



Registration of a Charge

Company name: **MSX INTERNATIONAL LIMITED**

Company number: **01949542**



X725EUBC

Received for Electronic Filing: **20/03/2018**

Details of Charge

Date of creation: **19/03/2018**

Charge code: **0194 9542 0015**

Persons entitled: **ROYAL BANK OF CANADA (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1949542

Charge code: 0194 9542 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2018 and created by MSX INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2018 .

Given at Companies House, Cardiff on 22nd March 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED THAT, SAVE FOR
MATERIAL REDACTED
PURSUANT TO SECTION
859G OF THE COMPANIES
ACT 2006, THIS COPY
INSTRUMENT IS A
CORRECT COPY OF THE
ORIGINAL INSTRUMENT.
LINKLATERS LLP

20/03/2018

Number 170 of the Roll of Notarial Deeds for 2018-MCS



Transacted

in Frankfurt am Main, this 19th day of March, 2018.

Before me, the undersigning
Dr. Martin C. Schmidt,
civil law notary
with offices in Frankfurt/Main,

appeared today:

1. Ms. Georgia von Holtzapfel, born on [REDACTED], resident at [REDACTED]
[REDACTED] in the following acting not for herself but in the name and on behalf of
 - a) **MSX International Limited**, a private limited company incorporated under the laws of England and Wales, registered with the Companies House of England and Wales under company no. 01949542,

based upon a power of attorney dated 8 March 2018, an electronically transmitted copy of which is attached hereto as Appendix A.1;
 - b) **MSX International GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany with its corporate seat in Cologne and its business address at Hugo-Eckener-Straße 20, 50829 Köln, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 29505,

based upon a power of attorney dated 14 March 2018, an electronically transmitted copy of which is attached hereto as Appendix A.2.
2. Ms. Gesa Skoberne, born on [REDACTED], resident at [REDACTED],
in the following acting not for herself but in the name and on behalf of

Royal Bank of Canada, a financial institution with its business address at 20 King Street West, 4th Floor, Toronto, Ontario M5H 1C4, Canada,

based upon a power of attorney dated 26 February 2018, an electronically transmitted copy of which is attached hereto as Appendix B.

In those cases where only an electronically transmitted copy of a power of attorney is attached to this deed, the original shall be provided to the notary in due course, and a certified copy thereof shall then be sealed to this deed.

The persons appearing acting as proxies do not assume any liability as to the validity or the scope of the powers of attorney presented. The notary advised the persons appearing of the obligation of notaries to verify the powers of representation of the persons appearing and to examine the documents presented with respect to a proof of such powers. After a discussion of the documentation presented today or, as the case may be, promised to be submitted in due course, the persons appearing declared that the parties represented by them did not wish any further proof of their powers of representation, and requested the notary to continue with the notarisation.

The persons appearing are personally known to the notary.

The notary asked the persons appearing regarding a prior involvement according to sec. 3 para. 1 sent. 1 no. 7 of the German Notarisation Act (*BeurkG*). After having been advised by the notary, the persons appearing and the notary answered this question in the negative.

The persons appearing requested the notary to notarise this deed for the most part in the English language for the convenience of the parties represented by them and confirmed that they are in adequate command of the English language. The notary is in adequate command of the English language as well.

The persons appearing, acting as aforesaid, then requested the notary to notarise the

Share Pledge Agreement

attached to this deed as Attachment 1 with its Annexes. This Share Pledge Agreement, including its Annex 2, but with the exclusion of its Annex 1 which has been attached for documentation purposes only, forms an integral part of this deed.

All approvals, consents and similar declarations that may still be required shall take effect for and against all parties upon receipt by the officiating notary.

The parties represented by the person appearing no. 1 shall together receive two certified copies and the party represented by the person appearing no. 2 shall receive one certified copy of this deed.

The notary advised the persons appearing

- that a pledge is a security instrument of strictly accessory nature (*i.e.*, it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical);
- that if the underlying secured claims are deemed under German law to have been novated this will cause the pledge to lapse by operation of law in relation to such claims;
- that the articles of association of a limited liability company (*GmbH*) may impose restrictions on a transfer or pledge of shares;

- that the articles of association of a limited liability company (*GmbH*) may impose restrictions on a transfer or pledge of shares;
- that there is no *bona fide* creation, acquisition nor ranking of a pledge of shares (*i.e.*, the pledgees are not protected if the shares purported to be pledged do not exist, have been previously transferred to a third party or have been previously encumbered for the benefit of a third party) if not otherwise provided for in sec. 16 para. 3 German Limited Liability Companies Act (*GmbHG*);
- that the parties hereto are, by operation of law, jointly and severally liable with respect to the payment of all notarial fees, irrespective of any internal agreement made in that respect.

This deed with its Attachment 1, including Annex 2 but excluding Annex 1 to Attachment 1, was read aloud by the notary to the persons appearing, was in its entirety approved by the persons appearing and was signed by the persons appearing and the notary in their own hands as follows:

[Redacted signature]

[Redacted signature]

[Handwritten signature]

- NOTAR -



CONFIRMATION AND JUNIOR-RANKING SHARE PLEDGE AGREEMENT
(BESTÄTIGUNGS- UND NACHRANGIGER
GESCHÄFTSANTEILSVERPFÄNDUNGSVERTRAG)

over the shares in
MSX International GmbH

dated 19 March 2018

between

MSX International Limited
as Pledgor

MSX International GmbH
as Company
and

Royal Bank of Canada
as Security Agent

THIS CONFIRMATION AND JUNIOR-RANKING SHARE PLEDGE AGREEMENT (the "**Agreement**") is dated 19 March 2018 and made between:

- (1) MSX International Limited, an entity incorporated in England & Wales, with registered number 01949542, having its registered office at The Octagon, Middleborough, Colchester, Essex CO1 1TG, United Kingdom, as pledgor (the "**Pledgor**");
- (2) Royal Bank of Canada as security agent (the "**Security Agent**"); and
- (3) MSX International GmbH, a company incorporated under the laws of Germany having its registered business address at Hugo-Eckener-Str. 20, 50829 Cologne, Germany and registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Cologne under HRB 29505, as company (the "**Company**").

The Pledgor, the Security Agent and the Company are together referred to as the "**Parties**" and each of them, a "**Party**".

Preamble

- (A) The Pledgor is the sole owner of one share in the nominal amount of EUR 25,564.59 (serial number 1) in the Company. This share represents the Company's entire share capital (*Stammkapital*).
- (B) By a senior facilities agreement dated 19 December 2016, as amended, amended and restated, modified or supplemented from time to time and as last amended and restated by the Amendment and Restatement Agreement (as defined below) (the "**Facilities Agreement**"), between Pacific (BC) Bidco Limited, an entity incorporated in England & Wales with registered number 10445933, having its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD, United Kingdom, and Pacific Merger Sub I, Inc. (predecessor by merger to Pacific Holdco Inc.), an entity incorporated in the State of Delaware with file number 6191384 having its registered office at 2711 Centerville Road, Suite 400, Wilmington New Castle County, Delaware, 19808, USA as borrowers (the "**Borrowers**") and the Security Agent as security agent, agent and issuing bank, Nomura Bank International plc, HSBC Bank plc and the Security Agent as mandated lead arrangers, Nomura Bank International plc, Nomura International plc and the Security Agent as underwriters and Nomura Bank International plc, Nomura International plc, HSBC Bank plc and Royal Bank of Canada as original lenders (together the "**Finance Parties**") have agreed to provide to the Borrowers certain loan facilities in the aggregate amount of up to EUR 327,936,169 and USD 75,000,000, such facilities being guaranteed by, among others, the Borrowers and certain of their respective subsidiaries as guarantors (together with any borrower or guarantor acceding to the Facilities Agreement in the future, the "**Debtors**").
- (C) On 19 December 2016, *inter alios*, the Finance Parties and the Debtors have entered into an intercreditor agreement regarding their respective claims under and in connection with, among others, the Facilities Agreement (the "**Intercreditor Agreement**", together with the Facilities Agreement, each security document entered into in connection with the Facilities Agreement and any other document entered into in connection with the Facilities Agreement, the "**Finance Documents**").
- (D) The terms of the Intercreditor Agreement provide for a separate and independent obligation of any Debtor to pay to the Security Agent an amount which will be equal at any time to the aggregate of all amounts owed at such time by that Debtor under the Finance

Documents or certain related documents to any Finance Party, potential hedge counterparties in connection with the Facilities Agreement and their receivers and delegates (together, the "**Secured Parties**") (hereinafter referred to as the "**Parallel Debt**").

- (E) Pursuant to an accession deed dated 3 May 2017 between, *inter alios*, the Company, the Agent and the Security Agent (the "**Accession Deed**"), the Company acceded to the Facilities Agreement as additional borrower and guarantor and to the Intercreditor Agreement as additional Debtor.
- (F) In order to secure all existing and future claims against any Debtor held by the Security Agent arising under or in connection with the Finance Documents, in particular the claims arising under the Parallel Debt, on 3 May 2017, no. 427/2017-MCS of the roll of deeds of the notary Dr. Martin C. Schmidt in Frankfurt a.M, Germany, the Pledgor entered into a share pledge agreement with the Security Agent as pledgee in relation to the shares in the Company (the "**Existing Share Pledge Agreement**").
- (G) On 25 January 2018, the Parent (acting as Obligors' Agent) delivered a first additional facility notice for the purposes of establishing an additional facility by way of a fungible increase to the existing facility B (the "**Existing Facility B**") in a principal amount equal to EUR 85,000,000.
- (H) On 26 January 2018, the Parent (acting as Obligors' Agent) delivered a second additional facility notice for the purposes of:
 - a. renaming the Existing Facility B as Facility B1 (the "**Facility B1**");
 - b. establishing an additional term loan facility B2 in a principal amount equal to EUR 427,936,169 (the "**Facility B2**"); and
 - c. providing for the cashless rollover of lenders from Facility B1 to Facility B2 and prepayment of the outstanding Facility B1 loans.
- (I) By way of an amendment and restatement agreement dated 31 January 2018 (the "**Amendment and Restatement Agreement**"), the parties to the Facilities Agreement have agreed to amend the Facilities Agreement by, among others, implementing the steps set out in Recitals (G) and (H) above (the "**Additional Facility**") to be made available to, *inter alia*, the Company and the other Borrowers by way of increase to the total facility B commitments under the Facilities Agreement.
- (J) It is the intention of the Pledgor to secure all claims of the Secured Parties under the Finance Documents, in particular the claims arising under the Parallel Debt (including the Additional Facility), by way of a pledge (*Pfandrecht*) over the present and future shares in the Company.
- (K) The Security Agent will hold and administer the security created under this Agreement for the benefit of the Secured Parties subject to the terms of the Accession Deed and the Intercreditor Agreement.

It is agreed as follows:

In this Agreement

"Parent" means Pacific (BC) Topco 5 Limited, an entity incorporated in England with registered number 10445533, having its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD.

1 Confirmation of the Existing Share Pledge Agreement

- 1.1** The Parties to this Agreement hereby confirm their mutual understanding that the pledges under and created pursuant to the Existing Share Pledge Agreement continue to exist and the obligations arising under the Finance Documents and the claims under the Parallel Debt (including the Additional Facility) shall form part of the claims secured under the Existing Share Pledge Agreement after this Agreement has become effective. The provisions of the Existing Share Pledge Agreement shall continue to be in full force and effect and shall continue to apply.
- 1.2** This Clause 1 only clarifies the original intent in respect of the Existing Share Pledge Agreement and does not constitute, and is not to be construed as an amendment of or supplement to the Existing Share Pledge Agreement.
- 1.3** As a matter of utmost precaution (*höchst vorsorglich*) and without prejudice to the confirmations set out in Clauses 1.1 and 1.2 above, the Pledgor agrees to grant to the Security Agent junior-ranking pledges in respect of the Shares (as defined below) and the rights and claims relating to the Shares (as defined below) and Pledged Rights (as defined below) pursuant to the terms of this Agreement.

2 Pledge of Shares

2.1 Pledge

The Pledgor hereby pledges (*verpfändet*) to the Security Agent

- 2.1.1** all of the existing shares in the Company (the "**Present Shares**");
- 2.1.2** all shares in the Company which the Pledgor may acquire in the future by way of share transfer, share split, share combination, an increase of the share capital (including by way of authorised capital (*genehmigtes Kapital*)) of the Company or by acquisition or otherwise (the "**Future Shares**" and together with the Present Shares, the "**Shares**"); and
- 2.1.3** all ancillary rights and claims with respect to the Shares, in particular the rights to receive dividends (*Gewinnausschüttungen*), liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelte*), repaid capital in the event of a capital decrease (*Kapitalherabsetzung*), any compensation in the event of a termination (*Kündigung*), withdrawal (*Austritt*) or exclusion for good cause (*Ausschluss aus wichtigem Grund*), the surplus in the event of surrender (*Preisgabe*), the repayment claim for any additional capital contributions (*Nachschüsse*) and the right to subscribe for newly issued shares (*Bezugsrecht*); and
- 2.1.4** all monetary claims arising under or in connection with any future profit and loss agreement (*Gewinnabführungsvertrag*) entered into by the Pledgor with the Company.

Together with the Shares, the rights and claims pledged under Clause 2.1.3 (*Pledge*) and 2.1.4 (*Pledge*) are hereinafter referred to as the "**Pledged Rights**". The pledges created under this Clause 2.1 (*Pledge*) are hereinafter referred to as the "**Pledges**".

2.2 Legal successor

The Pledge in the Future Shares includes any Future Shares in the Company acquired by any legal successor (*Gesamtrechtsnachfolger*) of the Pledgor.

2.3 Secured Claims

2.3.1 The Pledges shall secure all existing and future claims (including conditional (*bedingt*) and time limited (*befristet*) claims) against any Debtor held by the Security Agent arising under or in connection with the Finance Documents, in particular the claims arising under the Parallel Debt (the "**Secured Claims**").

2.3.2 The term "Finance Documents" as referred to in Clause 2.3.1 (*Secured Claims*) above shall mean the Finance Documents each as extended (including by way of increase of existing tranches or by including new tranches) from time to time. The Pledgor hereby expressly agrees that the provisions of § 1210 para. 1 sent. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") shall not apply to this Agreement.

2.3.3 The Secured Claims shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

2.4 Acceptance

The Security Agent hereby accepts the Pledges.

3 Dividends and other monetary claims

3.1 Authorisation

The Pledgor shall be authorised to receive, own and retain any dividends, assets and/or proceeds (whether in cash or in kind) and other distributions and monetary claims arising under or in connection with any future profit and loss agreement distributed in respect of the Shares until the Security Agent revokes such authorisation in accordance with and pursuant to Clause 3.2 (*Revocation*) below.

3.2 Revocation

The Security Agent may revoke the authorisation under Clause 3.1 (*Authorisation*) above by giving notice to either the Company or the Pledgor if an Enforcement Event (as defined in Clause 9.1 (*Enforcement Event*) below) has occurred. In the event of a revocation notice given to the Company, the Security Agent shall provide the Pledgor with a copy of such revocation. In the event of a revocation notice given to the Pledgor, the Security Agent shall provide the Company with a copy of such revocation.

4 Membership rights, in particular voting rights

4.1 Membership rights, in particular voting rights

The membership rights, in particular the voting rights attached to the Shares shall, as long as the Pledgor is owner of the Shares, remain with the Pledgor. When exercising the

membership rights, in particular the voting rights, the Pledgor will act in good faith to ensure that the Pledges are not in any way materially adversely affected.

4.2 Impairment of Pledges

The Pledgor will not do or omit to do anything which materially adversely affects the validity or enforceability of the Pledges. The Pledgor will ensure (*steht dafür ein*) that the Company takes no such action and commits no such omission. The Pledgor will promptly (*unverzüglich*) inform the Security Agent of all circumstances concerning the Company which might materially adversely affect the validity or enforceability of the Pledges.

The Pledgor will notify the Security Agent immediately upon obtaining knowledge of any proposed shareholders' resolution, regardless of whether a shareholders' meeting is called or not, which might have a material adverse effect upon the Pledges. The Pledgor will provide a copy of the proposed resolution and, if available, a copy of any notice (including agenda and documents distributed with the notice) calling a shareholders' meeting in which the resolution is placed on the agenda. Once the shareholders have reached a decision on the proposed resolution, the Pledgor will provide the Security Agent with a copy of the document(s) showing the decision (e.g., written approval or minutes of a shareholders' meeting) as soon as they are available.

If a shareholders' meeting is called, the Pledgor will allow the Security Agent or its proxy or any other person designated by the Security Agent to attend the shareholders' meeting as an observer without voting right. The Security Agent's right to attend the shareholders' meeting will lapse immediately upon complete satisfaction of the Secured Claims.

5 Notification of Pledges

The Pledgor hereby notifies the Company about the Pledges in accordance with the relevant notification requirements under the law concerning companies with limited liability and § 1280 BGB. The Company hereby acknowledges such notification and the Pledges.

6 Representations

Unless otherwise agreed between the Parties in writing, the Pledgor hereby represents that:

- 6.1 there are no silent partnership agreements (*stille Beteiligungen*) or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company;
- 6.2 the registered share capital of the Company has not been repaid in any way; and
- 6.3 the Pledgor is registered as sole owner of the Present Share in the list of shareholders (*Gesellschafterliste*) of the Company as filed with the competent commercial register (*Handelsregister*), a copy of which is attached as Annex 1 (*Copy of list of shareholders (Gesellschafterliste) of the Company*) to this Agreement.

7 Undertakings

Unless otherwise agreed between the Parties in writing, the Pledgor undertakes:

- 7.1 not to modify the articles of association of the Company if such modification could materially adversely affect the Pledges or their enforcement; and

- 7.2 to make (at its own cost) all further declarations and/or to do any further acts which are necessary for the creation or perfection of the Pledges.

8 Information

8.1 Information on request

Promptly upon written request of the Security Agent, the Pledgor will provide the Security Agent with all information and proof and will hand over any records and documents relating to the Pledged Rights necessary or expedient to exercise the Security Agent's rights under this Agreement and permit the Security Agent and any of its agents to inspect, audit and make copies of and extracts from all such records and documents at all times during business hours. The Security Agent will treat such information as confidential.

8.2 Information regarding list of shareholders

8.2.1 In the event of a change in the ownership structure of the Company in accordance with Clause 7 (*Undertaking*) above, the Pledgor will promptly provide the Security Agent with a copy of the list of shareholders as filed with the competent commercial register in accordance with § 40 para. 1 German Limited Liability Companies Act (*Gesetz betreffend Gesellschaften mit beschränkter Haftung*).

8.2.2 The Pledgor will promptly notify the Security Agent if any of the Shares is affected by or subject to an objection (*Widerspruch*) raised by any person against the registration of the Pledgor as shareholder in the Company's list of shareholders filed with the competent commercial register.

8.3 Information in electronic form

The Pledgor shall be entitled to fulfil its information obligations under Clause 8.1 (*Information on request*) and 8.2 (*Information regarding list of shareholders*) above by providing information in electronic form (except where original documents are requested by the Security Agent), provided that such information can be read with the Security Agent's standard office software.

9 Enforcement of Pledges

9.1 Enforcement Event

If (i) the Secured Claims become due and payable in whole or in part (*Pfandreife*) and are not discharged and (ii) an Event of Default (as defined below) under the Facilities Agreement has occurred and is continuing and an acceleration notice under the Facilities Agreement has been submitted to the Parent and such notice has not been withdrawn (an "**Enforcement Event**"), the Security Agent is entitled to enforce its rights under this Agreement.

"**Event of Default**" means an event

(i) which entitles the lenders (immediately or upon the expiration of a cure period or the fulfilment of other requirements) to cancel the total commitments under the Facilities Agreement and/or to declare that all or part of the loans and other utilisations under the Facilities Agreement be due and payable; or

(ii) upon which any of the amounts outstanding under the Facilities Agreement or under any of the other Finance Documents may otherwise become due and payable by

operation of law in full or in part (immediately, upon the expiration of a cure period or the fulfilment of other requirements).

9.2 Procedure

9.2.1 Collection

- (i) Upon the occurrence of an Enforcement Event the Security Agent may immediately avail itself of all rights and remedies of a pledgee upon default under the laws of the Federal Republic of Germany, in particular as set forth in §§ 1273 para. 2, 1204 et. seq. BGB including, without limitation, the right to cause the Shares to be sold at public auction.
- (ii) The Pledgor expressly agrees that, in case the Security Agent seeks enforcement notwithstanding § 1277 sent. 1 BGB, no prior obtaining of an enforceable court order (*vollstreckbarer Titel*) will be required.

9.2.2 Notification of enforcement

The Security Agent shall notify the Pledgor ten (10) calendar days prior to any enforcement of the place and time of any such public sale unless:

- (i) the Pledgor or any of the Debtors generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of the Pledgor or any of the Debtors; or
- (iii) it is necessary in the reasonable opinion of the Security Agent to protect the legitimate interests of the Secured Parties,

in which cases no notification of the Pledgor will be required.

9.3 Selection

The Security Agent may at its sole discretion:

- 9.3.1** determine the place in the Federal Republic of Germany where a public auction shall be held;
- 9.3.2** determine which of several security interests (*persönliche oder dingliche Sicherheiten*), created under this Agreement or other agreements, shall be realised to satisfy the Secured Claims;
- 9.3.3** realise more Pledged Rights than are necessary to satisfy the Secured Claims, therefore the Pledgor hereby waives the requirement under § 1230 sent. 2 BGB; and
- 9.3.4** sell several pledged rights, whether pledged under this Agreement or other agreements
 - (i) separately by separate public auctions (*mehrere Einzelversteigerungen*); or
 - (ii) collectively by a single public auction (*Gesamtversteigerung*) to a single bidder.

9.4 Assistance

9.4.1 The Pledgor will, following an Enforcement Event, render at its own expense all assistance which the Security Agent considers necessary or expedient in order to facilitate the enforcement of the Pledges in the event the Security Agent seeks the enforcement of the Pledges in accordance with the terms of this Agreement and the statutory provisions.

9.4.2 The Pledgor will ensure that the Security Agent may at all times request from the Pledgor to hold a pledge over all shares held by the Pledgor in the Company and in the case of a merger an equivalent security interest over the shares in the surviving company or, as the case may be, the new company in accordance with all terms of this Agreement.

9.5 Application of proceeds

The Security Agent will use any proceeds received from the Pledged Rights for the settlement of the Secured Claims. Any amount exceeding the Secured Claims will be paid to the Pledgor upon complete and irrevocable satisfaction of all Secured Claims.

9.6 Recourse claims

9.6.1 § 1225 BGB shall not apply and no right of the Security Agent shall pass to the Pledgor as a result of the enforcement of the Pledges or any payment made by the Pledgor in respect of any Secured Claims unless and until all Secured Claims have been fully and finally discharged.

9.6.2 The Pledgor undertakes vis-à-vis the Security Agent and the Company not to seek satisfaction for any other recourse claim it may have against any other Debtor unless and until all Secured Claims have been fully and finally discharged.

10 Expiration of security interest upon satisfaction of Secured Claims

The Pledges will expire by operation of law when all Secured Claims are fully and finally discharged. Upon request and at the cost of the Pledgor, the Security Agent will confirm the expiration of the Pledges to the Pledgor as a matter of record.

11 Continuation

11.1 Continuing security

This Agreement shall create continuing security and any change or amendment whatsoever to the Finance Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it. The same applies in the event of a temporary expiration of the Secured Claims.

11.2 Assignment

11.2.1 Any assignment of any of the Secured Claims in whole or in part will, by operation of law, lead to a corresponding transfer of the Pledges created hereby or a corresponding portion thereof in whole or in part which shall rank equally with the initial Pledges created hereunder.

11.2.2 Waiving § 418 BGB, the parties hereto agree that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any

Debtor arising under or in connection with the Finance Documents to, or by, any third party.

11.3 Substitution of the Security Agent

The Pledgor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under the Finance Documents (in particular the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Pledgor to create new pledges over the Pledged Claims in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under any of the Finance Documents (in particular the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement to which the Pledgor hereby explicitly consents.

12 Waivers

12.1 Waiver of avoidability defence

The Pledgor hereby expressly waives its defence pursuant to §§ 1211, 770 para. 1 BGB (applied by analogy) that any of the rights the Secured Claims are based upon may be avoided (*Anfechtung*) or that another unilateral right (*Gestaltungsrecht*) may be exercised.

12.2 Waiver of set-off defence

The Pledgor hereby expressly waives its defence pursuant to §§ 1211, 770 para. 2 BGB that the Security Agent may discharge any of the Secured Claims by way of set-off (*Aufrechnung*), unless it relates to a claim which is uncontested or subject to an unappealable court decision.

12.3 Waiver of defences of principal debtor

The Pledgor hereby expressly waives its defences pursuant to § 1211 para. 1 sent. 1 alt. 1 BGB, that the principal debtor of any of the Secured Claims has a defence against any of the Secured Claims (*Einreden des Hauptschuldners*).

13 Notices and communication

Any notice and other communication made under or in connection with the matters contemplated by this Agreement, other than a notification under Clause 5 (*Notification of Pledge*), must be made in the English language either in writing (by fax or letter), by electronic mail or attached as an electronic photocopy to electronic mail, requiring confirmation either in writing or by electronic mail, respectively. Until a change of address has been notified to the other Parties hereto in writing, any communication under this Agreement must be sent

if directed to the Pledgor, to:

MSX International Limited
The Octagon, Middleborough, Colchester
Essex CO1 1TG, United Kingdom
Attn: Sam Del Mar
E-mail: [REDACTED]

if directed to the Company, to:

MSX International GmbH
Hugo-Eckener-Str. 20
50829 Cologne, Germany
Attn: Sam Del Mar
E-mail: [REDACTED]

if directed to the Security Agent, to:

Royal Bank of Canada
20 King Street West
4th Floor
Toronto, ON, Canada
M5H 1C4
Att.: Manager, Agency Services
E-Mail: [REDACTED]

14 Miscellaneous

14.1 Interpretation

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

- 14.2** Notwithstanding anything to the contrary in this Agreement but subject to Clause 1 (*Pledge of Shares*), Clause 5 (*Notification of Pledges*) and Clause 9 (*Enforcement of Pledges*) and all definitions in connection with these Clauses which shall not be affected in any way by this Clause 14.2, nothing in this Agreement shall operate or be construed to prohibit any transaction, matter or step not prohibited by the Finance Documents and the Security Agent shall promptly effect any such transaction, matter or step always at the cost of the Pledgor.

14.3 Remedies cumulative

No failure or delay on the part of the Security Agent to exercise any power, right or remedy hereunder shall operate as a waiver thereof, nor shall any single or any partial exercise of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

14.4 Denomination of Shares

The Pledges over the Shares remain effective regardless whether the denomination of the Shares as mentioned in the recitals is accurate or whether the aggregate share capital deviates from the description in the recitals. The Pledges encompass all shares in the Company held by the Pledgor both in the present and in the future.

14.5 Partial invalidity

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and any other Finance Document is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a

provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

14.6 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 14.6 (*Changes*) are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted by way of fax, computer fax or attached as an electronic photocopy to electronic mail shall be sufficient. However, in the case of faxes, computer faxes or electronic photocopies attached to electronic mail, any party may require that any declaration made by fax, computer fax or electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all Parties sign an original copy of such agreement.

14.7 Governing law

14.7.1 The Parties understand that this Agreement is governed by the laws of the Federal Republic of Germany.

14.7.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the laws of the Federal Republic of Germany.

14.8 Jurisdiction

The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Claims). This Clause 14.8 (*Jurisdiction*) is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

14.9 Service of process (*Zustellungsbevollmächtigter*)

14.9.1 Appointment

Without prejudice to any other mode of service allowed under any relevant law, the Pledgor

- (i) hereby irrevocably appoints the Company as its agent for service of process in relation to any proceedings before any court of the Federal Republic of Germany in connection with this Agreement, and
- (ii) agrees that failure by the Company to notify it of the process will not invalidate the proceedings concerned.

Other means of service of process remain unaffected by this Clause 14.9.1.

14.9.2 Acknowledgement and undertakings

- (i) The Pledgor undertakes to deliver to the Company promptly upon execution of this Agreement an appointment letter in the form set out in Annex 2 (the "**Appointment Letter**") and to send a copy of the Appointment Letter to the Security Agent.
- (ii) The Company hereby acknowledges the appointment. The Company will ensure that documents to be served to the Pledgor can validly be served by

delivery to it. In particular, the Company will notify the Security Agent promptly of any change of address, accept any documents delivered to it on behalf of the Pledgor, and fulfil any requirements of § 171 German Code of Civil Procedure (Zivilprozessordnung, "ZPO"), in particular present an original of the Appointment Letter to the person effecting the service of process in compliance with § 171 sent. 2 ZPO.

Annex 1

Copy of list of shareholders (*Gesellschafterliste*) of the Company

1194

URNr. / 2016
vom 31.05.2016

Neue Gesellschafterliste

Firma MSX International GmbH

mit dem Sitz in Köln

Anschrift: 50829 Köln, Hugo-Eckener-Straße 20

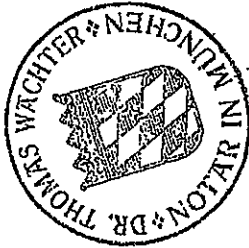
Registergericht Köln, HRB 29 505

Laufende Nummer der Geschäftsanteile	Gesellschafter (Name, Vorname, Geburtsdatum und Wohnort bzw. Firma und Sitz)	Anzahl der Geschäftsanteile (Stück)	Nennbetrag der einzelnen Geschäftsanteile (in Euro)	Summe der Nennbeträge	Veränderungen
1	MSX International Limited, mit dem Sitz in Colchester, Vereinigtes Königreich, Anschrift: Vereinigtes Königreich, C01 1 TG Colchester, 27 Middleborough, Companies House, Company No. 01949542	1	25.564,59 Euro	25.564,59 Euro	Veräußerung und Abtretung vom 31.05.2016
Summe	-	1	25.564,59 Euro	25.564,59 Euro	-

München, den 31.05.2016

heller

(Unterschrift und Siegel des Notars)



Die geänderten Eintragungen in der vorstehenden Gesellschafterliste entsprechen den Veränderungen, an denen ich als Notar mitgewirkt habe. Im Übrigen stimmt die Gesellschafterliste mit dem Inhalt der zuletzt im Handelsregister aufgenommenen Gesellschafterliste überein.

München, den 31.05.2016

heller

(Unterschrift und Siegel des Notars)



Es wird beantragt, der Gesellschaft nach Aufnahme der neuen Gesellschafterliste in den Registerordner unmittelbar einen vollständigen amtlichen Ausdruck der im Handelsregister aufgenommenen Gesellschafterliste zu übersenden.

Von dieser Gesellschafterliste erhalten jeweils eine beglaubigte Abschrift:

- Gesellschafter,
- Gesellschaft (gegen Empfangsbekanntnis),
- Rechtsanwalt der Gesellschaft,
Herr Dr. Armin Fary,
Kanzlei Dechert LLP,
(Anschrift: 80636 München, Erika-Mann-Straße 5),
- Amtsgericht Köln, Handelsregister (in elektronischer Form).

München, den 31.05.2016

Hiermit beglaube ich die Übereinstimmung, der in dieser Datei enthaltenen Bilddaten (Abschrift)
mit dem mir vorliegenden Papierdokument (Urschrift).

Dr. Thomas Wachter
Notar

Annex 2
Appointment of process agent
(Bestellung eines Zustellungsbevollmächtigten)

[Please print on letterhead of Pledgor.]

To:

[Please insert name and address of process agent/Bitte Name und Adresse des Zustellungsbevollmächtigten einfügen.]

Date: *[Please insert date/Bitte Datum einfügen.]*

Reference: Confirmation and Junior-Ranking
Share Pledge Agreement dated *[Please insert
date.]*

Betreff: Bestätigungs- und Nachrangiger
Geschäftsanteilsverpfändungsvertrag vom *[Bitte
Datum einfügen.]*

Dear Sirs,

We hereby irrevocably appoint you as our agent
for service of process in relation to any
proceeding before any German court in
connection with the above-mentioned
Confirmation and Junior-Ranking Share Pledge
Agreement.

Sehr geehrte Damen und Herren,

hiermit bevollmächtigen wir Sie unwiderruflich,
sämtliche Schriftstücke, die uns im
Zusammenhang mit Verfahren vor deutschen
Gerichten in Verbindung mit dem oben
genannten Bestätigungs- und Nachrangigem
Geschäftsanteilsverpfändungsvertrag zugestellt
werden sollen, entgegenzunehmen.

Yours sincerely

Mit freundlichen Grüßen

Place, date

Ort, Datum

MSX International Limited

MSX International Limited

Jayne Griffiths-Scott

Notary Public

NOTARIAL CERTIFICATE

I, the undersigned Tracey Jayne Griffiths-Scott, a notary public authorised to practise throughout England and Wales, with an office at 4 Orchard Place, Colchester CO4 5JW, Essex, England CERTIFY AS FOLLOWS:

1. MSX INTERNATIONAL LIMITED is a private company limited by shares registered pursuant to the Companies Act 2006 by the Registrar of Companies for England and Wales under number 1949542 and with registered office is situated at The Octagon, Middleborough, Colchester CO1 1TG, Essex, England (hereinafter, "the Grantor Company").
2. the attached Power of Attorney has been validly signed by Sam Del Mar as a director of the Grantor Company today in my presence.

Issued under my seal of office and signed by me in the town of Colchester in the county of Essex, England, this 8th day of March 2018.

NOTARIELLE BESTÄTIGUNG

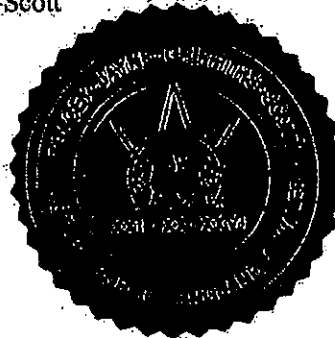
Ich, die unterzeichnende Tracey Jayne Griffiths-Scott, Notarin mit Zuständigkeit für ganz England und Wales, mit dem Amtssitz in 4 Orchard Place, Colchester CO4 5JW, Essex, England BESTÄTIGE HIERMIT:

1. MSX INTERNATIONAL LIMITED ist eine private Gesellschaft mit beschränkter Haftung, die gemäß dem Companies Act 2006 vom Registrar of Companies für England und Wales unter der Nummer 1949542 registriert ist, und ihren Sitz in The Octagon, Middleborough, Colchester CO1 1TG, Essex, England hat (nachfolgend "die Vollmachtgeber-Gesellschaft").
2. die angeheftete Vollmacht wurde heute in meinem Beisein rechtsgültig von Sam Del Mar in seiner Eigenschaft als Direktor der Vollmachtgeber-Gesellschaft unterzeichnet.

Ausgestellt unter meinem Amtssiegel und von mir in der Stadt Colchester in der Grafschaft Essex, England, am 8 März 2018 unterzeichnet.

Tracey Jayne Griffiths-Scott

Tracey Jayne Griffiths-Scott
Notary Public



4 Orchard Place, Colchester, Essex CO4 5JW
Telephone: +44 (0) 1206 853001 Mobile: +44 (0) 7944 186 221
Email: jayne@jaynescott.co.uk
www.jaynescott.co.uk

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / País:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Tracey Jayne Griffiths-Scott
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	14 March 2018
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	APO-781636
9. Seal / stamp Sceau / timbre Sello / timbre 	10. Signature J. Crook Signature Firma 

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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VOLLMACHT

POWER OF ATTORNEY

8 MARZ / MARCH 2018

MSX International Limited, eine englischen Recht unterliegende *Private Limited Company by shares*, eingetragen im Handelsregister des Vereinigten Königreiches (UK Companies House) unter *Company No.* 01949542 (die "Vollmachtgeberin"),

MSX International Limited, an English Private Limited Company by shares incorporated and existing under the laws of England and Wales and registered with the UK Companies House under *Company No.* 01949542 (the "Principal"),

bevollmächtigt hiermit

hereby grants Power of Attorney to

Cristan Gerhold, Greta-Josefin Harnisch, Maximilian Heufelder, Fabrice Hipp, Dr. Katharina Hohmann, Christoph Jerger, Christine Kaniak, Dr. Alexander Längsfeld, Fritz Ludwig, Rositsa Nacheva, Wolfgang Nardi, Marlene Ruf, Isabel Ruttloff

jeweils geschäftsansässig

each with business address at

Kirkland & Ellis International LLP
Maximilianstrasse 11
80539 Munich
Germany

und

and

Daniela Schell, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED], Rother [REDACTED]

Georgia von Holtzapfel, Konferenzdolmetscherin / conference interpreter, geboren / born [REDACTED] / [REDACTED]

Evica Schmitt-Lautenschlager, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]

Marianne Crux, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]

Gesa Skoberne, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]

Denis Buckley, Dolmetscher und Übersetzer / translator and interpreter, geboren / born [REDACTED] / [REDACTED]

Eva Michelt, Konferenzdolmetscherin / conference interpreter, geboren / born [REDACTED]

(nachstehend einzeln der "Bevollmächtigte"

(hereafter individually referred to as the "At-



gemeinsam die "Bevollmächtigten" ge-
nt),

und zwar jede/n der Bevollmächtigten ein-
zeln,

die Vollmachtgeberin umfassend in Zusammen-
hang mit einem Änderungs- und Neufas-
sungsvertrag (das "**Amendment and
Restatement Agreement**") datiert auf den
31. Januar 2018 bezüglich einem englischen
Recht unterliegenden *senior facilities agree-
ment* zwischen, unter anderen, Pacific (BC)
Topco 5 Limited als *parent* (der "**Parent**"),
Nomura Bank International PLC, HSBC Bank
PLC and Royal Bank of Canada als
mandated lead arrangers (die "**Mandated
Lead Arrangers**"), *underwriters* (die "**Un-
derwriters**") und *original lenders* (die "**Ori-
ginal Lenders**") und Royal Bank of Canada
als *issuing bank* (die "**Issuing Bank**"), *agent*
(der "**Agent**") and *security agent* (der
"**Security Agent**") datiert vom 19. Dezember
2016 (das "**Senior Facilities Agreement**")
(die "**Transaktion**") zu vertreten.

Die Bevollmächtigten sind insbesondere be-
rechtigt die Vollmachtgeberin bei Verhand-
lung, Abschluss, Änderung (in jedem Aus-
maß, einschließlich der Wahl eines anderen
Rechts), Bestätigung, Ergänzung, Durchfüh-
rung, Bestellung, Eintragung, Freigabe bzw.
Beendigung von:

- (i) einem Bestätigungs- und nachrangi-
gen Geschäftsanteilsverpfändungsver-
trag unter deutschem Recht betreffend
die Anteile an MSX International
GmbH zwischen der Vollmachtgeber-
in als Pfandgeber, dem Security
Agent als Pfandnehmer und MSX In-
ternational GmbH als verpfändeter
Gesellschaft;
- (ii) jegliche weiteren Dokumente unter
deutschem Recht oder unter jedem
anderen Recht, einschließlich, aber
nicht abschließend Sicherheitenver-
träge, Gesellschafterbeschlüsse im

torney", and collectively referred to as the
"Attorneys"),

and to each of the Attorneys individually,

to fully represent the Principal in connection
with an amendment and restatement agreement
(the "**Amendment and Restatement Agree-
ment**") dated 31 January 2018 and made in
relation to an English law governed senior fa-
cilities agreement dated 19 December 2016
and made between, *inter alios*, Pacific (BC)
Topco 5 Limited as parent (the "**Parent**"),
Nomura Bank International PLC, HSBC Bank
PLC and Royal Bank of Canada as mandated
lead arrangers (the "**Mandated Lead Arrang-
ers**"), underwriters (the "**Underwriters**") and
original lenders (the "**Original Lenders**") and
Royal Bank of Canada as issuing bank (the
"**Issuing Bank**"), agent (the "**Agent**") and se-
curity agent (the "**Security Agent**") dated 19
December 2016 (the "**Senior Facilities
Agreement**") (the "**Transaction**").

The Attorneys are, in particular, hereby grant-
ed Power of Attorney to represent the Princi-
pal in connection with the negotiation, signing,
modification, amending (however fundamen-
tally, including for the avoidance of doubt, a
choice of law other than German law), restat-
ing implementation, registration, granting, re-
lease and/or termination, as the case may be,
of:

- (i) a German law governed confirmation
and junior ranking share pledge agree-
ment relating to the shares in MSX In-
ternational GmbH between the Princi-
pal as pledgor, the Security Agent as
pledgee and the MSX International
GmbH as pledged company;
- (ii) any other documents governed by
German law or any other law, includ-
ing without limitation agreements, se-
curity documents, shareholder resolu-
tions with respect to the Principal's



Hinblick auf die Unterzeichnung von anderen, im Zusammenhang mit den Existierenden Dokumenten stehenden Dokumenten durch Tochtergesellschaften der Vollmachtgeberin, andere Beschlüsse, Anzeigen, *director's certificates, officer's certificates, requests, Vollmachten, process agent letter, stock transfer forms* und andere Schreiben oder Erklärungen, die im Zusammenhang mit den Existierenden Dokumenten und/oder den unter (i) genannten Dokumenten erforderlich sind oder werden,

zu vertreten.

Jeder der Bevollmächtigten ist insbesondere berechtigt:

- (i) jedes andere Finance Document (wie im Amendment and Restatement Agreement definiert), zu welchem die Vollmachtgeberin Partei werden soll, zu unterzeichnen;
- (ii) als Vertreter der Vollmachtgeberin in deren Eigenschaft als Gesellschafterin in Gesellschafterversammlungen von Tochtergesellschaften der Vollmachtgeberin die Geschäftsführung der jeweiligen Tochtergesellschaft zu jeglichen vorgenannten Maßnahmen zu ermächtigen sowie einer Verpfändung von Geschäftsanteilen an der jeweiligen Tochtergesellschaft zuzustimmen; und
- (iii) Verträge, Dokumente, Certificates, Instrumente, Register, Anzeigen (so wie ggf. *utilisation requests*) und Gesellschafterbeschlüsse, die unter oder im Zusammenhang mit den hierin aufgelisteten Dokumenten bzw. der Transaktion stehen, nach seinem Ermessen zu verhandeln, abzuhalten, abzuändern (in jedem Ausmaß, einschließlich der Wahl eines anderen Rechts), zu unterzeichnen, abzuschließen, zu erfüllen, zu liefern, zu bescheinigen bzw. Rechte darunter zu

subsidiaries' execution of any documents in connection with the Existing Documents, any other resolutions, notices, director's certificates, officer's certificates, requests, powers of attorney, process agent letters, stock transfer forms, other letters and declarations, that are or will be required in connection with the Existing Documents and/or the documents set out in (i) above.

Each Attorney shall further be authorized to

- (i) sign any other Finance Document (as defined in the Amendment and Restatement Agreement) to which the Principal is or is intended to be a party;
- (ii) to authorise the management of subsidiaries of the Principal to any of the aforementioned measures in the shareholders meetings as representative of the Principal in its capacity as shareholder and to consent to a pledge over the shares in the relevant subsidiary; and
- (iii) to negotiate, amend (however fundamentally, including for the avoidance of doubt, a choice of law other than German law), adapt, waive, sign, certify, execute, deliver, perform and/or dispatch any agreements, documents, certificates, instruments, proxies, notices (including, if applicable, any utilisation request) and registers, shareholders' meetings, as may be required under or in connection with or as contemplated by the documents referred to herein and/or the transactions in such

erlassen; sowie alle Maßnahmen vorzunehmen, die damit im Zusammenhang stehen bzw. im Zusammenhang mit oder für die Zwecke der hierin aufgelisteten Dokumente bzw. der Transaktion und der Erfüllung der Verpflichtungen der Vollmachtgeberin darunter notwendig, zweckdienlich oder erwünscht sind.

Die Änderung der Parteien, der Bezeichnung der Verträge und/oder der Beträge oder die Zusammenfassung mehrerer Verträge in einem Vertrag oder unter einer Mantelurkunde oder ähnliches hat keinen Einfluss auf und beeinträchtigt nicht die Wirksamkeit dieser Vollmacht.

Jeder der Bevollmächtigten ist von den Beschränkungen gemäß § 181 BGB und entsprechender Vorschriften anderer Jurisdiktionen befreit, soweit dies gesetzlich zulässig ist und der Unterzeichner selbst von § 181 BGB bzw. entsprechenden Vorschriften anderer Jurisdiktionen befreit ist.

Jeder der Bevollmächtigten ist berechtigt, Untervollmachten in gleichem Umfang zu erteilen.

Soweit die Bevollmächtigten die in dieser Vollmacht genannten Handlungen bereits ausgeführt haben, werden diese hiermit genehmigt.

Ein Bevollmächtigter haftet nicht für einen Schaden, den die Vollmachtgeberin im Zusammenhang damit erleidet, dass der Bevollmächtigte für die Vollmachtgeberin handelt oder für sie zu handeln unterlässt, außer der Schaden beruht auf Vorsatz. Die Vollmachtgeberin verpflichtet sich, die Bevollmächtigten von allen Ansprüchen Dritter freizustellen, die infolge eines nicht vorsätzlichen Handelns bzw. Unterlassens von Handlungen im Rahmen dieser Vollmacht

forms as the Attorney may approve; and to do all such acts and things as may be ancillary thereto and/or necessary and/or useful and/or desirable in the sole opinion of the Attorney in connection with or for the purpose of the entering into, execution or performance of the documents referred to herein and/or the transaction, and the performance by the Principal of its obligations thereunder.

This Power of Attorney shall remain unaffected by any change to the parties, the names of the agreements and/or the amounts or the combination of several agreements in one agreement or in one deed or the like.

Each Attorney shall be released from the restrictions set forth in Sec. 181 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and comparable provisions in other jurisdictions, as far as this is legally allowed and the undersigned himself is released from the restrictions set forth in Sec. 181 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and/or comparable provisions in other jurisdictions.

Each Attorney shall be authorized to delegate his/her powers with the same scope of authorization to any other person.

If and to the extent the Attorneys have already taken any actions referred to in this Power of Attorney, such actions are hereby approved.

The Attorneys shall not be liable for any loss or damage suffered by the Principal in connection with anything done or omitted by such Attorney save in respect of such loss or damage which is suffered as a result of the wilful misconduct of the Attorney. The Principal hereby agrees to indemnify the Attorneys from any and all liabilities towards third parties which incurred or threaten to incur by actions or omissions of such Attorney under this Power of Attorney other than in case of wilful mis-

SIGNATURES

MSX International Limited

Signature: 

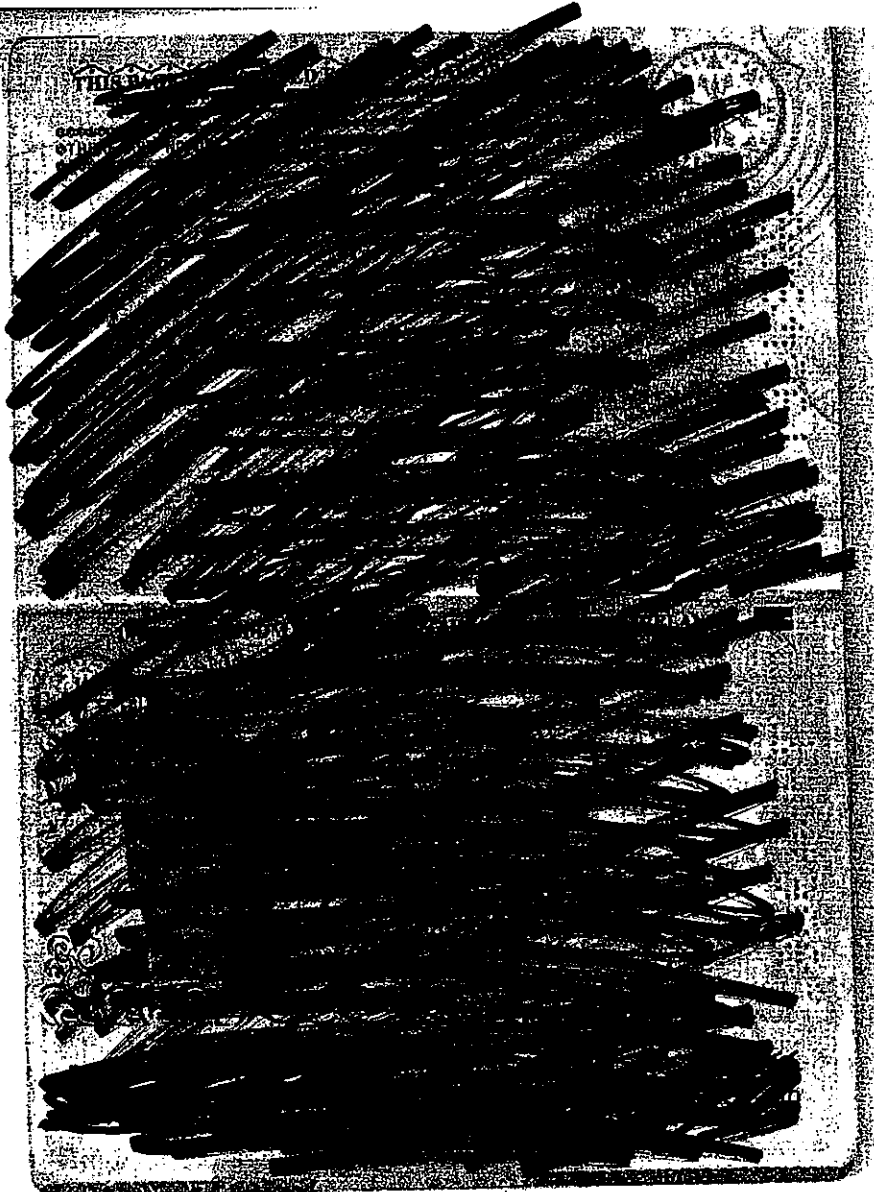
Name: Director

Title: SAM DEL MAR

Before Me,
Tracey Griffiths-Scott,

Tracey Jayne Griffiths-Scott
Notary Public (England and Wales)
4 Orchard Place
Colchester
CO4 5JW
Telephone +44(0)7944 186 221
My Commission expires on death.



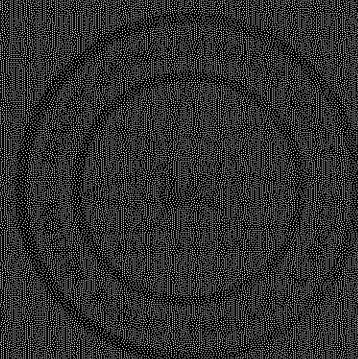


I, Tracey Jayne Griffiths-Scott, Notary
Public duly admitted and sworn,
authorised to practise throughout
England and Wales, CERTIFY THAT
this is a true copy of the original
document inspected by me
this 8th day of MARCH 2018

Tracey Jayne Griffiths-Scott
Notary Public (England and Wales)
4 Orchard Place
Colchester
CO4 5JW
Telephone +44(0)7944 186 221
My Commission expires on death.

Tracey Griffiths-Scott





EXECUTION VERSION

VOLLMACHT

POWER OF ATTORNEY

14 March 2018

MSX International GmbH, eine Gesellschaft mit beschränkter Haftung deutschen Rechts, eingetragen im Handelsregister des Amtsgerichts Köln unter HRB 29505 (die "Vollmachtgeberin"),

MSX International GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated and existing under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 29505 (the "Principal"),

bevollmächtigt hiermit

hereby grants Power of Attorney to

Cristan Gerhold, Greta-Josefin Harnisch, Maximilian Heufelder, Fabrice Hipp, Dr. Katharina Hohmann, Christoph Jerger, Christine Kaniak, Dr. Alexander Längsfeld, Fritz Ludwig, Rositsa Nacheva, Wolfgang Nardi, Marlene Ruf, Isabel Ruttloff

jeweils geschäftsansässig

each with business address at

Kirkland & Ellis International LLP
Maximilianstrasse 11
80539 Munich
Germany

und

and

Daniela Schell, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Georgia von Holtzapfel, Konferenzdolmetscherin / conference interpreter, geboren / born [REDACTED]
[REDACTED]

Evica Schmitt-Lautenschlager, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Marianne Crux, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Gesa Skoberne, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Denis Buckley, Dolmetscher und Übersetzer / translator and interpreter, geboren / born [REDACTED]
[REDACTED]

Eva Michelt, Konferenzdolmetscherin / conference interpreter, geboren / born [REDACTED]
[REDACTED]

(nachstehend einzeln der "Bevollmächtigte" und gemeinsam die "Bevollmächtigten" genannt),

und zwar jede/n der Bevollmächtigten einzeln,

die Vollmachtgeberin umfassend in Zusammenhang mit einem Änderungs- und Neufassungsvertrag (das "**Amendment and Restatement Agreement**") datiert auf den 31. Januar 2018 bezüglich einem englischen Recht unterliegenden *senior facilities agreement* zwischen, unter anderen, Pacific (BC) Topco 5 Limited als *parent* (der "**Parent**"), Nomura Bank International PLC, HSBC Bank PLC and Royal Bank of Canada als *mandated lead arrangers* (die "**Mandated Lead Arrangers**"), *underwriters* (die "**Underwriters**") und *original lenders* (die "**Original Lenders**") und Royal Bank of Canada als *issuing bank* (die "**Issuing Bank**"), *agent* (der "**Agent**") and *security agent* (der "**Security Agent**") datiert vom 19. Dezember 2016 (das "**Senior Facilities Agreement**") (die "Transaktion") zu vertreten.

Die Bevollmächtigten sind insbesondere berechtigt die Vollmachtgeberin bei Verhandlung, Abschluss, Änderung (in jedem Ausmaß, einschließlich der Wahl eines anderen Rechts), Bestätigung, Ergänzung, Durchführung, Bestellung, Eintragung, Freigabe bzw. Beendigung von:

- (i) einem Bestätigungs- und nachrangigen Geschäftsanteilsverpfändungsvertrag unter deutschem Recht betreffend die Anteile an der Vollmachtgeberin zwischen MSX International Limited als Pfandgeber, dem Security Agent als Pfandnehmer und der Vollmachtgeberin als verpfändeter Gesellschaft;
- (ii) einem Bestätigungsvertrag bezüglich eines Forderungsabtretungsvertrags unter deutschem Recht bezüglich Forderungen der Vollmachtgeberin zwischen der Vollmachtgeberin als

(hereafter individually referred to as the "Attorney", and collectively referred to as the "Attorneys"),

and to each of the Attorneys individually,

to fully represent the Principal in connection with an amendment and restatement agreement (the "**Amendment and Restatement Agreement**") dated 31 January 2018 and made in relation to an English law governed senior facilities agreement dated 19 December 2016 and made between, *inter alios*, Pacific (BC) Topco 5 Limited as parent (the "**Parent**"), Nomura Bank International PLC, HSBC Bank PLC and Royal Bank of Canada as mandated lead arrangers (the "**Mandated Lead Arrangers**"), underwriters (the "**Underwriters**") and original lenders (the "**Original Lenders**") and Royal Bank of Canada as issuing bank (the "**Issuing Bank**"), agent (the "**Agent**") and security agent (the "**Security Agent**") dated 19 December 2016 (the "**Senior Facilities Agreement**") (the "Transaction").

The Attorneys are, in particular, hereby granted Power of Attorney to represent the Principal in connection with the negotiation, signing, modification, amending (however fundamentally, including for the avoidance of doubt, a choice of law other than German law), restating implementation, registration, granting, release and/or termination, as the case may be, of:

- (i) a German law governed confirmation and junior ranking share pledge agreement relating to the shares in the Principal between MSX International Limited as pledgor, the Security Agent as pledgee and the Principal as pledged company;
- (ii) a German law governed confirmation agreement in relation to a receivables assignment agreement relating to receivables of the Principal between the Principal as assignor and the Security

Zedentin und dem Security Agent als Zessionar;

- (iii) einem Bestätigungs- und nachrangigen Kontenverpfändungsvertrag unter deutschem Recht betreffend die Bankkonten der Vollmachtgeberin zwischen der Vollmachtgeberin als Pfandgeber und dem Security Agent als Pfandnehmer; und
- (iv) jegliche weiteren Dokumente unter deutschem Recht oder unter jedem anderen Recht, einschließlich, aber nicht abschließend Sicherheitenverträge, Gesellschafterbeschlüsse im Hinblick auf die Unterzeichnung von anderen, im Zusammenhang mit den Existierenden Dokumenten stehenden Dokumenten durch Tochtergesellschaften der Vollmachtgeberin, andere Beschlüsse, Anzeigen, *director's certificates*, *officer's certificates*, *requests*, Vollmachten, *process agent letter*, *stock transfer forms* und andere Schreiben oder Erklärungen, die im Zusammenhang mit den Existierenden Dokumenten und/oder den unter (i) bis **Error! Reference source not found.** genannten Dokumenten erforderlich sind oder werden,

zu vertreten.

Jeder der Bevollmächtigten ist insbesondere berechtigt:

- (i) jedes andere Finance Document (wie im Amendment and Restatement Agreement definiert), zu welchem die Vollmachtgeberin Partei werden soll, zu unterzeichnen;
- (ii) die Vollmachtgeberin als Partei von Geschäftsanteilsverpfändungsverträgen über die Anteile an der Vollmachtgeberin zu vertreten und/oder entsprechende Anzeigen entgegen zu nehmen;

Agent as assignee;

- (iii) a German law governed confirmation and junior ranking account pledge agreement relating to bank accounts of the Principal between the Principal as pledgor and the Security Agent as pledgee;
- (iv) any other documents governed by German law or any other law, including without limitation agreements, security documents, shareholder resolutions with respect to the Principal's subsidiaries' execution of any documents in connection with the Existing Documents, any other resolutions, notices, director's certificates, officer's certificates, requests, powers of attorney, process agent letters, stock transfer forms, other letters and declarations, that are or will be required in connection with the Existing Documents and/or the documents set out in (i) through **Error! Reference source not found.** above.

Each Attorney shall further be authorized to

- (i) sign any other Finance Document (as defined in the Amendment and Restatement Agreement) to which the Principal is or is intended to be a party;
- (ii) represent the Principal as a party to any share pledge agreements over the shares in the Principal and/or to receive corresponding notifications;

- (iii) als Vertreter der Vollmachtgeberin in deren Eigenschaft als Gesellschafterin in Gesellschafterversammlungen von Tochtergesellschaften der Vollmachtgeberin die Geschäftsführung der jeweiligen Tochtergesellschaft zu jeglichen vorgenannten Maßnahmen zu ermächtigen sowie einer Verpfändung von Geschäftsanteilen an der jeweiligen Tochtergesellschaft zuzustimmen; und
- (iv) Verträge, Dokumente, Certificates, Instrumente, Register, Anzeigen (sowie ggf. *utilisation requests*) und Gesellschafterbeschlüsse, die unter oder im Zusammenhang mit den hierin aufgelisteten Dokumenten bzw. der Transaktion stehen, nach seinem Ermessen zu verhandeln, abzuhalten, abzuändern (in jedem Ausmaß, einschließlich der Wahl eines anderen Rechts), zu unterzeichnen, abzuschließen, zu erfüllen, zu liefern, zu bescheinigen bzw. Rechte darunter zu erlassen; sowie alle Maßnahmen vorzunehmen, die damit im Zusammenhang stehen bzw. im Zusammenhang mit oder für die Zwecke der hierin aufgelisteten Dokumente bzw. der Transaktion und der Erfüllung der Verpflichtungen der Vollmachtgeberin darunter notwendig, zweckdienlich oder erwünscht sind.

Die Änderung der Parteien, der Bezeichnung der Verträge und/oder der Beträge oder die Zusammenfassung mehrerer Verträge in einem Vertrag oder unter einer Mantelurkunde oder ähnliches hat keinen Einfluss auf und beeinträchtigt nicht die Wirksamkeit dieser Vollmacht.

Jeder der Bevollmächtigten ist von den Beschränkungen gemäß § 181 BGB und entsprechender Vorschriften anderer Jurisdiktionen befreit, soweit dies gesetzlich zulässig ist und der Unterzeichner selbst von § 181

- (iii) to authorise the management of subsidiaries of the Principal to any of the aforementioned measures in the shareholders meetings as representative of the Principal in its capacity as shareholder and to consent to a pledge over the shares in the relevant subsidiary; and

- (iv) to negotiate, amend (however fundamentally, including for the avoidance of doubt, a choice of law other than German law), adapt, waive, sign, certify, execute, deliver, perform and/or dispatch any agreements, documents, certificates, instruments, proxies, notices (including, if applicable, any utilisation request) and registers, shareholders' meetings, as may be required under or in connection with or as contemplated by the documents referred to herein and/or the transactions in such forms as the Attorney may approve; and to do all such acts and things as may be ancillary thereto and/or necessary and/or useful and/or desirable in the sole opinion of the Attorney in connection with or for the purpose of the entering into, execution or performance of the documents referred to herein and/or the transaction, and the performance by the Principal of its obligations thereunder.

This Power of Attorney shall remain unaffected by any change to the parties, the names of the agreements and/or the amounts or the combination of several agreements in one agreement or in one deed or the like.

Each Attorney shall be released from the restrictions set forth in Sec. 181 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and comparable provisions in other jurisdictions, as far as this is legally allowed and the under-

BGB bzw. entsprechenden Vorschriften anderer Jurisdiktionen befreit ist.

Jeder der Bevollmächtigten ist berechtigt, Untervollmachten in gleichem Umfang zu erteilen.

Soweit die Bevollmächtigten die in dieser Vollmacht genannten Handlungen bereits ausgeführt haben, werden diese hiermit genehmigt.

Ein Bevollmächtigter haftet nicht für einen Schaden, den die Vollmachtgeberin im Zusammenhang damit erleidet, dass der Bevollmächtigte für die Vollmachtgeberin handelt oder für sie zu handeln unterlässt, außer der Schaden beruht auf Vorsatz. Die Vollmachtgeberin verpflichtet sich, die Bevollmächtigten von allen Ansprüchen Dritter freizustellen, die infolge eines nicht vorsätzlichen Handelns bzw. Unterlassens von Handlungen im Rahmen dieser Vollmacht entstehen oder drohen.

Diese Vollmacht ist weit auszulegen, damit stets der mit ihr verfolgte wirtschaftliche Zweck erreicht werden kann.

Diese Vollmacht unterliegt deutschem Recht. Der deutsche Text dieser Vollmacht ist bindend.

signed himself is released from the restrictions set forth in Sec. 181 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and/or comparable provisions in other jurisdictions.

Each Attorney shall be authorized to delegate his/her powers with the same scope of authorization to any other person.

If and to the extent the Attorneys have already taken any actions referred to in this Power of Attorney, such actions are hereby approved.

The Attorneys shall not be liable for any loss or damage suffered by the Principal in connection with anything done or omitted by such Attorney save in respect of such loss or damage which is suffered as a result of the wilful misconduct of the Attorney. The Principal hereby agrees to indemnify the Attorneys from any and all liabilities towards third parties which incurred or threaten to incur by actions or omissions of such Attorney under this Power of Attorney other than in case of wilful misconduct.

This Power of Attorney shall be construed widely so as to always achieve its economic purpose.

This Power of Attorney shall be subject to German law. The German version of this Power of Attorney shall prevail.

[Rest der Seite absichtlich freigelassen / Remainder of page intentionally left blank]

SIGNATURES

MSX International GmbH

Signature

A black rectangular box redacting the signature.

Name:

Sam Del Mar

Title:

Vollmacht

Wir, die unterzeichnende,

Power of Attorney

We, the undersigned,

Royal Bank of Canada
20 King Street West
4th Floor
Toronto, ON, Canada
M5H 1C4

(die "Vollmachtgeberin") bevollmächtigen
hiermit die unten genannten Personen und
zwar jeden von ihnen einzeln

(the "Principal") hereby authorise the persons
listed below; and each of them with authority
to act alone and individually.

Daniela Schell, Diplom-Dolmetscherin / graduated interpreter, geboren [REDACTED]
[REDACTED]

Georgia von Holtzapfel, Konferenzdolmetscherin / conference interpreter, geboren / born [REDACTED]
[REDACTED]

Evica Schmitt-Lautenschlager, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Marianne Crux, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Gesa Skoberne, Diplom-Dolmetscherin / graduated interpreter, geboren / born [REDACTED]
[REDACTED]

Denis Buckley, Dolmetscher und Übersetzer / translator and interpreter, geboren / born [REDACTED]
[REDACTED]

Eva Michelt, Konferenzdolmetscherin / conference interpreter, geboren [REDACTED]
[REDACTED]

(nachfolgend die "Bevollmächtigten")

(hereafter the "Agents")

die Vollmachtgeberin im Zusammenhang mit
einem am 31. Januar 2018 abgeschlossenen
Änderungs- und Neufassungsvertrag
(*Amendment and Restatement Agreement*) im
Hinblick auf den am 19. Dezember 2016
abgeschlossenen Kreditvertrag zwischen,
unter anderem, Pacific (BC) Bidco Limited als
Darlehensnehmerin und Garantin, den darin
genannten Darlehensgebern, Nomura Bank
International plc, HSBC Bank Plc und der
Vollmachtgeberin als Arrangeure (*mandated*

to represent the Principal in connection with
entering into on its behalf the below listed
agreement in relation to an amendment and
restatement agreement dated
31 January 2018 relating to the senior facilities
agreement dated 19 December 2016 between,
inter alia, Pacific (BC) Bidco Limited as
borrower and guarantor, the lenders named
therein, Nomura Bank International plc, HSBC
Bank Plc and the Principal as mandated lead
arrangers as well as the Principal as agent

lead arrangers) sowie der Vollmachtgeberin, als Agentin (*agent*) und Sicherheitentreuhänderin (*security agent*) in jeglicher Weise zu vertreten und insbesondere den folgenden Vertrag für die Vollmachtgeberin und in deren Namen abzuschließen:

1. Ein bestätigenden und nachrangigen Geschäftsanteilsverpfändungsvertrag betreffend die Anteile an der MSX International GmbH, eingetragen im Handelsregister des Amtsgerichts Köln unter HRB 29505, abzuschließen zwischen der MSX International Limited als Verpfänderin, der Vollmachtgeberin als Sicherheitentreuhänderin und der MSX International GmbH als verpfändete Gesellschaft.

und die Verpfändungen den jeweiligen verpfändeten Gesellschaften anzuzeigen.

Die Bevollmächtigten sind darüber hinaus berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklärungen abzugeben und entgegenzunehmen und alle von ihnen in diesem Zusammenhang vernünftigerweise als notwendig, angemessen oder zweckmäßig angesehen weiteren Maßnahmen zu ergreifen und insbesondere die Bedingungen und den Wortlaut der dazu abzuschließenden Verträge, Urkunden oder auszustellenden Dokumente zu verhandeln und festzulegen.

Soweit gesetzlich zulässig und rechtskräftig durch ein zuständiges Gericht festgestellt, stellt die Vollmachtgeberin die Bevollmächtigten hiermit von sämtlichen Verlusten, Kosten, Ansprüchen und Ausgaben frei, die den Bevollmächtigten in angemessenem Umfang in Ausübung dieser Vollmacht oder im Zusammenhang mit dieser Vollmacht entstehen.

and security agent:

1. a confirmation and junior-ranking share pledge agreement regarding the shares in MSX International GmbH, registered in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Cologne; Germany under HRB 29505, to be entered into by MSX International Limited as pledgor, the Principal as security agent and MSX International GmbH GmbH as pledged company; and

and to notify the pledges to the respective companies.

In addition, the Agents are authorised to make and accept all declarations and to take all further measures which they may deem reasonably necessary, appropriate or expedient in this context and in particular to negotiate and to determine the terms and wording of the agreements, deeds and documents to be entered into or executed, as the case may be.

To the extent finally determined by a court of competent jurisdiction, the Principal agrees to indemnify the Agents against any losses, costs, claims or expenses reasonably incurred by or against any of the Agents in connection with the powers contained herein to the extent permitted by law.

Ein Bevollmächtigter haftet nicht für einen Schaden, den die Vollmachtgeberin oder Dritte im Zusammenhang damit erleiden, dass der Bevollmächtigte für die Vollmachtgeberin handelt oder für die Vollmachtgeberin zu handeln unterlässt, außer der Schaden beruht auf Vorsatz.

An Agent shall not be liable for any loss or damage suffered by the Principal or a third party in connection with anything done by such Agent, save in respect of such loss or damage which is suffered as a result of the wilful misconduct of the Agent.

Die Bevollmächtigten dürfen diese Vollmacht einmalig oder mehrmalig verwenden, auch zum Zwecke der Änderung oder Ergänzung von Erklärungen, die bereits unter dieser Vollmacht abgegeben wurden.

The Agents may use this Power of Attorney once or several times, also for modifying, supplementing or amending declarations or statements already made or given under this Power of Attorney.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und können daher insbesondere gleichzeitig als Vertreter für andere Vollmachtgeber handeln.

The Agents are released from the restrictions of § 181 German Civil Code and are thus, in particular authorised to act at the same time for another principal.

Diese Vollmacht soll umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

This Power of Attorney shall be broadly construed in order to serve its purposes.

Diese Vollmacht enthält eine deutsche und eine englische Fassung. In Zweifelsfällen ist die deutschsprachige Fassung maßgeblich.

This Power of Attorney contains a German and an English version. In case of doubt, the German version shall prevail.

Diese Vollmacht unterliegt deutschem Recht und erlischt mit Ablauf des 15. April 2018.

This Power of Attorney shall be governed by German laws and will terminate and be of no further force or effect at the end of 15 April 2018.

New York, NY, February 16, 2018

Ort, Datum/Place, Date

Royal Bank of Canada

undertaken which is represented by

Name: Patrick Shields
Title: Officer

duly authorised representative of Royal Bank of Canada

Name: Amy Trapp
Title: Vice President

duly authorised representative of Royal Bank of Canada

[stamp: 1194]

Roll of deeds no. /2016
dated 31 May 2016

**New list of shareholders
of the company MSX International GmbH
with its seat in Cologne
Address: 50829 Cologne, Hugo-Eckener-Straße 20
Commercial register court of Cologne, HRB 29 505**

Serial number of the shares	Shareholder (Name, first name, date of birth and place of residence or company name and seat)	Number of shares (quantity)	Nominal value of each share (in euro)	Total of nominal values	Changes
1	MSX International Limited, with its seat in Colchester, United Kingdom, address: C01 1 TG Colchester, 27 Middleborough, Companies House, Company No. 01949542	1	25,564.59 euros	25,564.59 euros	Disposal (<i>Veräußerung</i>) and transfer (<i>Abtretung</i>) of 31 May 2016
Total	-	1	25,564.59 euros	25,564.59 euros	-

Munich, 31 May 2016

[stamp: DR THOMAS WACHTER,
NOTARY IN MUNICH]

[signature]

(Signature and seal of the notary)

The changed entries in the above list of shareholders correspond to the changes in which I was involved as notary. In all other respects, the list of shareholders corresponds to the content of the list of shareholders included most recently in the commercial register (*Handelsregister*).

Munich, 31 May 2016

[stamp: DR THOMAS WACHTER,
NOTARY IN MUNICH]

[signature]

(Signature and seal of the notary)

It is requested to directly provide the company, upon the new list of shareholders being included in the register's folder (*Registerordner*), with a complete official printout of the list of shareholders as included in the commercial register.

A certified copy of such list of shareholders will be provided to:

- the shareholders,
- the company (with acknowledgement of receipt),
- the company's lawyer,
Dr Armin Fary,
Law firm Deichert LLP,
(address: 80636 Munich, Erika-Mann-Straße 5),
- the Local Court (*Amtsgericht*) of Cologne, commercial register (in electronic form).

Munich, 31 May 2016

I hereby certify the image data (copy) contained in this file to be a true copy of the paper document (original copy) available to me.

Dr Thomas Wachter
Notary

Certified translation from German into English

"I, the undersigned, a duly sworn and authorised translator for the English and French languages for the Law Courts and Notaries in the State of Hesse, Federal Republic of Germany, hereby certify that the foregoing is a complete and true translation of the German text on the eighteenth to twenty-first page of the original document.

The German text was available to me as a PDF file."



Frankfurt am Main, 20 March 2018

Dipl.-Übers. Marc Schwintek