

MR01

Particulars of a charge

02066639  
IRIS Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

✓ You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record



LD3 05/03/2014 #89  
COMPANIES HOUSE

**1 Company details**

Company number 02073305  
Company name in full Alexander Mann Solutions Limited

For official use  
21  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 27/02/2014

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Credit Suisse AG, Cayman Islands Branch

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

N/A

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Lotham & Watkins*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Peter Gomez

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country England

DX

Telephone 020 7710 4558



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2073305

Charge code: 0207 3305 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2014 and created by ALEXANDER MANN SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2014.

R

Given at Companies House, Cardiff on 7th March 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**AGREEMENT ON REGISTERED PLEDGE AND FINANCIAL PLEDGE  
OVER SHARES IN ALEXANDER MANN SOLUTIONS POLAND  
SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**

between

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
as Pledgee**

and

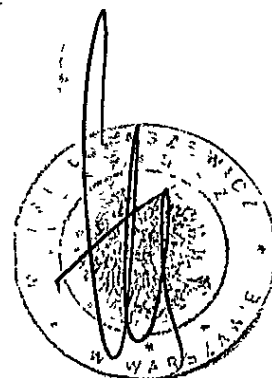
**ALEXANDER MANN SOLUTIONS LIMITED  
as Pledgor**

27 February 2014

WEIL, GOTTSAL & MANGES - PAWEŁ RYMARZ SP. A.  
UL. EMILII PLATER 53  
00-113 WARSAW, POLAND

I certify that the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature *P. Gomez* (Peter Gomez)  
Date 4 March 2014



THIS AGREEMENT is dated 27 February 2014

**BETWEEN**

- (1) **ALEXANDER MANN SOLUTIONS LIMITED**, with its registered office at 3 Waterhouse Square, 138-142 Holborn, London, EC1N 2SW, registration number 02073305 as pledgor (the "Pledgor"), and
- (2) **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, with its registered office in New York at Eleven Madison Avenue, New York, NY 10010 as pledgee (the "Pledgee")

**BACKGROUND.**

- (A) Pursuant to a credit agreement dated 20 December 2013 (as amended) (the "Credit Agreement") among the Borrowers (as defined therein), Violin MidCo Ltd as Holdings, Violin NewCo Ltd, as the Parent, the Pledgee, as the Administrative Agent and the Collateral Agent, and the other entities indicated therein, the Lenders (as defined therein) agreed to extend certain loans to the Borrower on the terms provided therein
- (B) The Pledgor and the Pledgee, among other entities, are parties to an intercreditor agreement dated 20 December 2013 (the "Intercreditor Agreement"), under Clause 15.2 (*Parallel debt*) of which the Pledgee has independent and separate pecuniary claims against each Debtor (as defined in the Intercreditor Agreement), including, *inter alia*, the Pledgor
- (C) For the purposes of securing the payment of the Secured Claims (as defined below), the Pledgor has agreed to establish the Registered Pledge, the Financial Pledge and the Assignment (as such terms are defined below) in favour of the Pledgee on the terms set forth herein

**IT IS AGREED** as follows

**1. INTERPRETATION**

**1.1 Definitions**

In this Agreement

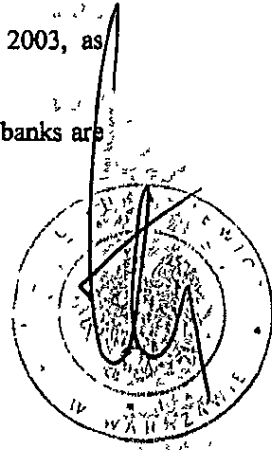
**Act on Accounting** means Act on accounting of 29 September 1994 (*Journal of Laws* of 2009, No 152, item 123, as amended).

**Act on Financial Collaterals** means the Act on Financial Collaterals dated 2 April 2004, as amended (J L 2004, No 91, item 871)

**Act on Registered Pledges** means the Act on Registered Pledges and the Pledge Register dated 6 December 1996, as amended (J L 2009, No 67, item 569)

**Bankruptcy Law** means the Bankruptcy and Reorganisation Law dated 28 February 2003, as amended (J L 2003, No 60, item 535)

**Business Day** means a day (other than a Saturday, a Sunday or public holiday) on which banks are open for general business in Warsaw



**Catalogue** means the catalogue of descriptions of the objects of a registered pledge attached to the Ordinance of the Minister of Justice on the detailed organisation and maintenance of the register of pledges of 15 October 1997 as schedule 1, as amended (J L 1997, No 134, item 892).

**Change Notice** means a notice substantially in the form of Schedule 5 (Form of Change Notice)

**Civil Code** means the Civil Code dated 23 April 1964, as amended (J L 1964, No 16, item 93)

**Commercial Companies Code** means the Commercial Companies Code dated 15 September 2000, as amended (J L 2000, No 94, item 1037)

**Company** means Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością, with its registered office in Kraków at ul Puskarska 7F, 30-644 Kraków, entered in the Register of Business Entities of the National Court Register maintained by the District Court in Kraków, XI Commercial Division of the National Court Register, under KRS No 0000227368, with REGON number 140016410, NIP number 5222762925.

**Enforcement Notice** means a notice from the Pledgee to the Pledgor substantially in the form of Schedule 4 (Form of Enforcement Notice)

**Declared Default** means an Event of Default which has resulted in the Pledgee exercising any of its rights (or the automatic acceleration of Loans and termination of Commitments) under Section 7 01 (*Events of Default*) of the Credit Agreement

**Financial Pledge** means the financial pledge over the Shares established under Clause 2 1(a) (Establishment of the Financial Pledge)

**Future Share** means any share in the share capital of the Company which the Pledgor acquires after the date of this Agreement, by way of an increase of the share capital of the Company or otherwise

**Party** means a party to this Agreement.

**Rights** means any present and future pecuniary claim of the Pledgor to which it is or becomes entitled as a shareholder of the Company, including, without limitation, any claim to receive

- (a) any dividend, right, money or property accruing or offered at any time in relation to the Shares,
- (b) any amount payable by way of redemption of the Shares, and
- (c) any part of the Company's assets after liquidation

**Registered Pledge** means the registered pledge over the Shares established under Clause 2.2(a) (Establishment of the Registered Pledge)

**Secured Claims** means any and all existing and future pecuniary claims of the Pledgee against the Pledgor under or in connection with Clause 15 2 (*Parallel debt*) of the Intercreditor Agreement.

**Security Interest** means a mortgage, pledge (including ordinary, registered, financial or treasury pledge), assignment or transfer of title by way of security or any other lien, charge or other agreement or arrangement having the effect of conferring security





**Secured Parties** means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) the Collateral Agent, (e) each counterparty to any Secured Hedging Agreement with a Loan Party the obligations under which constitute Obligations, (f) each provider that is the Administrative Agent, the Collateral Agent, the Lead Arranger or a Lender or an Affiliate of the Administrative Agent, the Collateral Agent, the Lead Arranger or a Lender of Treasury Management Obligations, (g) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (h) the successors and permitted assigns of each of the foregoing

**Security Period** means the period beginning on the date of this Agreement and ending on the date on which the Secured Claims have been validly, effectively and unconditionally paid or discharged in full and expired.

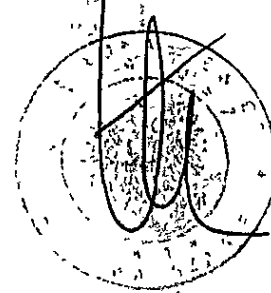
**Seizure Notice** means a notice from the Pledgee to the Pledgor substantially in the form of Schedule 6 (Form of Seizure Notice)

**Shares** means 999 (ninety hundred and ninety nine) shares in the share capital Company each with a nominal value of PLN 50 (fifty) owned by the Pledgor, with the total nominal value of PLN 49,950 (forty nine thousand nine hundred and fifty) representing in total 99,9% of the share capital of the Company as at the date of this Agreement

**Valuer** means an expert selected by the Pledgee from among any of the following companies KPMG Advisory Spółka z ograniczoną odpowiedzialnością, Deloitte Advisory sp. z o.o., Ernst&Young Corporate Finance sp. z o.o., PricewaterhouseCoopers Polska sp. z o.o. or their legal successors or assignees or companies from their group rendering auditing and/or financial advisory services in Poland or other entity agreed between the Pledgee and the Pledgor in writing

Capitalised terms defined in the Credit Agreement and used herein have, unless expressly defined otherwise in this Agreement, the same meanings in this Agreement

- (a) The principles of construction set out in the Credit Agreement will have effect as if set out in this Agreement
- (b) In this Agreement, unless the context otherwise requires, a reference to a Loan Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Loan Document or other document, including any amendment providing for any increase in the amount of a financing or any additional financing
- (c) This Agreement is subject to the terms of the Intercreditor Agreement and the Credit Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Intercreditor Agreement or the Credit Agreement, the Intercreditor Agreement or the Credit Agreement (as appropriate) shall prevail to the extent permitted by applicable law. Notwithstanding any provision of this Agreement, nothing which is permitted to be done under the Credit Agreement and the Intercreditor Agreement shall be deemed to constitute a breach of any term of this Agreement and no representation, warranty, undertaking or other provision contained herein shall be breached to the extent it conflicts with the Credit Agreement and the Intercreditor Agreement, prohibits something which would otherwise be permitted under the Credit Agreement and the Intercreditor Agreement or requires action where none would be so required under the Credit Agreement and the Intercreditor Agreement.
- (d) Words and expressions in plural include the singular and *vice versa*



- (e) The headings in this Agreement do not affect its interpretation

## **2. CREATION OF SECURITY**

### **2.1 Establishment of the Financial Pledge**

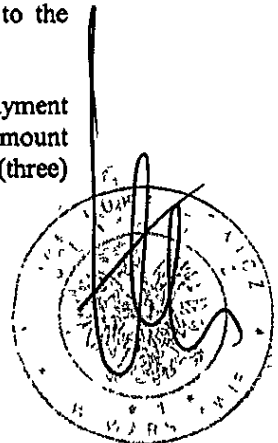
- (a) In order to secure the Secured Claims, the Pledgor establishes in favour of the Pledgee a first ranking financial pledge over the Shares (the "Financial Pledge")
- (b) The Financial Pledge will expire at the end of the Security Period, no later however than on 20 December 2034.
- (c) The Pledgee consents to the establishment of the Financial Pledge

### **2.2 Establishment of the Registered Pledge**

- (a) In order to secure the Secured Claims, the Pledgor establishes in favour of the Pledgee a first ranking registered pledge over the Shares up to the maximum secured amount of USD 420,000,000 (the "Registered Pledge")
- (b) The Registered Pledge will expire at the end of the Security Period
- (c) The Pledgee consents to the establishment of the Registered Pledge

### **2.3 Assignment**

- (a) As additional security for the repayment of the Secured Claims, the Pledgor hereby assigns all its Rights to the Pledgee (the "Assignment").
- (b) The Pledgee accepts the Assignment
- (c) Until a Declared Default has occurred, the Pledgor shall be entitled to receive any payments that become due and payable under the Rights. For the purpose of the above, the Assignment with respect to any right to payment of an amount that becomes due and payable prior to the occurrence of a Declared Default shall automatically expire upon any such amount becoming due and payable and the relevant Rights shall be automatically and immediately re-assigned from the Pledgee to the Pledgor and the Pledgor shall become the Company's creditor in respect of such amount without any additional notifications or statements to be made by either of the Parties. For avoidance of doubt, the re-assignment referred to herein shall apply solely to the right for a payment that has at the given moment become due and payable, whereas the Assignment in respect of Rights not re-assigned in accordance with this paragraph (c), shall remain in full force and effect.
- (d) The Parties confirm that upon the occurrence of a Declared Default:
  - (i) no right to payment shall be deemed to be re-assigned from the Pledgee to the Pledgor pursuant to Clause 2.3(c), and
  - (ii) if after the occurrence of Declared Default the Pledgor receives any payment referred to in Clause 2.3(c) it shall immediately reimburse to the Pledgee the amount equal to the aforementioned payment, in any case no later than within 3 (three) Business Days from such receipt



## 2.4 Future Shares

- (a) The Pledgor must promptly notify the Pledgee of
  - (i) any decision of the competent district (commercial) court on any registration in the Register of Business Entities of an increase in the Company's share capital, or
  - (ii) any acquisition of a Future Share,

no later, however, than within 5 (five) Business Days of such decision or acquisition

- (b) No later than 10 (ten) Business Days of the decision or acquisition under paragraph (a), the Pledgor must establish a registered and financial pledge over the Future Shares as security for the Secured Claims by entering into an agreement substantially in the form of this Agreement with any amendments which the Pledgee may require (subject always to the Agreed Security Principles) This Clause 2.4(b) shall not be breached by the Pledgor, if such registered and financial pledge agreement is not executed within the period prescribed above for reasons attributable to the Pledgee
- (c) The Pledgor undertakes not to waive any pre-emptive rights (*prawo pierwszeństwa*) to subscribe for any Future Share
- (d) Following the occurrence of a Declared Default, the Pledgee shall be authorised to participate at general meeting of the shareholders of the Company and exercise the voting rights and non-property rights attached to the Future Shares in accordance with this Agreement
- (e) The restrictions and obligations of the Pledgor related to the Shares shall apply to the Future Shares

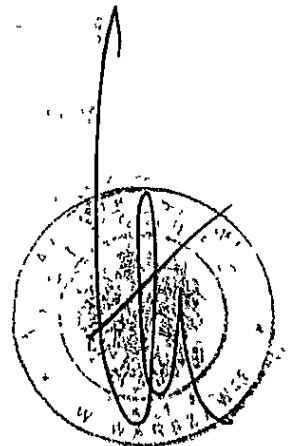
## 2.5 General

- (a) All the security created under this Agreement
  - (i) is continuing security for the payment and discharge of the Secured Claims and will extend to the ultimate balance of all sums due from the Pledgor to the Pledgee under Clause 15.2 (*Parallel debt*) of the Intercreditor Agreement, regardless of any intermediate payment or discharge in whole or in part of the Secured Claims, and
  - (ii) is in addition to, and is not in any way prejudiced by, any other Security Interest now or subsequently held by any Secured Party
- (b) The Pledgor consents to security established hereunder continuing as security for the Secured Claims following any novation of the Secured Claims or any part thereof

## 3. REGISTRATION AND FURTHER ASSURANCES

### 3.1 Notice of Financial Pledge and Assignment

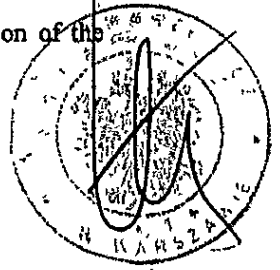
The Pledgor must, at its own cost and expense



- (a) on the date of execution of this Agreement send a notice (signed by the Pledgor and the Pledgee) substantially in the form of Schedule 1 Part 1 hereto and a copy of this Agreement to the Company,
- (b) procure that the Company's management board registers the establishment of the Financial Pledge and the Pledgee's right to exercise the voting rights attached to the Shares in the Company's share register,
- (c) provide the Pledgee, within ~~10~~ <sup>15 (fifteen)</sup> Business Days of the date hereof, with an extract of the Company's share register, executed in accordance with the manner of representation of the Company, confirming making the abovementioned entry, and
- (d) procure that after making the entry in the share register, the management board of the Company draws up a new list of shareholders, with a note on the establishment of the Financial Pledge and files that list of shareholders with the district (commercial) court maintaining the court register relevant for the Company and provides the Pledgee with a copy of the court application and evidence that the application has been duly filed and the court fees have been duly paid, not later than within ~~10~~ <sup>15 (fifteen)</sup> Business Days of the date hereof.

### 3.2 Registration of Registered Pledge

- (a) The Pledgor must, at its own cost and expense:
  - (i) within 4 (four) Business Days following the date of execution of this Agreement file an application to enter the Registered Pledge in the register of pledges maintained by the competent district (commercial) court and pay all fees, including court fees, relevant for the application, and
  - (ii) no later than within 7 (seven) Business Days following the date of filing the application referred to in Clause 3 2(a)(i) hereof, provide the Pledgee with a copy of the application for entering the Registered Pledge in the register of pledges and evidence that the application has been duly filed and the court fees have been duly paid.
- (b) The application for the registration of the Registered Pledge must be submitted to the register of pledges maintained by the competent district (commercial) court on the official form and the Shares must be classified in accordance with item G1 of the Catalogue (*share in a limited liability company*).
- (c) The Pledgor
  - (i) may not withdraw an application which has been filed,
  - (ii) must take any action which may be required or is necessary in order to register the Registered Pledge in the register of pledges, and
  - (iii) must rectify any formal defects and any mistakes in the application at its own cost and expense and within any applicable time limit
- (d) Upon receipt of the decision of the district (commercial) court on the registration of the Registered Pledge in the register of pledges, the Pledgor must



- (i) verify that the Registered Pledge was registered in accordance with this Agreement and the application, and
- (ii) if necessary, at its own cost and expense and within any applicable time limit, take any action permitted by law to rectify any mistake or inconsistency in the decision of the court.

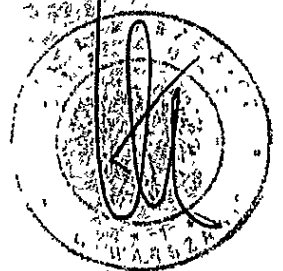
### 3.3 Notice of Registered Pledge

The Pledgor must, at its own cost and expense

- (a) within five (5) Business Days of the date of receipt by it of the decision of the competent district (commercial) court on the registration of the Registered Pledge in the register of pledges, send a notice to the Company, with a copy to the Pledgee, substantially in the form set out in Schedule 2 (Form of notices of the Registered Pledge) attaching to such notice a copy of the court decision, and
- (b) procure that the Company's management board registers the establishment of the Registered Pledge together with the Pledgee's right to exercise the voting rights attached to the Shares in the Company's share register;
- (c) provide the Pledgee with an extract of the Company's share register, executed in accordance with the manner of representation of the Company, confirming the entry referred to in Clause 3 3(b) within 10 (ten) Business Days of the date of receipt by the Company of the decision referred to in paragraph (a) above, and
- (d) procure that after making the entry in the share register, the management board of the Company draws up a new list of shareholders, with a note on the establishment of the Registered Pledge and files that list of shareholders with the district (commercial) court maintaining the court register relevant for the Company and provides the Pledgee with a copy of the court application and evidence that the application has been duly filed and the court fees have been duly paid, not later than within 10 (ten) Business Days of the date of receipt by the Pledgor of the decision referred to in paragraph (a) above.

### 3.4 Share rights

- (a) On the date of this Agreement, the Pledgor must provide to the Pledgee an executed power of attorney, substantially in the form of Schedule 7 (Form of power of attorney), in order to enable the Pledgee to exercise the voting rights and the non-property rights attached to the Shares and the Future Shares
- (b) The Pledgee accepts the power of attorney granted pursuant to Clause 3 4(a).
- (c) The Pledgor waives the right to revoke the power of attorney granted under Clause 3.4(a) and declares that this waiver is justified by the nature of the legal relationships between the Pledgor and the Pledgee created under this Agreement. The Pledgee shall inform the Pledgor regarding any acts performed by the Pledgee on the Pledgor's behalf on the basis of the power of attorney, and shall provide the Pledgor with copies of all documents signed by the Pledgee on the basis of the power of attorney



### 3.5 Power of attorney

- (a) The Pledgor, by way of security, irrevocably appoints the Pledgee (with full power of substitution and delegation) as its attorney to take any action which the Pledgor must take hereunder on its behalf following the occurrence of a Declared Default, or failure by the Pledgor to comply with a duly requested further assurance or perfection obligation (following five Business Days after such request), to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is required to execute and do under the terms of this Agreement, or which may be required or deemed proper by the Pledgee (acting reasonably) in the exercise of any rights or powers conferred on the Pledgee under this Agreement, and the Pledgor covenants with the Pledgee to ratify and confirm all such acts or things made, done or executed by that attorney
- (b) The limitations set out in Art 108 of the Civil Code do not apply to the power of attorney granted under Clause 3 5(a)
- (c) The Pledgor waives the right to revoke the power of attorney granted under Clause 3 5(a) and declares that this waiver is justified by the nature of the legal relationships between the Pledgor and the Pledgee created under this Agreement. The Pledgee shall inform the Pledgor regarding any acts performed by the Pledgee on the Pledgor's behalf on the basis of the power of attorney, and shall provide the Pledgor with copies of all documents signed by the Pledgee on the basis of the power of attorney

### 3.6 Further assurances

The Pledgor must, at its own cost and expense, take whatever action the Pledgee may require for

- (a) protecting any security created under this Agreement and any other rights of the Pledgee hereunder,
- (b) facilitating the enforcement of any security created under this Agreement or the exercise of any right, power or discretion exercisable by the Pledgee or by any of its delegates in respect of any Shares or Rights, or
- (c) facilitating the assignment or transfer of any rights and/or obligations of the Pledgee under this Agreement.

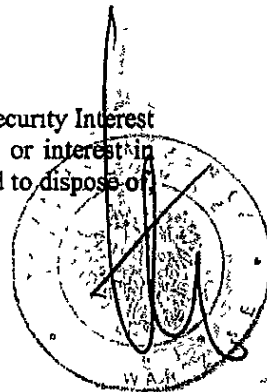
## 4. SECURITY REPRESENTATIONS

### 4.1 Representations

Being fully aware of the fact that the Pledgee is entering into this Agreement based on reliance on the representations and warranties set forth below, the Pledgor hereby makes the aforementioned representations and warranties to the Pledgee

### 4.2 Title

- (a) It has full and exclusive title to all of the Shares and the Rights, free of any Security Interest (except for the security created under this Agreement) and any other right or interest in favour of any other person and it has not agreed to encumber, nor has it agreed to dispose of, any of the Shares and the Rights in any manner whatsoever



- (b) To the Pledgor's best knowledge, no Share or Right is the subject of a dispute or claim.
- (c) The Shares and the Rights are not subject to any court, administrative, arbitration or enforcement proceedings and have not been seized by a public bailiff or other relevant entity and, to the Pledgor's best knowledge, there are no circumstances that could constitute grounds for the institution of such proceedings
- (d) The Shares are validly issued and fully paid up
- (e) All authorisations, permits and consents required to be obtained in connection with the entry into and performance of this Agreement and the creation of any security hereunder have been obtained and are in full force and effect

#### **4.3 No bankruptcy**

No motion for the declaration of the bankruptcy of the Pledgor or the Company has been filed and neither the Pledgor nor the Company has submitted a representation to institute restructuring proceedings or other similar proceedings and there are no circumstances that may constitute grounds for the declaration of the bankruptcy of the Pledgor or the Company or the institution of restructuring or similar proceedings against the Pledgor or the Company, in particular neither the Pledgor or the Company is insolvent within the meaning of applicable law

#### **4.4 Times for making representations**

Each representation set out in this Agreement is made on the date of this Agreement.

### **5. RESTRICTIONS ON DEALINGS**

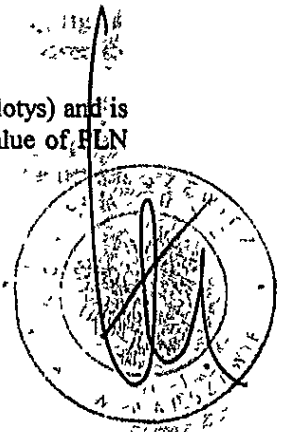
- (a) The Pledgor may not, without the prior written consent of the Pledgee
  - (i) create or permit to subsist any Security Interest on any Share or Right,
  - (ii) sell, transfer or otherwise dispose of any Share or Right,
  - (iii) waive, amend or terminate, in whole or in part, any ancillary right or other right in respect of any Share or Right, or
  - (iv) take any action which would result in a reduction in the value of any Share or Right
- (b) The obligations of the Pledgor under this Agreement are without prejudice to the rights and obligations of the Pledgor under the Loan Documents.

### **6. SHARES**

#### **6.1 Representations relating to the Shares**

The Pledgor represents to the Pledgee that, as at the date of this Agreement

- (a) the Company's share capital amounts to PLN 50,000 (in words fifty thousand zlotys) and is divided into 1,000 (in words one thousand) shares, each having a nominal value of PLN 50 00 (in words fifty zlotys), and
- (b) the Shares constitute 99,9% of the share capital of the Company



## 6.2 Other obligations in respect of the Shares and Rights

- (a) The Pledgor must.
  - (i) duly and promptly perform its obligations and diligently pursue its rights relating to each Share and Right,
  - (ii) take any action necessary to ensure that the Pledgee receives any payments to which it is entitled under this Agreement;
  - (iii) promptly notify the Pledgee of any event or circumstance which has or might be expected to have a material adverse effect on the security granted under this Agreement or the rights of the Pledgee hereunder; and
  - (iv) take all actions necessary to ensure that the voting rights attached to the Shares can be exercised at the general meeting of the shareholders
- (b) Subject to the terms of the Intercreditor Agreement and the Credit Agreement, the Pledgee need not
  - (i) perform any obligation of the Pledgor;
  - (ii) make any payment or make any enquiry as to the nature or sufficiency of any payment received by it or the Pledgor; or
  - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Agreement,

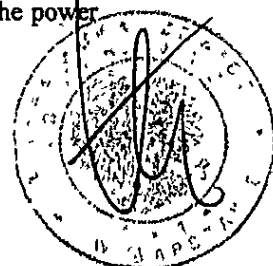
in respect of any Share or Right

## 6.3 Exercising voting rights

- (a) Prior to the occurrence of a Declared Default
  - (i) the Pledgor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Shares or Rights, and
  - (ii) the Pledgor shall be entitled to exercise all voting and other rights and powers attaching to the Shares provided that it shall not exercise any such voting rights or powers in a manner which would adversely affect the interests of the Secured Parties under this Agreement or the validity, enforceability or existence of the Shares, the Rights or the Security Interest created under this Agreement in any material respect

## 6.4 Voting rights and other non-property rights

- (a) Upon the occurrence of a Declared Default, the Pledgee may exercise the voting rights attached to the Shares on behalf of the Pledgor pursuant to the power of attorney referred to in Clause 3 4 or pursuant to Art. 187 section 2 of the Commercial Companies Code
- (b) Upon the occurrence of a Declared Default, the Pledgee may exercise the other non-property rights to which the Pledgor is entitled as a shareholder of the Company by using the power of attorney granted in accordance with Clause 3 4, in particular the right to





- (i) exercise the voting rights attached to the Shares,
  - (ii) demand that an extraordinary general meeting of the shareholders of the Company be convened;
  - (iii) be informed about each ordinary and extraordinary meeting of the shareholders convened by the management board of the Company and upon its request to be present at any meeting of the shareholders,
  - (iv) consent to the holding of a meeting of the shareholders outside the Company's registered office,
  - (v) consent to the holding of a general meeting of the shareholders without it being formally convened,
  - (vi) consent to the adding of new items to the agenda of a meeting of the shareholders,
  - (vii) oppose any of the actions set out in paragraphs (i) to (vi), inclusive,
  - (viii) challenge any adopted resolution, and
  - (ix) give any consent or authorisation which is required from a shareholder under the Commercial Companies Code or the Company's articles of association
- (c) Following the occurrence of a Declared Default, the Pledgor must notify the Pledgee of
- (i) any general meeting of the shareholders of the Company (and the agenda thereof) at least 3 (three) Business Days before that meeting, and
  - (ii) any intention to hold a general meeting of the shareholders of the Company without it being formally convened at least 3 (three) Business Days in advance
- (d) The Pledgor shall procure that the Pledgee shall, following the occurrence of a Declared Default
- (i) be entitled to attend each shareholder meeting of the Company subject to the right of the Pledgee to exercise the rights granted hereunder,
  - (ii) be entitled to receive a copy of each resolution adopted by the shareholders meeting of the Company within five Business Days from the Pledgee's written request, and
  - (iii) have at any time, upon two Business Days' prior notice, the right to inspect the share register and the minutes book of the Company
- (e) The Pledgor shall procure that not later than within 1 week from the date hereof
- (i) the articles of association of the Company are amended to include the pledgee's right to exercise voting rights,
  - (ii) a motion for registration of the amendment referred to in Clause 6 4(e)(i) above is duly completed, paid and filed with the competent court



## **7. PROCEDURE FOR ENFORCEMENT OF SECURITY**

### **7.1 General**

- (a) Upon occurrence of a Declared Default, the Pledgee may immediately, at its absolute discretion, exercise any right under

- (i) applicable law, and
- (ii) this Agreement,

to enforce all or any part of the security created under this Agreement in respect of any Share or Right in any manner it sees fit, selected from the enforcement methods available under this Agreement or applicable law, subject to mandatory provisions of Polish law

- (b) The Pledgee may change the method of enforcement selected thereby by sending the Pledgor a Change Notice.

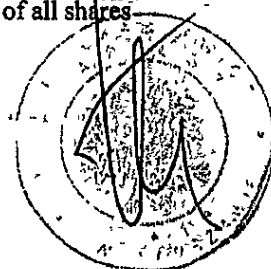
### **7.2 Sale of the Shares in a public auction**

The Registered Pledge may be enforced by a sale of the Shares at a public auction conducted by a notary or a public bailiff in accordance with Art 24 of the Act on Registered Pledges, within 14 days of the Pledgee's application for the sale, and, unless otherwise required by law

- (a) that public auction must be conducted in Warsaw or other place selected by the Pledgee;
- (b) the Pledgor must pay all the costs in connection with the public auction,
- (c) the Pledgor and the Pledgee agree that the estimated value of the Shares will be equal to the value determined, at the expense of the Pledgor, by the Valuer,
- (d) the price bid for the Shares will be equal to 30% of the estimated value referred to in the Valuation, and
- (e) the Pledgee may specify, at its own discretion, the method and terms of payment of the purchase price for the Shares, and in particular may agree to payment in instalments or to deferred payment, in order to effect the sale of the Shares, the Pledgee may also offer the Shares for sale by way of a press advertisement or by invitations sent out to investors selected by it or by any other method it deems fit

### **7.3 Seizure of title to the Shares encumbered with the Registered Pledge**

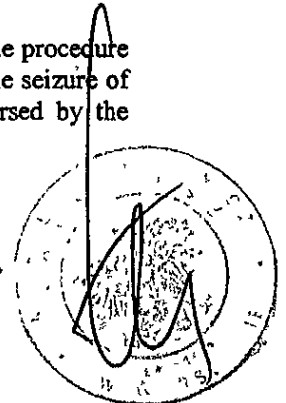
- (a) The Pledgee may enforce the Registered Pledge by seizing title to the Shares (or a portion thereof) pursuant to Article 22 of the Pledge Law, by giving the Pledgor a Seizure Notice.
- (b) The Parties agree that the seizure value of the Shares shall be at the sole discretion of the Pledgee
  - (i) equal to 10% of net asset value (pursuant to Act on Accounting) disclosed in the most recent financial statements of the Company available to the Pledgee, multiplied by the proportion of the Shares subject to the seizure in the total number of all shares in the share capital of the Company, or



- (ii) determined in accordance with Clause 7.4 below

#### **7.4 Valuation of the Shares for the purposes of seizure**

- (a) The Pledgee shall appoint the Valuer in order to conduct a valuation of the Shares for the purpose of the seizure thereof using the generally applied valuation method(s) of its choice (the "Valuation")
- (b) The Pledgee will use its reasonable efforts for a period of 2 month from the date of receipt of the Valuation to find offers for the purchase of the Shares for the value at least equal to 100% of the value of the Shares indicated in the Valuation
- (c) If after the period specified in paragraph (b) above the Pledgee fails to receive an offer for the purchase of the Shares for the price equal to or greater than that referred to in paragraph (b) above, the Pledgee will use its reasonable efforts for a further period of 2 month to find offers for the purchase of the Shares at the price reasonably obtainable on the market, having regard to the then current market conditions and circumstances
- (d) The Pledgee will seek offers for the purchase of Shares pursuant to this Clause 7.4 subject to the following conditions:
- (i) the Pledgee need give no warranty relating to the Shares as a seller in the sale agreement;
  - (ii) the sale takes place on the basis of the most favourable offer, as assessed in the Pledgee's sole discretion, in particular considering the bidder's financial standing, any price offered and its payment terms, and
  - (iii) the sale takes place on arm's length terms
- (e) The value of the Shares for the purpose of the seizure will be (however, for the avoidance of doubts the Parties confirm that the Pledgee shall not be under obligation (but it will be entitled to do so) to seize the Shares in accordance with this Clause 7.4(e))
- (i) the value of the most favourable purchase offer received by the Pledgee, as assessed in its reasonable sole discretion, in particular considering the bidder's financial standing, any price offered and its payment terms, or
  - (ii) 0,01 PLN per Share if the Pledgee does not receive any offer
- (f) If the Pledgee sells the Shares following the seizure thereof, any amounts received by it from the aforementioned sale (decreased by the value at which the Shares were seized and the costs and other payments incurred by the Pledgee in connection with the seizure thereof pursuant to Clause 7.3(b)(i) or 7.3(b)(ii) and the sale thereof) shall be applied towards satisfaction of the Secured Claims in accordance with Clause 9
- (g) The documented costs and other payments in connection with the Valuation, the procedure of seeking the offers for the sale of Shares referred to in this Clause 7.4 and the seizure of the Shares in accordance with Clause 7.3(b)(i) or 7.3(b)(ii) shall be reimbursed by the Pledgor to the Pledgee



**7.5 Seizure of title to the Shares encumbered with the Financial Pledge**

The Pledgee may enforce the Financial Pledge by seizing title to the Shares (or a portion thereof) pursuant to Article 10 of the Act on Financial Collaterals, by giving the Pledgor a Seizure Notice

**7.6 Currency of enforcement**

If the proceeds from enforcement received by the Pledgee are denominated in a different currency than that of the Secured Claims, the Pledgee may exchange the proceeds from enforcement into the currency of the Secured Claims at the Collateral Agent's Spot Rate of Exchange (as defined in the Intercreditor Agreement).

**8. RELEASE**

Upon the expiry of the Security Period, the Pledgee, at the written request of the Pledgor, within 10 Business Days of such request, the Pledgee shall

- (i) take whatever action is necessary to release the Financial Pledge and the Registered Pledge, including, without limitation, the de-registration of the Registered Pledge from the register of pledges and/or delivering to the Pledgor a declaration, with notarized signatures (if such form will be required by applicable law), confirming the expiry of the Secured Claims, and
- (ii) re-assign to the Pledgor all the Rights, free and clear of any Security Interest established thereon pursuant to this Agreement

**9. APPLICATION OF PROCEEDS**

Any proceeds received by the Pledgee in connection with this Agreement must be applied in the order and manner specified by the Credit Agreement subject to the terms of the Intercreditor Agreement

**10. EXPENSES AND INDEMNITY**

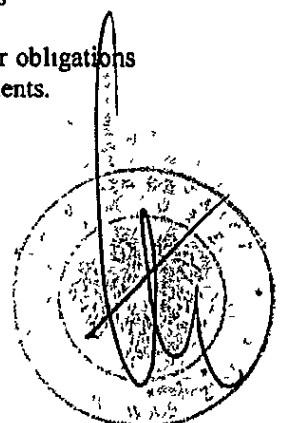
The Pledgor shall pay or reimburse (as applicable) of any expenses incurred by the Pledgee or its Related Parties in connection with the exercise of their rights under or in connection with this Agreement in accordance with the Credit Agreement.

The Pledgor shall indemnify the Pledgee and its Related Parties against, and to hold each of the aforementioned entities harmless from any and all losses, claims, damages, liabilities and related expenses incurred by the aforementioned entities in connection with the exercise of their rights under or in connection with this Agreement in accordance with the Credit Agreement

**11. CHANGES TO THE PARTIES**

The Pledgor may not assign or transfer any of its rights or obligations under this Agreement without the Pledgee's prior written consent unless expressly permitted under the Loan Documents

The Pledgee may at any time assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the Pledgor's consent in accordance with the Loan Documents.



**12. AMENDMENTS**

Any term of this Agreement may be amended by an agreement in writing with the date certified by a notary (*data pewna*) between the Pledgee and the Pledgor

**13. NOTICES**

Any communication including any notice, consent or agreement under or in connection with this Agreement must be made, and will be effective, in the manner set out in the Credit Agreement

**14. LANGUAGE AND COUNTERPARTS**

This Agreement is executed in the Polish language version in three counterparts, one copy to be retained by the Pledgee and the Pledgor and one for the district (commercial) court keeping the register of pledges, and in the English language version in two counterparts, one copy to be retained by the Pledgee and the Pledgor. In case of any discrepancies between the Polish and English language versions, the English language version shall prevail

**15. GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Polish law.

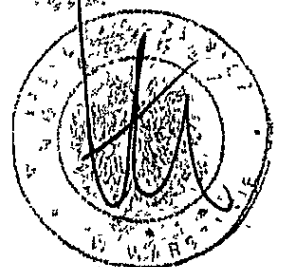
**16. SERVICE OF PROCESS**

The Pledgor hereby appoints the following agent in Poland for service of process in connection with the registration of the Registered Pledge in the pledge register and any further proceedings regarding the Registered Pledge: Łukasz Szegda, legal advisor of the law firm of Wardyński i Wspólnicy sp. k., address: Al. Ujazdowskie 10, 00-478 Warsaw

The Pledgee hereby appoints the following agent in Poland for service of process in connection with the registration of the Registered Pledge in the pledge register and any further proceedings regarding the Registered Pledge: Artur Zawadowski, legal advisor of the law firm of Weil, Gotshal & Manges - Paweł Rymarz sp. k., address: ul. Emilii Plater 53, 00-113 Warsaw.

**17. ENFORCEMENT**

The common court that has jurisdiction over the Pledgee's registered office at the time of submitting the statement of claim shall have jurisdiction to settle any dispute in connection with this Agreement (including regarding its existence, validity or termination)



**SCHEDULE 1**  
**FORM OF NOTICES TO THE COMPANY**

**PART 1**  
**FORM OF NOTICE TO THE COMPANY**

[on the Pledgor's letterhead]

From        Alexander Mann Solutions Limited (the "Pledgor")  
             Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
To         Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością (the  
             "Company")  
Attn:       [   ]

[DATE]

Dear Sirs,

**Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement") between the Pledgor and the Pledgee**

We refer to the Agreement. This is a notice to the Company in respect of the execution of the Agreement the copy of which is enclosed hereto. Capitalised terms defined in the Agreement have, unless expressly defined in this a notice, the same meaning in this notice.

**1. Notice**

We give the Company notice that we have executed the Agreement and that, under the Agreement, the Pledgor has

- (a) pledged the Shares by way of financial pledge in favour of the Pledgee (the "Financial Pledge"),
- (b) pledged the Shares by way of registered pledge in favour of the Pledgee, subject of its registration in the relevant pledge register (the "Registered Pledge"), and
- (c) assigned the Rights to the Pledgee (the "Assignment")

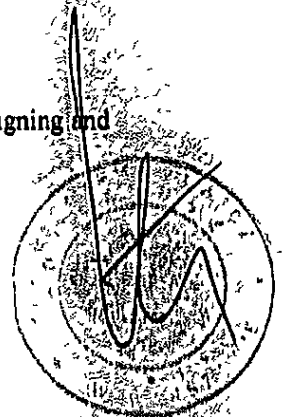
**2. Assignment**

If a Declared Default occurs, the Pledgee will send you a notice and you will then be required to make any payment in respect of the Rights directly to the bank account specified by the Pledgee in that notice. We hereby jointly instruct you to disclose the establishment of the Financial Pledge and the Pledgee's right to exercise the voting rights attached to the Shares in the Company's share register. For the avoidance of doubt, until you have been notified otherwise by the Pledgee following the occurrence of a Declared Default, you shall make all payment in respect of the Rights to the Pledgor.

**3. Acknowledgement**

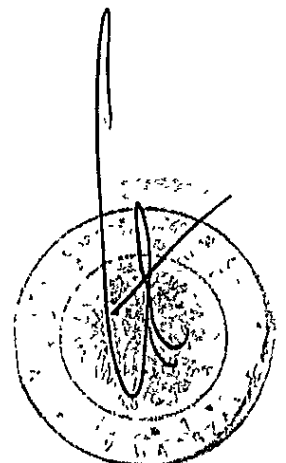
We hereby request the Company to indicate its agreement to the terms of this notice by signing and returning the attached acknowledgement to the Pledgee and Pledgor.

Yours faithfully,

A handwritten signature in dark ink is written over a circular stamp. The stamp contains some illegible text and a central emblem. The signature appears to be a stylized 'J' or 'K' followed by a surname.

Alexander Mann Solutions Limited  
(Authorised signatory)

Credit Suisse AG, Cayman Islands Branch  
(Authorised signatory)



**PART 2**  
**FORM OF ACKNOWLEDGEMENT**

[on the letterhead of the Company]

From        Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością (the  
              "Company")  
To            Alexander Mann Solutions Limited (the "Pledgor")  
Attn        [   ]  
To            Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
Attn        [   ]

[DATE]

Dear Sirs,

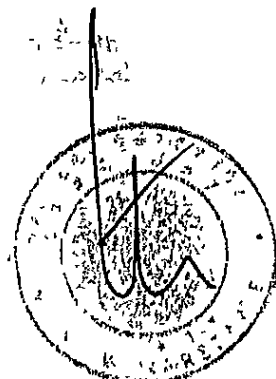
**Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement")  
between the Pledgor and the Pledgee**

We acknowledge receipt of the notice dated [ ] We will comply with the instructions set out in the  
aforementioned notice

We give you notice that we have made the relevant entries to the Company's share register and attach an  
extract from the Company's share register, authenticated in accordance with the manner of representation of  
the Company, evidencing the making of such entries

Yours faithfully,

Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością  
(Authorised signatory)





**SCHEDULE 2**  
**FORM OF NOTICES OF THE REGISTERED PLEDGE**

**PART 1**  
**FORM OF NOTICE OF THE REGISTERED PLEDGE**

[on the letterhead of the Pledgor]

From Alexander Mann Solutions Limited (the "Pledgor")  
To Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością (the  
"Company")  
Attn [ ]  
Copy Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
Attn [ ]

[DATE]

Dear Sirs,

**Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement")**  
**between the Pledgor and the Pledgee**

This is a notice to the Company in respect of the registration of the Registered Pledge by virtue of the decision attached to this notice. Capitalised terms defined in the Agreement have, unless expressly defined in this a notice, the same meaning in this notice.

**1. Notice**

The Pledgor gives you notice that the Registered Pledge has been registered in the register of pledges. A copy of the decision of the competent district (commercial) court on the registration of the Registered Pledge is attached to this notice.

**2. Company's share register**

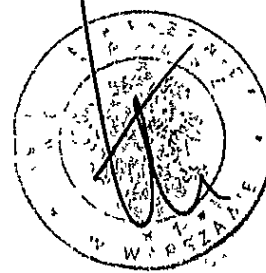
In connection with the above, we request you to enter into the Company's share register

- (a) the establishment of the Registered Pledge over the Shares,
- (b) the Pledgee's right to exercise the voting rights attached to the Shares and the Future Shares under the Agreement after a Declared Default has occurred pursuant to Art. 187 section 2 of the Commercial Companies Code or on the basis of the power of attorney granted to the Pledgee by the Pledgor. The Pledgee will notify you in a separate letter of such occurrence, and the letter from the Pledgee in that respect will be binding upon you without any further instruction from us.

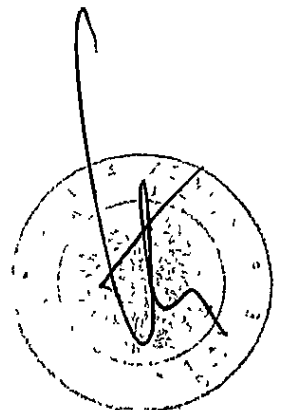
**3. Acknowledgement**

Please confirm your acknowledgement of the above by signing the acknowledgement attached to the enclosed duplicate copy of this notice and returning the duplicate together with the duly signed acknowledgement to the Pledgee with a copy to the Pledgor.

Yours faithfully,



Alexander Mann Solutions Limited  
(Authorised signatory)



**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF THE REGISTERED PLEDGE**

[on the letterhead of the Company]

From Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością  
(the "Company")  
To Alexander Mann Solutions Limited (the "Pledgor")  
Attn [ ]  
Copy Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
Attn [ ]

[DATE]

Dear Sirs,

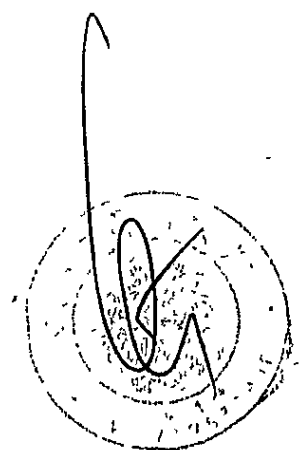
Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement")  
between the Pledgor and the Pledgee

We acknowledge receipt of the notice dated [ ] We will comply with the instructions set out in the  
aforementioned notice

We give you notice that we have made the relevant entries to the Company's share register and attach an  
extract from the Company's share register, authenticated in accordance with the manner of representation of  
the Company, evidencing the making of such entries

Yours faithfully,

Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością  
(Authorised signatory)

A handwritten signature is written over a circular stamp. The signature is a stylized, cursive 'S' or 'M' shape. The stamp is a circular seal with some illegible text inside, possibly a company seal or a notary stamp.

**SCHEDULE 3**

**FORM OF NOTICE OF A DECLARED DEFAULT**

[on the letterhead of the Pledgee]

From Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
To Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością (the  
"Company")  
Attn [ ]  
Copy Alexander Mann Solutions Limited (the "Pledgor")  
Attn [ ]

[DATE]

Dear Sirs,

Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement")  
between the Pledgor and the Pledgee

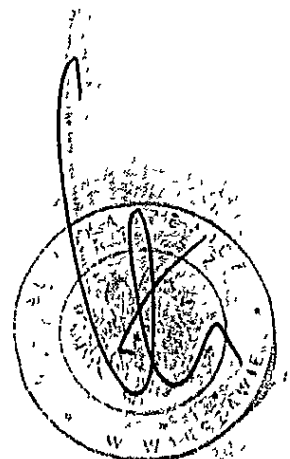
We refer to the Agreement. This is a notice confirming that a Declared Default has occurred. Capitalised  
terms defined in the Agreement have, unless expressly defined in this notice, the same meaning in this  
notice.

We give you notice that a Declared Default has occurred and therefore, under the Agreement, we have the  
right to exercise

- (a) the voting rights attached to the Shares and the Future Shares on behalf of the Pledgor or in  
accordance with Article 187 section 2 of the Commercial Companies Code, and
- (b) on behalf of the Pledgor, the other non-property rights to which the Pledgor is entitled as the holder  
of the Shares and the Future Shares

Yours faithfully,

Credit Suisse AG, Cayman Islands Branch  
(Authorised signatory)



#### SCHEDULE 4

#### FORM OF ENFORCEMENT NOTICE

[on the letterhead of the Pledgee]

From: Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
To: Alexander Mann Solutions Limited (the "Pledgor")  
Attn: [ ]

[DATE]

Dear Sirs,

**Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement") between the Pledgor and the Pledgee**

We refer to the Agreement. This is an Enforcement Notice. Capitalised terms defined in the Agreement have, unless expressly defined in this Enforcement Notice, the same meaning in this Enforcement Notice

**1. Notice**

We give you notice that a Declared Default has occurred and therefore we are authorised to enforce the Registered Pledge and/or the Financial Pledge

**2. Method of enforcement**

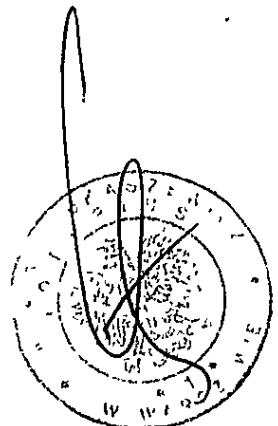
We now give you notice that we intend to enforce the Registered Pledge [through court enforcement proceedings]/[under Clause 7.2 (Sale of the Shares in a public auction) of the Agreement and Art. 24 of the Act on Registered Pledges by way of the sale of the Shares in a public auction carried out by a notary or a public bailiff]/[under Clause 7.3 (Seizure of title to the Shares encumbered with the Registered Pledge) of the Agreement and Art. 22 of the Act on Registered Pledges by way of the seizure of the title to the Shares]/[through court enforcement proceedings]/[by the sale of the Shares pursuant to Article 10 of the Act on Financial Collaterals]/[under Clause 7.5 (Seizure of title to the Shares encumbered with the Financial Pledge) of the Agreement by seizing title to the Shares pursuant to Article 10 of the Act on Financial Collaterals]

**3. Reservation of rights**

We also give you notice that, under Clause 7.1(b) of the Agreement, we have the right to change the selected method of enforcement. If we decide to make a change, we will send you a separate letter

Yours faithfully,

Credit Suisse AG, Cayman Islands Branch  
(Authorised signatory)



**SCHEDULE 5**

**FORM OF CHANGE NOTICE**

[on the letterhead of the Pledgee]

From Credit Suisse AG, Cayman Islands Branch (the "Pledgee")  
To Alexander Mann Solutions Limited (the "Pledgor")  
Attn [ ]

[DATE]

Dear Sirs,

**Agreement on Registered Pledge and Financial Pledge over Shares dated [DATE] (the "Agreement")  
between the Pledgor and the Pledgee**

We refer to the Agreement. This is a Change Notice. Capitalised terms defined in the Agreement have, unless expressly defined in this Change Notice, the same meaning in this Change Notice.

**1. Notice**

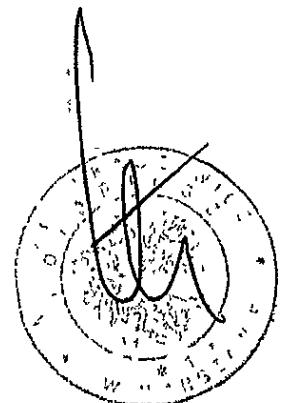
We give you notice that we have decided to change the method of enforcement.

**2. New method of enforcement**

We now give you notice that we intend to enforce the Registered Pledge [through court enforcement proceedings]/[under Clause 7.2 (Sale of the Shares in a public auction) of the Agreement and Art. 24 of the Act on Registered Pledges by way of the sale of the Shares in a public auction carried out by a notary or a public bailiff]/[under Clause 7.3 (Seizure of title to the Shares encumbered with the Registered Pledge) of the Agreement and Art. 22 of the Act on Registered Pledges by way of the seizure of the title to the Shares]/[through court enforcement proceedings]/[by the sale of the Shares pursuant to Article 10 of the Act on Financial Collaterals]/[under Clause 7.5 (Seizure of title to the Shares encumbered with the Financial Pledge) of the Agreement by seizing title to the Shares pursuant to Article 10 of the Act on Financial Collaterals].

Yours faithfully,

.....  
Credit Suisse AG, Cayman Islands Branch  
(Authorised signatory)



## FORM OF SEIZURE NOTICE

From Credit Suisse AG, Cayman Islands Branch (the "Pledgee")

Attn [ ]

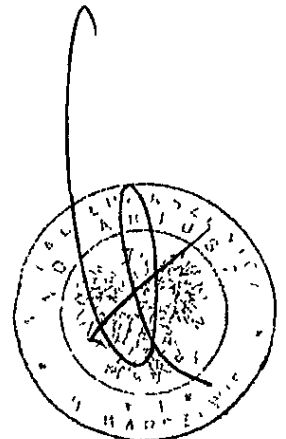
Dear Sirs,

**We refer to the Agreement This is a Seizure Notice**

We give you notice that in accordance with the Agreement and [Art 22 of the Act on Registered Pledges/Art 10 of the Act on Financial Collaterals], we seize the title to [NUMBER] shares in [COMPANY] (the “Company”) with a nominal value of PLN [AMOUNT] each and an aggregate nominal value of PLN [AMOUNT] (the “Shares”)

The seizure value of the Shares amounts to PLN [AMOUNT]

**Credit Suisse AG, Cayman Islands Branch**  
(Authorised signatory)



## SCHEDULE 7

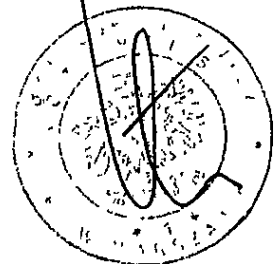
### FORM OF POWER OF ATTORNEY

#### Power of Attorney

granted on [DATE] in [PLACE] by Alexander Mann Solutions Limited (the "Pledgor") as the shareholder of Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością (the "Company") in favour of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, with its registered office in [ ], at [ ], entered in [ ] (the "Pledgee")

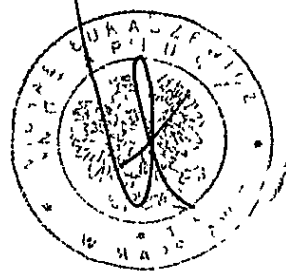
This Power of Attorney is granted pursuant to the Agreement on Registered Pledge and Financial Pledge over shares in Alexander Mann Solutions Poland spółka z ograniczoną odpowiedzialnością dated [DATE] (the "Pledge Agreement") between the Pledgor and the Pledgee

1. The Pledgor grants to the Pledgee an irrevocable Power of Attorney, with a power of substitution, to exercise at any time, after a Declared Default has occurred, in the Pledgor's name, any non-property rights which the Pledgor, as the owner of the Shares and the Future Shares, has or may have under the Company's articles of association and Polish law
2. In particular, but without limitation, the Pledgee may exercise the following rights after the occurrence of a Declared Default
  - (a) the right to exercise the voting rights attached to the shares in the Company,
  - (b) the right to demand that an extraordinary general meeting of the shareholders be convened by the management board of the Company,
  - (c) the right to be informed about each ordinary and extraordinary general meeting of the shareholders convened by the management board of the Company and upon its request to be present at any general meeting of the shareholders,
  - (d) the right to consent to the holding of a general meeting of the shareholders without it being formally convened,
  - (e) the right to consent to the adding of new items to the agenda of a general meeting of the shareholders,
  - (f) the right to consent to the holding of a meeting of the shareholders outside of the Company's registered office;
  - (g) the right to oppose any of the above actions,
  - (h) the right to challenge any adopted resolution, and
  - (i) the right to give any consent or authorisation which is required from a shareholder under the Commercial Companies Code or the Company's articles of association
3. This Power of Attorney is irrevocable and expires no earlier than at the end of the Security Period





Alexander Mann Solutions Limited  
(Authorised signatory)



**SIGNATORIES**

**Pledgor: ALEXANDER MANN SOLUTIONS LIMITED**

By

M. Kalicki

By

\_\_\_\_\_

Name

MICHAŁ KALICKI  
PROXY

Name

\_\_\_\_\_

**Pledgee: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

By

J. D. Toronto

By

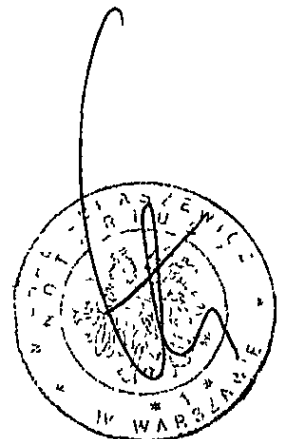
Whitney Gaston

Name

John D Toronto  
Authorized Signatory

Name

Whitney Gaston  
Authorized Signatory



MICHAŁ LUKASZEWICZ  
NOTARIUSZ W WARSZAWIE  
ul. Wesoła 9/1A, 00-480 WIELKA  
tel. 22-242-21-47 fax 22-242-21-48  
m.lukaszewicz@notariatowo.waw.pl

## POŚWIADCZENIE DATY PEWNEJ

REPERTORIUM A Nr M<sup>37</sup>/2014

Warszawa, dnia dwudziestego siódmego lutego dwa tysiące czternastego roku  
(27.02.2014r.) -----

Poświadczam, że dołączony do niniejszej karty dokument okazał mi o godzinie  
16:10 (godzina szesnasta minut dziesięć) Pan Michał Krzysztof KALICKI, syn  
Krzysztofa i Haliny, dowód osobisty AUM 560269 ważny do dnia 16 stycznia  
2022 roku, PESEL 80111900510, zamieszkały: (00-199) Warszawa, ulica  
Pokorna 2 m. 1048. -----

Tożsamość Stawającego stwierdziłem na podstawie okazanego dowodu osobistego,  
którego numer wpisano wyżej obok nazwiska. -----

Pobrano: -----

- wynagrodzenie z §13 pkt. 3 rozporządzenia Ministra Sprawiedliwości z dnia  
28 czerwca 2004 roku w sprawie maksymalnych stawek taksy notarialnej (Dz.  
U. Nr 148 poz. 1564 ze zm.) ----- 174,00 zł

- 23 % podatku towarów i usług od pobranej taksy notarialnej na podstawie art.  
41 ust. 1 ustawy z dnia 11 marca 2004 r. o podatku od towarów i usług (Dz. U. z  
2004 roku Nr 54, poz. 535) zmienionej ustawą z dnia 26 listopada 2010 roku o  
zmianie niektórych ustaw związanych z ustawą budżetową (Dz. U. z 2010 roku,  
Nr 238, poz. 1578) ----- 40,02 zł

Razem: (dwieście czternaście złotych dwa grosze) ----- 214,02 zł



NOTARIUSZ

Michał Łukaszewicz