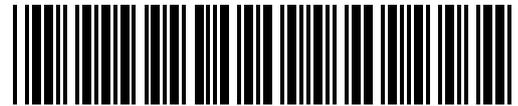




Registration of a Charge

Company Name: **MCBRIDE HOLDINGS LIMITED**

Company Number: **02805339**



XBI9YAY8

Received for filing in Electronic Format on the: **06/12/2022**

Details of Charge

Date of creation: **25/11/2022**

Charge code: **0280 5339 0008**

Persons entitled: **GLAS TRUST CORPORATION LIMITED OF 55 LUDGATE HILL, LEVEL 1, WEST, LONDON, EC4M 7JW AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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 INSTRUMENTS DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION COMPRISE (1) A CORRECT COPY OF THE ORIGINAL INSTRUMENT IN A FOREIGN LANGUAGE AND (2) A CORRECT TRANSLATION IN ACCORDANCE WITH S.1105 OF THE COMPANIES ACT 2006.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2805339

Charge code: 0280 5339 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2022 and created by MCBRIDE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2022 .

Given at Companies House, Cardiff on 7th December 2022

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**

**C L I F F O R D
C H A N C E**

**CLIFFORD CHANCE,
JANICKA, KRUŻEWSKI, NAMIOTKIEWICZ
I WSPÓLNICY SPÓŁKA KOMANDYTOWA**

Execution version

Signatures certified by a public notary

DATED 25 NOVEMBER 2022

MCBRIDE HOLDINGS LIMITED

as the Pledgor

and

GLAS TRUST CORPORATION LIMITED

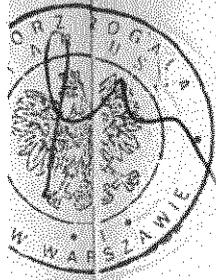
as the Pledgee

**AGREEMENT FOR REGISTERED PLEDGE AND
CIVIL PLEDGE OVER SHARES OF
INTERSILESIA MCBRIDE POLSKA SP. Z O.O.**

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	3
2. REGISTERED PLEDGE	6
3. CIVIL PLEDGE.....	7
4. NOTICES TO THE COMPANY AND OTHER ENTRIES	8
5. VOTING RIGHTS.....	8
6. REPRESENTATIONS AND WARRANTIES	9
7. UNDERTAKINGS.....	10
8. ENFORCEMENT OF THE PLEDGES	12
9. ENFORCEMENT OF THE REGISTERED PLEDGE.....	13
10. ENFORCEMENT OF THE CIVIL PLEDGE	16
11. APPLICATION OF FUNDS	16
12. DISTRIBUTIONS.....	16
13. POWER OF ATTORNEY	17
14. LIMITATION OF LIABILITY	17
15. CONTINUING SECURITY	18
16. EXPIRY OF THE SECURITY	18
17. NOTICES	18
18. ASSIGNMENT	18
19. GOVERNING LAW	19
20. JURISDICTION.....	19
21. LANGUAGE, AMENDMENTS AND COUNTERPARTS	19
22. PROCESS AGENT.....	19
SCHEDULE 1 NOTICE OF THE ESTABLISHMENT OF THE PLEDGES.....	20
SCHEDULE 2 NOTICE OF REGISTRATION OF THE REGISTERED PLEDGE	22
SCHEDULE 3 ENFORCEMENT NOTICE	23
SCHEDULE 4 FORM OF POWER OF ATTORNEY	24
SCHEDULE 5 FORM OF NOTICE OF SEIZURE.....	26





THIS AGREEMENT is made on 25 November 2022

BETWEEN:

(1) **MCBRIDE HOLDINGS LIMITED** a company incorporated under the laws of England and Wales, having its registered office in McBride Holdings Limited, Middleton Way, Middleton, Manchester M24 4DP, entered into the commercial companies register under the number 02805339 (the "**Pledgor**");

and

(2) **GLAS TRUST CORPORATION LIMITED** the company established and existing under the law of England and Wales, with its registered office in London (address: 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW) registered in the United Kingdom under number 07927175 (the "**Pledgee**").

INTRODUCTION:

- (A) On 10 May 2021 (as amended from time to time) the Pledgor as guarantor and certain financial institutions as lenders concluded a multicurrency revolving facility agreement (as amended pursuant to supplemental amendment agreements dated 22 December 2021 and 28 June 2022 and, as amended and restated pursuant to an amendment and restatement agreement dated 29 September 2022) (the "**Facilities Agreement**").
- (B) On 29 September 2022 the Pledgor as debtor, the Pledgee as security agent as well as other entities concluded an intercreditor agreement (the "**Intercreditor Agreement**").
- (C) In order to secure the Secured Claim, the Pledgor has agreed to establish the Pledges (as defined below).

THE PARTIES AGREE as follows:

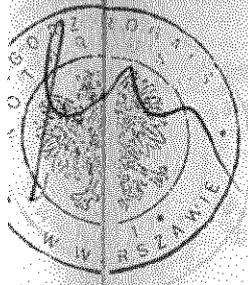
1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

- 1.1.1 "**Articles of Association**" means the articles of association (*umowa spółki*) of the Company dated 6 August 2012, as amended from time to time.
- 1.1.2 "**Auction Sale**" means a sale by public auction conducted by a notary public or a bailiff pursuant to article 24 of the Registered Pledge Act and the Regulation and as set out in clause 9.3 (*Enforcement of the registered pledge through the Auction Sale*).
- 1.1.3 "**Bankruptcy Law**" means the Bankruptcy Law of 28 February 2003, as amended.
- 1.1.4 "**Business Day**" means a day (other than Saturday, Sunday and other statutory holidays in Poland) on which banks are open for business in Warsaw, in Paris and in London for the transaction of non-automated business.

- 
- 1.1.5 "**Catalogue**" means the catalogue attached to the Regulation 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.
- 1.1.6 "**Civil Code**" means the Act – the Civil Code of 23 April 1964, as amended.
- 1.1.7 "**Civil Pledge**" means the civil pledge established pursuant to clause 3.1 (*Establishment of the Civil Pledge*).
- 1.1.8 "**Civil Procedure Code**" means the Act – the Civil Procedure Code of 17 November 1964, as amended.
- 1.1.9 "**Commercial Companies Code**" means the Act – the Polish Commercial Companies Code of 15 September 2000, as amended.
- 1.1.10 "**Company**" means **INTERSILESIA MCBRIDE POLSKA SP. Z O.O.**, a limited liability company incorporated under the laws of Poland, with its registered office in Strzelce Opolskie, at ul. Matejki 2a, 47-100, Strzelce Opolskie, whose file is kept by the District Court in Opole, VIII Commercial Department of the National Court Register, entered in the register of entrepreneurs of the National Court Register under KRS number 0000069218, REGON 004527193, NIP 7560003747, share capital in the amount of PLN 249,000.
- 1.1.11 "**Declared Default**" means an Event of Default in respect of which the Agent has served a notice under paragraph (b) of Clause 27.14 (*Acceleration*) of the Facilities Agreement.
- 1.1.12 "**Distributions**" means all performances (*świadczenia*) owed by the Company to the Pledgor in its capacity of the holder of the Shares, including in particular:
- (a) amounts payable upon redemption of the Shares or liquidation of the Company;
 - (b) dividends;
 - (c) reimbursement of additional payments (*dopłaty*) (if any); and
 - (d) the assets of the Company attributable to its shareholders after its liquidation.
- 1.1.13 "**Enforcement Notice**" means a notice in the form set out in Schedule 3 (*Enforcement Notice*).
- 1.1.14 "**Event of Default**" means any of the events described and defined as such in the Facilities Agreement.
- 1.1.15 "**Finance Documents**" has the meaning ascribed to it in the Facilities Agreement.



- 1.1.16 **"National Court Register"** means a register maintained by the district courts as determined in the act of 20 August 1997 on the National Court Register, as amended.
- 1.1.17 **"New Shares"** means any shares of the Company taken up or acquired (in any way) by the Pledgor after the date of this Agreement.
- 1.1.18 **"Notice of Seizure"** means a notice of seizure of Shares or part of the Shares, in which the Pledgee indicates the number of Shares to be seized and the value at which the Pledgee seizes the Shares, the form of which constitutes Schedule 5 (*Form of Notice of Seizure*).
- 1.1.19 **"Pledges"** means jointly the Civil Pledge and the Registered Pledge.
- 1.1.20 **"Pledge Register"** means the register of pledges held by the relevant district court (*sąd rejonowy*), as determined under the Registered Pledge Act.
- 1.1.21 **"Power of Attorney"** means the power of attorney in the form set out in Schedule 4 (*Form of Power of Attorney*).
- 1.1.22 **"Registered Pledge"** means the registered pledge within the meaning of the Registered Pledge Act established pursuant to clause 2.1 (*Establishment of Registered Pledge*).
- 1.1.23 **"Registered Pledge Act"** means the act of 6 December 1996 on the registered pledge and the pledge register, as amended.
- 1.1.24 **"Regulation"** means the regulation of the Minister of Justice of 10 March 2009 relating to the sale of the subject of the registered pledge by public auction, as amended.
- 1.1.25 **"Restructuring Law"** means the act of 15 May 2015 – Restructuring Law, as amended.
- 1.1.26 **"Secured Claim"** means the pecuniary claim of the Pledgee against the Pledgor under Clause 17.4 of the Intercreditor Agreement (*Parallel Debt*), together with claims for damages (if any) arising in connection with any Event of Default under the Facilities Agreement, costs of enforcement, including lawyers' fees and any other related costs and ancillary claims.
- 1.1.27 **"Security Period"** means the period commencing on the date of this Agreement and ending on the earlier of the following dates: (i) the date on which the Registered Pledge and the Civil Pledge expire as a result of expiration of the Secured Claim or by operation of the Registered Pledge Act or other mandatory provisions of law, or (ii) on which the Pledgee releases the Registered Pledge, the Civil Pledge and other security interests created under this Agreement in accordance with the Registered Pledge Act, the Civil Code and/or other applicable provisions of law.
- 1.1.28 **"Seizure"** means a method of enforcement of the Secured Claim comprising the assumption of title to all or some of the Shares in accordance with Article 22 section 1 of the Registered Pledge Act.

- 
- 1.1.29 **"Seizure Value"** means the value of the Shares for the purpose of enforcement through Seizure, to be determined in accordance with clause 9.1.4 (*Enforcement of the Registered Pledge through Seizure*).
- 1.1.30 **"Shares"** means 498 shares of the Company owned by the Pledgor with a nominal value of PLN 500.00 each, which represent 99% of the share capital of the Company as of the date of this Agreement.
- 1.1.31 **"Valuation"** means a valuation of the Shares (or part of the Shares) conducted, using market standard methods and applicable professional standards, by a Valuer appointed by the Pledgee, as described in clause 9 (*Enforcement of the Registered Pledge*).
- 1.1.32 **"Valuer"** means (a) one of the following firms to be appointed by the Pledgee pursuant to this Agreement: (i) KPMG Advisory spółka z ograniczoną odpowiedzialnością sp.k., (ii) Deloitte Advisory spółka z ograniczoną odpowiedzialnością sp. k., (iii) Ernst & Young spółka z ograniczoną odpowiedzialnością Corporate Finance sp.k., (iv) PwC Advisory spółka z ograniczoną odpowiedzialnością sp. k. or (v) Grant Thornton Frąckowiak spółka z ograniczoną odpowiedzialnością sp. k. or their legal successors or companies from their respective groups involved in valuing various assets, or (b) if none of these accepts the appointment, another professional valuer to be appointed by the Pledgee at its sole discretion.

1.2 Interpretation

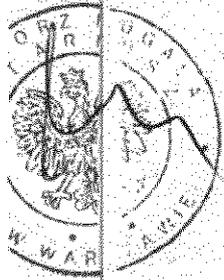
In this Agreement:

- 1.2.1 All terms written with capital letters and not otherwise defined in this Agreement have the meaning ascribed to them in the Facilities Agreement.
- 1.2.2 Any reference in this Agreement to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or any other agreement or document as the same may have been from time to time amended, varied, novated or supplemented.
- 1.2.3 Unless otherwise stated, "clause" is a reference to a clause or sub-clause of this Agreement and "Schedule" is a reference to a schedule attached to this Agreement.
- 1.2.4 Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement shall apply to such words when used in the plural where the context so permits and vice versa.

2. REGISTERED PLEDGE

2.1 Establishment of Registered Pledge

- 2.1.1 In order to secure the Secured Claim the Pledgor hereby establishes in favour of the Pledgee a first-ranking Registered Pledge over the Shares up to the



maximum secured amount of EUR 265,000,000 (in words: two hundred and sixty five million euro).

2.1.2 The Pledgee accepts the establishment of the Registered Pledge.

2.2 Registration

The Pledgor must (at its own cost and expense):

2.2.1 submit to the competent district (commercial) court a complete and duly paid motion for registration of the Registered Pledge in the Pledge Register ("Motion");

2.2.2 within 5 Business Days from the date of this Agreement, submit to the Pledgee either:

(a) a pdf copy of the Motion with a court stamp confirming the day of filing of the Motion with the competent court together with evidence of payment of all applicable court fees, or

(b) a confirmation of an electronic filing of the Motion with evidence of payment of all applicable fees;

2.2.3 on the dates indicated by the court supplement or correct the Motion if so required by the relevant court and do all that is necessary to ensure the registration of the Registered Pledge; and

2.2.4 upon receipt of the decision of the district (commercial) court on registration of the Registered Pledge in the Pledge Register, the Pledgor must verify the entries in the Pledge Register relating to the Registered Pledge in terms of their compliance with this Agreement and the Motion and, if there is any mistake, discrepancy or inconsistency, the Pledgor must, at its own cost and within applicable time limits, take all actions necessary to rectify the mistake, discrepancy or inconsistency in the Pledge Register as soon as possible.

2.3 Classification of the Subject of the Pledge

The Motion must classify the Shares as item G1 of the Catalogue (*Share in a limited liability company*), unless the competent district (commercial) court requires otherwise.

3. CIVIL PLEDGE

3.1 Establishment of the Civil Pledge

In order to secure the Secured Claim the Pledgor hereby establishes in favour of the Pledgee a first-ranking Civil Pledge over the Shares. The Pledgee accepts the establishment of the Civil Pledge.

3.2 Expiry of the Civil Pledge

The Civil Pledge is established until 31 December 2035 and shall expire on that date, unless the Security Period expires earlier.

4. NOTICES TO THE COMPANY AND OTHER ENTRIES

4.1 Notice of establishment of the Pledges

The Pledgor shall deliver to the Company (at its own expense) within 2 Business Days from the date of this Agreement a notice of establishment of the Civil Pledge and of the Registered Pledge, compliant with the form set out in Schedule 1 (*Notice of the establishment of the Pledges*), attaching a copy of this Agreement.



4.2 Delivery of documents relating to the establishment of the Civil Pledge

The Pledgor shall deliver to the Pledgee (at its own expense) within 5 Business Days from the date of this Agreement:

- 4.2.1 a copy of the Company's share register showing the establishment of the Civil Pledge and the Pledgee as beneficiary of the Civil Pledge; and
- 4.2.2 a copy of a motion filed with the district court keeping the file of the Company, with the court's stamp attached evidencing the submission to the National Court Register of the amended list of shareholders of the Company pursuant to article 188 § 3 of the Commercial Companies Code or evidence of electronic filing of this document.

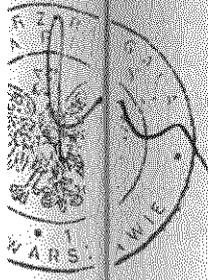
4.3 Notices and entries regarding the Registered Pledge

- 4.3.1 The Pledgor shall deliver to the Company (at its own expense) within 3 Business Days after receipt by the Pledgor of the court decision to enter the Registered Pledge in the Register, a notice of establishment of the Registered Pledge in the form set out in Schedule 2 (*Notice of Registration of the Registered Pledge*), attaching a copy of the court decision.
- 4.3.2 The Pledgor shall deliver to the Pledgee (at its own expense) within 10 Business Days after delivery to the Pledgor or, as the case may be, to the Company of the court decision to enter the Registered Pledge in the Pledge Register:
 - (a) a copy of the Company's share register showing the establishment of the Registered Pledge and the Pledgee as beneficiary of the Registered Pledge, including the Pledgee's right to vote once the Pledgee sends a notice to that effect; and
 - (b) a copy of a motion filed with the district court keeping the file of the Company, with the court's stamp attached evidencing the submission to the National Court Register of the amended list of shareholders of the Company pursuant to article 188 § 3 of the Commercial Companies Code or evidence of electronic filing of this document.

5. VOTING RIGHTS

5.1 Exercise of voting rights by the Pledgee

- 5.1.1 The Pledgee is entitled to exercise the voting rights attaching to the Shares in any manner it thinks fit to satisfy all or any part of the Secured Claim only if:



- (a) a Declared Default occurred and is continuing and
- (b) the Pledgee delivers to the Company a notice of its intention to exercise the voting rights, with a copy to the Pledgor.

5.1.2 The Pledgee may exercise its voting rights based on the Articles of Association or under the Power of Attorney.

5.2 Exercise of voting rights by the Pledgor

5.2.1 During the Security Period, subject to clause 5.1.1, the Pledgor shall continue to be entitled to exercise the voting rights until the occurrence a Declared Default and delivery to the Company of the Pledgee's notice of its intention to exercise the voting rights.

5.2.2 The Pledgor must not exercise the voting rights in a way that could:

- (a) interfere with the rights of the Pledgee under clause 5.1.1 (*Exercise of voting rights by the Pledgee*);
- (b) result in a merger, takeover or transformation of the Company other than as permitted under the Facilities Agreement; or
- (c) otherwise adversely affect any of the Pledges as well as any other security interests created pursuant to this Agreement.

6. REPRESENTATIONS AND WARRANTIES

Without prejudice and in addition to any representations and warranties made in the Facilities Agreement, the Pledgor makes the following representations and warranties to the Pledgee and to the other Finance Parties:

6.1 General representations and warranties

6.1.1 Status and ownership of the Shares

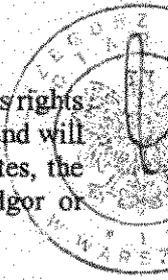
- (a) The Shares have been validly issued, fully paid and are free of any security interests encumbrances or rights of third parties and there are no unsatisfied claims attached to the Shares, in particular claims for any additional payments (*doplaty*).
- (b) The Pledgor has full title to the Shares. As of the date of this Agreement the Shares represent 99% per cent. of the registered capital and of the voting rights of the Company.

6.1.2 Power and Authority to enter into this Agreement

The Pledgor has the power to enter into this Agreement, to execute the Power of Attorney and to perform its obligations. All necessary corporate actions have been taken to authorise the entry into and performance of this Agreement and the transactions contemplated by this Agreement.

6.1.3 Non-contravention

The entry into this Agreement and the exercise by the Pledgor of any of its rights or performance of any of its obligations under this Agreement does not and will not result in a breach of any of its obligations arising under any statutes, the Articles of Association or any other document binding on the Pledgor or affecting any of the Shares.



6.2 Representations regarding the Pledges

6.2.1 Restrictions on creation of the Pledges

There is no prohibition on the creation of the Pledges over the Shares or any part of them.

6.2.2 Restrictions on the out-of-court enforcement

There are no restrictions regarding the out-of-court enforcement of the Pledges ensuing out of any law regulating, in particular, the acquisition of agricultural land or acquisition of land by foreigners.

6.2.3 Validity and ranking of the Registered Pledge

Upon registration, the Registered Pledge will constitute a valid first-ranking registered pledge established in favour of the Pledgee in compliance with the Registered Pledge Act.

6.2.4 Validity and ranking of the Civil Pledge

The Civil Pledge constitutes a valid first-ranking civil pledge established in favour of the Pledgee in compliance with the Civil Code.

6.3 Repetition

6.3.1 The representations and warranties referred to in this clause 6 are made on the date of this Agreement and will be deemed repeated on each date on which representations and warranties are deemed to be repeated under the Facilities Agreement.

6.3.2 Any repetition of the representations and warranties referred to in clause 6 applies always to the circumstances existing as at the date of such repetition.

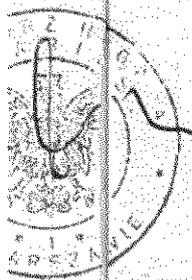
7. UNDERTAKINGS

7.1 Negative Pledge

The Pledgor will not:

7.1.1 sell, redeem or otherwise dispose of the Shares; and/or

7.1.2 encumber the Shares with any third-party rights,



other than as permitted by (or in accordance with a prior written consent granted under) the Finance Documents.

7.2 No Changes to the Articles of Association

Without prior written consent of the Pledgee, the Pledgor must not make or permit any changes to the Articles of Association, except for those expressly required under this Agreement, or which do not affect the Pledgee's rights, or which are compliant with the Finance Documents.

7.3 Voting rights

7.3.1 The Pledgor will ensure (at its own cost and expense) that the Company makes changes to its Articles of Association to allow the Pledgee to exercise the voting rights attaching to the Shares pursuant to article 187 § 2 of the Commercial Companies Code and will introduce the following wording to its Articles of Association:

"If the shares in the Company are encumbered with a pledge (including a civil and/or registered pledge), the pledgee will be entitled to exercise the voting rights attaching to the Shares from the moment of delivery to the Company of the pledgee's declaration of its intention to exercise the voting rights. If the shares are encumbered with more than one pledge, the voting rights will be attributed to the pledgee whose pledge has the highest priority of satisfaction."

7.3.2 Within 2 months from the date of this Agreement the Pledgor will promptly deliver to the Pledgee evidence of filing and registering the amendment referred to in clause 7.3.1.

7.4 Notification of enforcement

The Pledgor must notify the Pledgee as soon as it becomes aware, about:

- 7.4.1 any action taken or planned to be taken by any third party with a view to commencing enforcement proceedings directed against the Shares or any part of them, or
- 7.4.2 commencement of enforcement proceedings directed against the Shares or any part of them.

7.5 Undertakings regarding the Shares

The Pledgor must:

- 7.5.1 as soon as it becomes aware inform the Pledgee of any events or situations which may adversely affect any of the Pledges;
- 7.5.2 refrain from taking any action, which may adversely affect the value of the Shares or the Company's ability to perform in a timely manner its obligations arising under the Finance Documents;

7.5.3 as soon as it becomes aware inform the Pledgee if any shareholders' meeting is convened and of its agenda prior to the date of such meeting; and

7.5.4 duly and promptly fulfil its obligations and exercise the rights connected with the Shares.

7.6 Notice of increase and registration of the share capital

The Pledgor shall notify (or ensures that the Company notifies) the Pledgee of the registration in the National Court Register of an increase of the Company's share capital as a result of which any New Shares are issued, within 3 Business Days following receipt by the Company of the decision of the court on registration of the increase of the Company's share capital.

7.7 New Pledges over New Shares

7.7.1 If the Pledgor takes up or otherwise acquires any New Shares after the date of this Agreement, the Pledgor must establish in favour of the Pledgee a registered pledge and a civil pledge over the New Shares, by entering into a pledge agreement with the Pledgee on the same terms and conditions as those set out in this Agreement.

7.7.2 The parties will conclude an agreement regarding the New Shares pursuant to clause 7.7.1 within 10 Business Days following:

- (a) the receipt by the Company of the decision of the court on registration of the increase of the Company's share capital, or
- (b) the acquisition or taking up of the New Shares by the Pledgor.

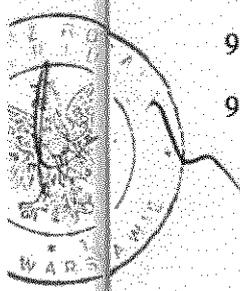
8. ENFORCEMENT OF THE PLEDGES

8.1 If the Secured Claim (or any part of the Secured Claim) is due and payable, the Pledgee may decide at its discretion whether to enforce its rights in respect of the Registered Pledge or the Civil Pledge and whether to enforce its rights in respect of all or only part of the Shares.

8.2 If a Declared Default occurs and is continuing, the Pledgee may decide at its discretion whether to enforce its rights in respect of the Civil Pledge and whether to enforce its rights in respect of all or only part of the Shares.

8.3 The Pledgee shall be entitled to choose different methods of enforcement for different Shares.

8.4 The Pledgee will send to the Pledgor the Enforcement Notice informing the Pledgor of its intention to enforce the Pledges and of the chosen method of enforcement.



9. **ENFORCEMENT OF THE REGISTERED PLEDGE**

9.1 **Procedure and Methods**

9.1.1 If the Secured Claim (or any part of the Secured Claim) is due and payable and the Declared Default has occurred, the Pledgee may (at its discretion) enforce its rights under this Agreement by any of the following methods:

- (a) **Seizure:** in accordance with Article 22 section 1 of the Registered Pledge Act, by taking title to the Shares or their part (subject to obtaining all required regulatory consents, if any);
- (b) **Auction Sale:** in accordance with Article 24 of the Registered Pledge Act and the Regulation, by selling the Shares or any part of them by public auction conducted by a notary or a court bailiff in accordance with clause 9.3 (*Enforcement of the Registered Pledge through the Auction Sale*); or
- (c) **Court Enforcement:** by commencing court enforcement proceedings in accordance with the provisions of the Civil Procedure Code.

9.1.2 The Pledgee will send to the Pledgor the Enforcement Notice informing the Pledgor of its intention to enforce the Registered Pledges and of the chosen method of enforcement.

9.1.3 The Pledgee shall be entitled to enforce the Registered Pledge in respect of all the Shares or only a part of the Shares, and it shall be entitled to choose different methods of enforcement for different Shares.

9.1.4 Within 7 days from the delivery of the Enforcement Notice, the Pledgor may either satisfy the Secured Claim or apply to the court to declare that Secured Claim do not exist or that the whole or a part of the claim is not due.

9.2 **Enforcement of the Registered Pledge through Seizure**

9.2.1 If the Pledgee decides to enforce the Registered Pledge by way of Seizure, the Seizure shall be carried out, depending on the option chosen in the Enforcement Notice, at the Seizure Value determined based on:

- (a) the net book value of the assets of the Company, in which case paragraph (a) of clause 9.2.8 shall apply, or
- (b) a Valuation of the Shares to be seized, in which case paragraph (b) of clause 9.2.8 shall apply, or
- (c) offers obtained for the sale of the Shares, in which case paragraph (c) of clause 9.2.8 shall apply.

9.2.2 The Pledgee shall notify the Pledgor of the basis of determination of the Seizure Value simultaneously with the delivery of the Enforcement Notice specifying Seizure as one of the chosen methods of enforcement.

9.2.3 If the Pledgee decides to determine the Seizure Value based on the Valuation, the Pledgee shall be entitled at its discretion to:

- (a) use the most recent Valuation,
- (b) appoint at the Pledgor's cost a Valuer to conduct a Valuation of the Shares (or part of the Shares if it so decides).

9.2.4 If the Pledgee decides to determine the Seizure Value based on the solicitation of offers, the Pledgee shall be entitled to seek offers for the purchase of the Shares (or a portion of the Shares if it decides to only sell part of the Shares) and publish announcements and carry out such marketing actions as it considers appropriate in this respect, acting in good faith in order to obtain the highest price, which will serve as the Seizure Value. The Pledgee will be entitled to disregard the highest price, if other terms such as creditworthiness of the bidder or other commercial terms are not acceptable to the Pledgee, acting reasonably.

9.2.5 The Pledgor agrees to the disclosure by the Pledgee and its advisers or agents of data protected by bank secrecy rules, within the scope relating to the seeking of offers for the purchase of Shares in accordance with this Agreement and undertakes to confirm its consent in writing to the disclosure of specific information and specific persons at each reasonable request of the Pledgee.

9.2.6 In the case of a subsequent sale of the Shares to an offeror the sale will be made on the basis that:

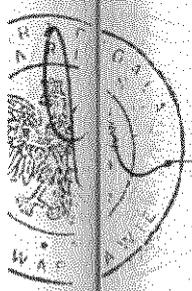
- (a) the Pledgee will give no warranties relating to the Shares as a seller in the sale agreement,
- (b) the sale shall take place on arm's length terms, subject to the terms of the sale agreement determined by the Pledgee at its discretion; and
- (c) the Pledgee will have the right to set out, at its discretion, criteria and requirements applicable to eligible offerors (including but not limited to "know your customer" and anti-money laundering checks).

9.2.7 The Pledgee will send to the Pledgor a notice setting out the estimated costs of the solicitation of offers. The Pledgor shall indemnify the Pledgee against these costs and shall promptly pay these costs (and, subject to a further notice by the Pledgee, any further costs incurred or to be incurred by the Pledgee in connection with the solicitation of offers) to an account specified by the Pledgee.

9.2.8 The Seizure Value shall be determined as follows:

- (a) if the Pledgee decides to seize all the Shares at the Seizure Value determined on the basis of the net book value of the assets of the Company, their Seizure Value shall be equal to 75% of the net book value of the Company's assets (but without taking into account the value of the Secured Claim), decreased by the value of additional payments (*dopłaty*), if any as set out in the most recent financial statements of the Company available to the Pledgee at the time of serving the Enforcement Notice (and if the Pledgee decides to seize only a part of





the Shares, their Seizure Value will be determined proportionately to their share in the entire share capital of the Company);

- (b) if the Pledgee decides to seize a part of or all the Shares at the Seizure Value determined based on the most recent Valuation carried out pursuant to the terms of this Agreement, then the Seizure Value shall be equal to the value of the Shares as determined by the Valuer (and if the Valuer's report states that the value of the Shares comprises different amounts based on different assumptions or the value is a range of amounts, the lowest of such amounts shall be adopted as the Seizure Value); and
- (c) if the Pledgee decides to seize all or part of the Shares on the basis of offers for the purchase of the Shares, the highest price offered, that would be acceptable to the Pledgee in accordance with clause 9.2.4, will serve as the Seizure Value.

9.2.9 The Pledgee shall be entitled to seize all the Shares or only part of the Shares and shall specify the number of the Shares being seized and their Seizure Value in a Notice of Seizure.

9.3 Enforcement of the Registered Pledge through Auction Sale

9.3.1 If the Pledgee enforces the Registered Pledge by way of Auction Sale, a public auction shall be carried out by a notary or a court bailiff pursuant to Article 24 of the Registered Pledge Act and the Regulation within 14 days of the Pledgee's application for such auction, and if not otherwise required by law:

- (a) **Place:** the public auction shall be carried out in Warsaw or in another location specified by the Pledgee;
- (b) **Costs:** the costs of such public auction shall be borne entirely by the Pledgor;
- (c) **Estimated Valuation:**
 - (i) the estimated valuation of the Shares shall be agreed between the Pledgor and the Pledgee within 7 days from the date of delivery to the Pledgor of the Enforcement Notice specifying the Auction Sale as the method of enforcement in relation to part of or all of the Shares.
 - (ii) If, within this time the Pledgor and the Pledgee do not reach an agreement as to their estimated valuation, their valuation will be determined at the cost of the Pledgor, by a professional valuer appointed by the notary or bailiff from among the following firms: KPMG Advisory spółka z ograniczoną odpowiedzialnością sp.k., Deloitte Advisory sp. z o.o., Ernst&Young spółka z ograniczoną odpowiedzialnością Corporate Finance sp.k., PwC Advisory sp. z o.o. Sp. k. or Grant Thornton Frąckowiak spółka z ograniczoną odpowiedzialnością

sp. k. or their legal successors or companies from their capital group involved in valuing property (or if any of them does not agree to provide the valuation, the notary or bailiff shall appoint another reputable valuer in consultation with the Pledgee);

- (d) **Selling all or part of the Shares:** the Pledgee will instruct the notary or the bailiff whether to sell all of the Shares (at a single auction), or instead to sell the Shares in parts (in which case, a number of auctions can be organised for separate groups of Shares);
- (e) **Bidding Price:** the bidding price for the Shares will be equal to 50% of the estimated valuation referred to in clause 9.2.8; and
- (f) **Terms of Payment:** the Pledgee shall be entitled to specify, at its sole discretion, the method and terms of payment of the purchase price for the Shares.

10. ENFORCEMENT OF THE CIVIL PLEDGE

If the Pledgee decides to enforce its rights in respect of the Civil Pledge, it shall inform the Pledgor of this in the Enforcement Notice (with a copy to the Company) and at any time after its delivery it will be entitled to satisfy the Secured Claim by commencing court enforcement proceedings in accordance with the provisions of the Civil Procedure Code.

11. APPLICATION OF FUNDS

11.1 Application towards the Secured Claim

The Seizure Value or the net proceeds from an Auction Sale shall be applied towards satisfaction of the Secured Claim in the manner specified in the Facilities Agreement.

11.2 Registered Pledge Turnover

If the Pledgee has enforced the Registered Pledge through Seizure or through the Auction Sale and the Seizure Value or as appropriate the net proceeds of the Auction Sale exceed the amount of the Secured Claim, the surplus shall be paid to the Pledgor within 14 days from the date of the Seizure or from the date of receipt by the Pledgee of the proceeds from the Auction Sale, as applicable.

12. DISTRIBUTIONS

12.1 Rights to Distributions

12.1.1 Notwithstanding the provisions of articles 319 and 333 of the Civil Code the Pledgor continues to be entitled to receive all Distributions to the extent allowed under the Facilities Agreement until the date on which the Pledgee delivers a notice to the contrary to the Pledgor with a copy to the Company.

12.1.2 The Pledgee agrees to refrain from exercising its right to collect any Distributions prior to the occurrence of an Declared Default and not to instruct

the Company to pay the Distributions to the Pledgee prior to the occurrence of an Declared Default.

12.2 Distributions following a Declared Default

If a Declared Default occurs and is continuing the Pledgor shall comply with the instructions of the Pledgee in relation to any Distributions and refrain from demanding or accepting any Distributions and, on the day of receipt of the Enforcement Notice, direct the Company to promptly pay all Distributions to the Pledgee to a bank account indicated in writing.

12.3 Turnover

If the Pledgor receives any Distributions contrary to clause 12.2 (*Distributions Following Declared Default*), the Pledgor will immediately pay such Distributions over to the Pledgee.

13. POWER OF ATTORNEY

13.1 On the date of this Agreement the Pledgor will grant to the Pledgee the Power of Attorney with signatures certified by a notary public substantially on the terms and conditions set out in Schedule 4 (*Power of Attorney*).

13.2 Promptly upon request of the Pledgee, the Pledgor (at its cost and expense) shall deliver to the Pledgee:

13.2.1 documents confirming the grant of the Power of Attorney (including the Power of Attorney re-executed with signatures certified by a notary public); and

13.2.2 documents confirming that the Pledgor ratified and confirmed any action taken or purported to be taken by any attorney (or its delegate) under the Power of Attorney

in form and substance satisfactory to the Pledgee.

14. LIMITATION OF LIABILITY

14.1 The Pledgee is not liable by reason of:

14.1.1 taking any action permitted by this Agreement, or

14.1.2 any neglect or default of the Pledgee in connection with the security created under this Agreement or

14.1.3 enforcement of the security created under this Agreement or any part of it,

except in the case of damage resulting from the Pledgee's gross negligence (*rażące niedbalstwo*) or wilful misconduct (*wina umyślna*).

14.2 The Pledgee is not liable for any tax consequences arising for the Pledgor as result of enforcement by the Pledgee of any security interest created under this Agreement.

14.3 The Pledgor irrevocably waives any rights which it may hold as a result of any subrogation.

15. CONTINUING SECURITY

15.1 Subject to the maximum amount of security applicable to the Registered Pledge, as set out in clause 2.1.1, the Pledges extend to the ultimate balance of the Secured Claim and remain in force as long as the Secured Claim remains unpaid or remains capable of being originated notwithstanding:

15.1.1 any intermediate payment or increase or amendment of any of its rights and/or claims under the Facilities Agreement; or

15.1.2 any transfer by the Pledgee of any of its rights and/or claims under the Facilities Agreement to any third party.

15.2 If the Pledgee enforces any of the Pledges only in relation to a part of the Shares, the Pledges will continue in full force and effect on the remaining Shares. The Pledgee will be entitled to enforce any of the Pledges in respect of the remaining Shares as long as there are any amounts of the Secured Claim that remain unpaid.

16. EXPIRY OF THE SECURITY

16.1 Following the expiry of the Security Period, at the request and expense of the Pledgor, the Pledgee shall within 14 Business Days from the Pledgor's request:

16.1.1 deliver to the Pledgor a written statement certifying that the Secured Claim has been discharged in full and this Agreement has expired; and

16.1.2 produce any other document necessary to evidence the expiry of this Agreement in a form reasonably requested by the Pledgor.

17. NOTICES

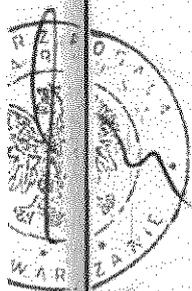
The provisions of clause 22 (*Notices*) of the Intercreditor Agreement are incorporated and apply to this Agreement as if set out in full herein, *mutatis mutandis*.

18. ASSIGNMENT

18.1 The Pledgor is not entitled to assign or transfer any of its rights and obligations under this Agreement.

18.2 The Pledgee is entitled to assign all or a portion of its rights under this Agreement to a third party (the "New Pledgee") simultaneously with the assignment of the Secured Claim or its portion. Upon the Pledgee or the New Pledgee's request, the Pledgor shall execute any other documents as may be required to evidence or perfect the assignment and transfer in relation to this Agreement.





19. **GOVERNING LAW**

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

20. **JURISDICTION**

The courts competent for Śródmieście district of the Capital City of Warsaw shall have 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).

21. **LANGUAGE, AMENDMENTS AND COUNTERPARTS**

21.1 This Agreement is executed in English and Polish language versions. Both language versions may be used for interpretation but, if there is any discrepancy between the English and the Polish language version, the English language version shall prevail.

21.2 All amendments to this Agreement are null and void unless approved by the parties in writing.

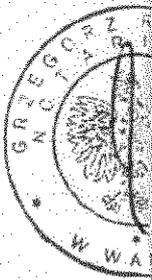
21.3 This Agreement is executed in 3 counterparts in Polish and 2 counterparts in English, one Polish counterpart and one English counterpart for each party and one Polish counterpart for registration of the Registered Pledge in the Pledge Register.

22. **PROCESS AGENT**

22.1 The Pledgee irrevocably appoints Mateusz Chruściak, Clifford Chance, Janicka, Krużewski, Namiotkiewicz i wspólnicy sp.k., ul. Lwowska 19, 00-660 Warszawa as its process agent in any court proceedings in respect of this Agreement before the Polish courts.

22.2 The Pledgor irrevocably appoints Paweł Turek, DLA Piper Giziński Kycia sp.k., Pereca Icchaka Lejba 1, 00-849 Warszawa, as its process agent in any court proceedings in respect of this Agreement before the Polish courts.

**SCHEDULE 1
NOTICE OF THE ESTABLISHMENT
OF THE PLEDGES**



To: [...] (the "Company")

From: [...] (the "Pledgor")

Copy to: [...] (the "Pledgee")

Date:

Establishment of civil pledge and the registered pledge under an agreement for pledges over shares in the Company made between, among others, the Pledgee and the Pledgor dated [...] ("Agreement")

Dear Sirs,

We refer to the Agreement. Terms defined in the Agreement have the same meaning when used in this notice.

Pursuant to Article 187 § 1 of the Commercial Companies Code, we hereby give you notice that, under the Agreement, we have pledged the Shares with the Civil Pledge and, subject to registration, the Registered Pledge. The Registered Pledge over the Shares will be perfected upon its registration in the Pledge Register.

We hereby instruct you to:

1. immediately after receipt of this Notice on Establishment of the Pledges, however in each case not later than within 3 Business Days:
 - 1.1 make an entry in the share register that the Pledgee is authorised to exercise the voting rights upon delivery by the Pledgee to the Company of its declaration that it intends to exercise the voting rights;
 - 1.2 disclose the establishment of the Civil Pledge and the Registered Pledge and the Pledgee as beneficiary of the Pledges in your share register pursuant to Article 188 of the Commercial Companies Code and provide us within 2 Business Days with a copy of the Company's share register showing the above requested entry; and
 - 1.3 submit to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code, a revised list of shareholders in the Company evidencing establishment of the Civil Pledge and provide us within 2 Business Days with a copy of the motion with the court's stamp attached evidencing submission of the above list.

2. We also inform you that:

2.1 we have granted an irrevocable power of attorney to the Pledgee ("**Power of Attorney**") to exercise all rights that we have as a shareholder in the Company, including voting rights. Prior to exercising the voting rights based on the Power of Attorney, the Pledgee will deliver to you a separate notice informing you of its intention to exercise the voting rights; and

2.2 [notwithstanding the provisions of article 319 and 333 of the Civil Code the Pledgor continues to be entitled to receive all Distributions to the extent allowed under the Facilities Agreement, unless the Pledgee delivers a notice to the contrary to the Pledgor with a copy to you.]¹

This notice is governed by Polish law.

For and on behalf of [insert the name of the Pledgor]

Name and surname:

Name and surname:

Position:

Position

Attachment:

A copy of the signed Agreement.

We acknowledge receipt of this notice delivered to us on [].

For and on behalf of [insert the name of the Company]

Name and surname:

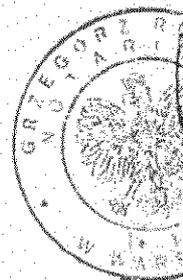
Name and surname:

Position:

Position

¹ Cf clause 7 (*Distributions*), make sure there's no discrepancy!

SCHEDULE 2
NOTICE OF REGISTRATION OF THE REGISTERED PLEDGE



To: [...] (the "Company")

From: [...] (the "Pledgor")

Copy to: [...] (the "Pledgee")

Date:

Establishment of a registered pledge under an agreement for registered and civilncial pledges over shares in the Company made between the Pledgee and the Pledgor dated [...] ("Agreement")

We refer to the Agreement. Terms defined in the Agreement have the same meaning when used in this notice.

Pursuant to Article 187 § 1 of the Commercial Companies Code, we hereby give you notice that, under the Agreement, we have pledged the Shares with the Registered Pledge. The Registered Pledge has been registered in the Register by the decision of the competent court dated under the following registration number: .

We hereby instruct you to:

1. disclose the establishment of the Registered Pledge and the Pledgee as beneficiary of the Registered Pledge in your share register pursuant to Article 188 of the Commercial Companies Code and provide us within 3 Business Days of receipt of this notice with a copy of the Company's share register showing the above requested entry; and
2. submit to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code, a revised list of shareholders in the Company evidencing establishment of the Registered Pledge and provide us within 3 Business Days of receipt of this notice with a copy of the motion with the court's stamp attached evidencing submission of the above list or evidence of electronic filing of that document.

This notice is governed by Polish law.

For and on behalf of [insert the name of the Pledgor]

Name and surname:

Name and surname:

Position:

Position:

Attachment:

A copy of the court decision dated .

**SCHEDULE 3
ENFORCEMENT NOTICE**

/to be executed on the Pledgee's paper/

To: [...] (the "Pledgor")

[...] (the "Company")

From:: [...] (the "Pledgee")

Date:

Enforcement of the rights of the Pledgee under an agreement for registered pledge and civil pledge over shares in the Company between the Pledgee and the Pledgor dated [...] ("Agreement").

We refer to the Agreement. Terms defined in the Agreement have the same meaning when used in this notice.

This is an Enforcement Notice. [In accordance with clause 8 (*Enforcement of the Pledges*) of the Agreement, we give you notice that an [Event of Default] has occurred and we intend to enforce our rights under the Agreement.]

We now give you notice that we intend to enforce the [Registered Pledge]/[Civil Pledge]

[through court enforcement proceedings]

/

[under clause 9.1.4 (*Enforcement of the Registered Pledge through the Seizure*) and Article 22 of the Registered Pledge Act, by seizure of Shares]

/

[under clause 9.3 (*Enforcement of the Registered Pledge through the Auction Sale*) and Article 24 of the Registered Pledge Act, by sale of the Shares in a public auction carried out by a notary or a public bailiff]

/

As from the date of this notice, the Company must not pay any Distributions to the Pledgor, and any Distributions are payable to the Pledgee.

This notice is governed by Polish law.

For and on behalf of [insert the name of the Pledgee]

Name and surname:

Name and surname:

Position:

Position:

*To be included in the notice if the Pledgee intends to enforce the Registered Pledges.

**SCHEDULE 4
FORM OF POWER OF ATTORNEY**

/to be executed with signatures certified by a notary public/

POWER OF ATTORNEY

To: [...] (the "Pledgee")

From: [...] (the "Pledgor")

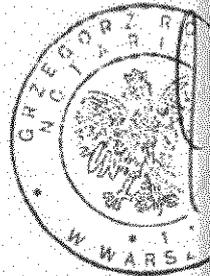
Date:

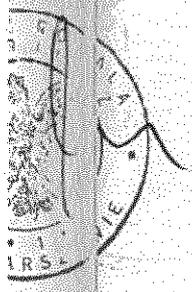
This power of attorney is granted pursuant to an Agreement for registered pledge and civil pledge over Shares between the Pledgee and the Pledgor dated [...] (the "Agreement").

We refer to the Agreement. Terms defined in the Agreement have the same meaning when used in this power of attorney.

The Pledgor hereby grants this power of attorney to the Pledgee and authorises the Pledgee to:

1. establish in favour of the Pledgee a registered pledge and a civil pledge over all the shares of [*the name of the Company to be inserted*] (the "Company") taken up or acquired (in any way) by the Pledgor after the date of the Agreement;
2. appoint qualified attorneys in the name of the Pledgor and instruct them to commence and represent the Pledgor in court proceedings relating to registration of the registered pledges contemplated in section 1. above;
3. participate in shareholders' meetings and to exercise (personally or through an authorised representative) the voting rights and any other decision-making powers attributed to shareholders of the Company under Polish law or under the Articles of Association, whether exercisable at a meeting of the shareholders of the Company or otherwise. In particular, but without limitation, the Pledgee can exercise the following rights:
 - (a) the right to demand that the management board of the Company convenes an extraordinary or ordinary general meeting of shareholders of the Company;
 - (b) the right to appoint a proxy to exercise voting rights in the name of the Pledgor and give binding instructions to the proxy; and
 - (c) the right to give any consent or authorisation in the name of the Pledgor in its capacity as a shareholder of the Company;
4. take any action that the Pledgor is obliged to take under the Agreement, and in particular, to:
 - (a) grant any consent or waiver that the Pledgor is obliged to grant under the Agreement.





The Pledgee has the right to take or abstain from taking any action under this power of attorney in the manner it thinks fit. Specifically, the Pledgee has the right to determine the terms and conditions of any agreement or document to be executed under this power of attorney.

The Pledgee has the right to appoint substitute representatives in relation to the authority granted to it under this power of attorney.

The Pledgee may be a party and may represent any other party to any document entered into by it on behalf of the Pledgor. The limitations set forth in article 108 of the Civil Code do not apply.

The Pledgor waives its right to revoke this power of attorney. The Pledgor declares that the irrevocability of this power of attorney is justified by the nature of the legal relationship between the Pledgor and the Pledgee.

This power of attorney is irrevocable during the Security Period and shall expire upon the expiry of the Security Period as defined in this Agreement.

Promptly upon the request of the Pledgee, the Pledgor shall ratify and confirm any action taken or purported to be taken by any attorney (or its delegate) under this power of attorney.

This power of attorney is governed by Polish law.

This power of attorney is executed in Polish and in English language versions. Both language versions may be used for interpretation, but if there is any discrepancy between the English and the Polish language versions, the English language version shall prevail.

For and on behalf of [insert the name of the Pledgor]

Name and surname:

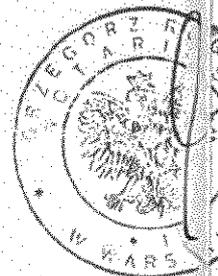
Name and surname:

Position:

Position:

**SCHEDULE 5
FORM OF NOTICE OF SEIZURE**

(to be executed on the Pledgee's paper)



To: [...] (the "Pledgor")
 [...] (the "Company")

From: [...] (the "Pledgee")

Date:

Enforcement of the rights of the Pledgee under an agreement for registered pledge and civil pledge over shares in the Company between the Pledgee and the Pledgor dated [...] ("Agreement").

We refer to the Agreement. Terms defined in the Agreement have the same meaning when used in this notice.

This is a Notice of Seizure. We hereby seize [...] of Shares at the value of PLN [...] per share.

This notice is governed by Polish law.

For and on behalf of [insert the name of the Pledgee]

Name and surname:

Name and surname:

Position:

Position:

SIGNATURES

The Pledgor:

By:

[Redacted Signature]

Name: Ewelina Szlachcic

Title: Attorney-in-fact

The Pledgee:

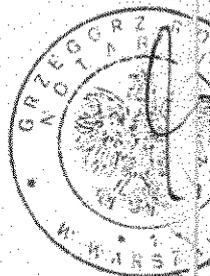
By:

[Redacted Signature]

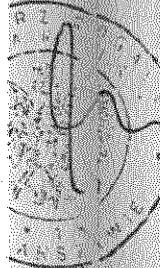
Name: Joanna Korycińska

Title: Attorney-in-fact

/ Signatures certified by a public notary /



STRONA NIEZAPISANA



Kancelaria Notarialna
Grzegorz Rogala Notariusz
Rondo ONZ nr 1
00-124 Warszawa
tel. 022 8908970 (1-2)
e-mail rogala@notariusze.waw.pl
www.notariusz-rogala.pl

Repertorium A nr 18771 /2022

Poświadczam, że w dniu dwudziestego piątego listopada dwa tysiące dwudziestego drugiego roku (25.11.2022), w budynku biurowym znajdującym się przy ulicy Zajęczej nr 4 w Warszawie, podpisy powyższe złożyły własnoręcznie w mojej obecności:-----

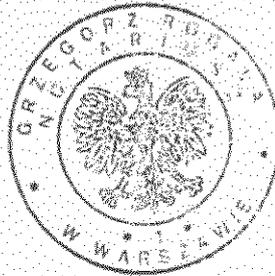
1. **Ewelina Szlachcic**, PESEL 94050607584, według oświadczenia zamieszkała w Warszawie, przy ulicy Głębockiej nr 7 m. 26 (kod pocztowy: 03-287), której tożsamość stwierdziłem na podstawie okazanego dowodu osobistego DFL 409686 ważnego do dnia 10 listopada 2032 roku,-----

- działająca w imieniu i na rzecz spółki pod firmą **McBride Holdings Limited**, spółki założonej i istniejącej zgodnie z prawem Anglii i Walii z siedzibą w Manchesterze, adres: **McBride Holdings Limited, Middleton Way, Middleton, Manchester M24 4DP, Wielka Brytania**, wpisanej do rejestru spółek Anglii i Walii pod nr 02805339, jako pełnomocnik, na podstawie okazanego pełnomocnictwa, na którym własnoręczność podpisu osoby uprawnionej do reprezentacji Spółki poświadczył w dniu 16 listopada 2022 roku Andrew Graeme Weinberg notariusz publiczny w Manchesterze. Dokument ten został opatrzony klauzulą apostille wydaną w dniu 18 listopada 2022 roku przez Jego Królewskiej Mości Głównego Sekretarza Stanu do spraw Zagranicznych i Wspólnoty Narodów i Rozwoju, za nr APO-DPS4-12SX-4001-YH0C. Treść notarialnego poświadczenia podpisu i klauzuli apostille przetłumaczył na język polski tłumacz przysięgły języka angielskiego Piotr Sitnik w dniu 22 listopada 2022 roku, za nr rep. 69/2022. Według zapewnienia stawającej, pełnomocnictwo powyższe nie wygasło, ani nie zostało odwołane.-----

2. **Joanna Korycińska**, PESEL 97022605526, według oświadczenia zamieszkała w Warszawie, przy ulicy Srebrnej nr 10 m. 100 (kod pocztowy: 00-810), której tożsamość stwierdziłem na podstawie okazanego dowodu osobistego DBC 415138 ważnego do dnia 9 stycznia 2030 roku,-----

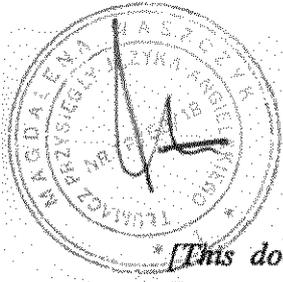
- działająca w imieniu i na rzecz spółki pod firmą **Glass Trust Corporation Limited**, spółki założonej i istniejącej zgodnie z prawem Anglii i Walii z siedzibą w Londynie, adres: **55 Ludgate Hill, Level 1, West, Londyn EC4M 7JW, Wielka Brytania**, wpisanej do rejestru spółek Anglii i Walii pod nr 07927175, jako pełnomocnik, na podstawie okazanego pełnomocnictwa, na którym własnoręczność podpisu osoby uprawnionej do reprezentacji Spółki poświadczyła w dniu 23 listopada 2022 roku Eleonora Andrea Ceolin notariusz publiczny w Londynie. Dokument ten został opatrzony klauzulą apostille wydaną w dniu 24 listopada 2022 roku przez Jego Królewskiej Mości Głównego Sekretarza Stanu do spraw Zagranicznych i Wspólnoty Narodów i Rozwoju, za nr APO-FXJX-JBMJ-EH01-YNJA. Według zapewnienia stawającej, pełnomocnictwo powyższe nie wygasło, ani nie zostało odwołane.-----

Wysokość opłat za niniejszą czynność wynosi:-----
- wynagrodzenie notariusza na podstawie §13 i §17 Rozporządzenia Ministra Sprawiedliwości z dnia 28 czerwca 2004 roku w sprawie maksymalnych stawek taksy notarialnej (tekst jednolity Dz. U. z 2020 roku, poz. 1473) w kwocie-----700,00 zł
- podatek od towarów i usług (23 %) na podstawie art. 146aa pkt 1) w zw. z art. 41 ust. 1 ustawy z dnia 11 marca 2004 roku w sprawie podatku od towarów i usług (tekst jednolity Dz.U. z 2022 r., poz. 931 ze zmianami) w kwocie-----161,00 zł



NOTARIUSZ
[REDACTED]
Grzegorz Rogala





Certified translation from Polish

[This document is a translation of a notary's certificate appended to the Agreement for Registered Pledge and Civil Pledge over Shares of Intersilesia McBride Polska sp. z o.o.]

**Kancelaria Notarialna [Notary's Office]
Grzegorz Rogala Notariusz
Rondo ONZ 1
00-124 Warszawa
Tel. 022 8908970 (1-2)
e-mail: rogala@notariusze.waw.pl
www.notariusz-rogala.pl**

Repertorium A no. 18771/2022

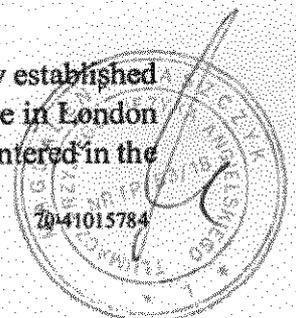
I certify that on the twenty fifth day of November two thousand and twenty-two (25-11-2022), at an office building located at ul. Zajęcza no. 4 in Warsaw, the above signatures were placed in my presence by the following persons, by their own hand:

1. **Ewelina Szlachcic**, PESEL 94050607584, according to her statement residing in Warsaw at ul. Głębocka no. 7 apt 26 (postal code: 03-287), whose identity I have confirmed based on the presented identity card no. DFL 409686 valid until 10 November 2032;

- acting for and on behalf of **McBride Holdings Limited**, a company established and existing under the laws of England and Wales with its registered office in Manchester at McBride Holdings Limited, Middleton Way, Middleton, Manchester M24 4DP, United Kingdom, entered in the trade register for England and Wales under number 02805339 as the attorney-in-fact, pursuant to the power of attorney presented hereat, which had been signed by the Company's representative and the authenticity of signature was certified on 16 November 2022 by Andrew Graeme Weinberg, notary public in Manchester. The document has been appended with an apostille clause issued on 18 November 2022 by Her Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs under number APO-DPS4-12SX-4001-YH0C. The content of the notarial certification of the signature and apostille clause was translated into Polish by Piotr Sitnik, a sworn translator of English, on 22 November 2022 under repertorium no. 69/2022. According to the appearing party's assertion, the above power of attorney has not expired, nor has it been revoked.

2. **Joanna Korycińska**, PESEL 97022605526, according to her statement residing in Warsaw at ul. Srebrna no. 10, apt 100 (postal code: 00-810), whose identity I have confirmed based on the presented identity card no. DBC 415138 valid until 9 January 2030;

- acting for and on behalf of **Glass Trust Corporation Limited**, a company established and existing under the laws of England and Wales with its registered office in London at 55 Ludgate Hill, Level 1, West, London EC4M 7JW, United Kingdom, entered in the



trade register for England and Wales under number 07927175 as the attorney-in-fact, pursuant to the power of attorney presented hereat, which had been signed by the Company's representative and the authenticity of signature was certified on 23 November 2022 by Eleonora Andrea Ceolin, notary public in London. The document has been appended with an apostille clause issued on 24 November 2022 by Her Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs under number APO-FXJX-JBMJ-EH01-YNJA. According to the appearing party's assertion, the above power of attorney has not expired, nor has it been revoked.

Fees collected:

- notary's fee pursuant to §13 and §17 of the Ordinance of the Minister of Justice of 28 June 2004 on the Maximum Rates of Notarial Fees (consolidated text: Journal of Laws of 2020, item 1473): PLN 700.00;
- 23% tax on goods and services pursuant to Art. 146aa point 1) in conjunction with Art. 41 sec. 1 of the Act on the Tax on Goods and Services of 11 March 2014 (consolidated text: Journal of Laws of 2022, item 931, as amended): PLN 161.00.

[round official seal of the notary]

NOTARY

[illegible signature]

Grzegorz Rogala

[below a seal and illegible signature of the Notary placed on a rosette securing the string]

Repertorium no. 160/2022

I, the undersigned Magdalena Waszczyk, sworn translator of English, entered in the list of sworn translators kept by the Minister of Justice under no. TP/53/18, hereby certify that the above is a true and exact translation of the original document in Polish, presented to me.

Warsaw, 6 December 2022

