



Registration of a Charge

Company Name: **INTERNET SECURITIES LIMITED**

Company Number: **02976791**



XAWFGG0W

Received for filing in Electronic Format on the: **25/01/2022**

Details of Charge

Date of creation: **21/01/2022**

Charge code: **0297 6791 0011**

Persons entitled: **ARES MANAGEMENT LIMITED (IN ITS CAPACITY AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **N/A**

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 INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE COPY OF THE COMPOSITE ORIGINAL INSTRUMENT**

Certified by: **SUSAN WHITEHEAD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2976791

Charge code: 0297 6791 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2022 and created by INTERNET SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th January 2022 .

Given at Companies House, Cardiff on 26th January 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**

INTERNET SECURITIES LIMITED
(the Pledgor)

and

ARES MANAGEMENT LIMITED
(the Pledgee)

AMENDMENT AGREEMENT NO. 1
TO THE REGISTERED PLEDGE AND FINANCIAL PLEDGE AGREEMENT
OVER SHARES IN ISI EMERGING MARKETS POLSKA SP. Z O.O.
DATED 21 MAY 2021

dated 21 January 2022



Hogan Lovells (Warszawa) LLP
Oddział w Polsce
Plac Trzech Krzyży 10/14
00-499 Warsaw
tel. +48 22 529 29 00
fax +48 22 529 29 01

THIS AMENDMENT AGREEMENT NO. 1 TO THE REGISTERED PLEDGE AND FINANCIAL PLEDGE AGREEMENT OVER SHARES IN ISI EMERGING MARKETS POLSKA SP. Z O.O. DATED 21 MAY 2021 (the "**Agreement**") is made on 21 January 2022 in Warsaw, by and between:

- (1) INTERNET SECURITIES LIMITED with its registered office at The Space Liverpool Street, 14 New Street, London, United Kingdom, EC2M 4HE (company number: 02976791) (the "**Pledgor**");
- and
- (2) ARES MANAGEMENT LIMITED with its registered office at C/O Tmf Group 8th Floor, 20 Farringdon Street, London, United Kingdom, EC4A 4AB (company number: 05837428) (the "**Pledgee**").

WHEREAS:

- (A) The senior facilities agreement dated 8 December 2020 was made between, among others, Echo Bidco Limited as Company (the "**Company**"), Hawk UK Holdco 2 Limited as Parent (the "**Parent**"), certain institutions referred to therein as the Original Lenders (the "**Original Lenders**") and the Pledgee as Mandated Lead Arranger, Agent and Security Agent (as amended, restated, novated and/or supplemented from time to time) (the "**Facilities Agreement**").
- (B) The intercreditor deed dated 18 December 2020 was made, inter alia, between the Agent, the Parent, the Company and certain other companies as the Original Intra-Group Lenders and the Pledgee as Security Agent (as amended, restated, novated and/or supplemented from time to time) (the "**Intercreditor Agreement**").
- (C) On 21 May 2021 the Debtor (as defined in the Pledge Agreement) acceded to the Facilities Agreement and the Intercreditor Agreement as an Additional Guarantor.
- (D) Under the terms of the Intercreditor Agreement, the Pledgee has been appointed and authorised to act as a Security Agent with respect to any security contemplated under the Security Documents (as defined in the Intercreditor Agreement).
- (E) Pursuant to Clause 18.29 (*Parallel Debt*) of the Intercreditor Agreement, the Debtor has irrevocably and unconditionally undertaken by way of continuing abstract acknowledgement of debt to pay to the Pledgee as Security Agent, amounts equal to any amounts owed from time to time by it to any Secured Party (as defined in the Intercreditor Agreement) under any Senior Finance Document (as defined in the Intercreditor Agreement), as and when those amounts are due.
- (F) In order to secure the payment of amounts due to the Pledgee from the Debtor under the Parallel Debt, the Pledgor and the Pledgee concluded on 21 May 2021 the registered pledge and financial pledge agreement over shares in ISI Emerging Markets Polska sp. z o.o. (the "**Pledge Agreement**"). The registered pledge over shares established based on the Pledge Agreement has been entered in the register of pledges under the number of record: 2685287.
- (G) On 10 November 2021 and on 22 December 2021 the amendment and restatement agreements to the Facilities Agreement were made by, among others, the Company, the Parent, the Original Lenders and the Pledgee (the "**Amendment and Restatement Agreements**").
- (H) The Parties have agreed to enter into this Agreement in order to amend certain provisions of the Pledge Agreement, as required by the Amendment and Restatement Agreements.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement:

"Parties" mean parties to this Agreement.

1.2 In this Agreement, unless otherwise stated, capitalized terms shall have the same meaning as given to them in the Pledge Agreement.

1.3 Paragraphs 1.2 - 1.4 and Paragraph 5 of the Pledge Agreement shall apply to this Agreement as if they were expressly set out herein (*mutatis mutandis*).

1.4 This Agreement is a Finance Document (as defined in the Facilities Agreement).

2. AMENDMENTS TO THE PLEDGE AGREEMENT

2.1 The Pledgor and the Pledgee amend the provisions of the Pledge Agreement in the following way:

- (a) Paragraph 2.1 (*Pledged Asset*) of the Pledge Agreement shall have the following new wording:

"Establishment of Registered Pledge: As security for the discharge of the Secured Claim, the Pledgor establishes in favour of the Pledgee the first-ranking registered pledge (zastaw rejestrowy) over the Shares up to the maximum security amount equal to USD 259,950,000 (two hundred fifty nine million nine hundred fifty thousand US dollars). The Pledgee consents to the establishment of the Registered Pledge.

The Registered Pledge has the same priority in ranking (pierwszeństwo) in relation to the Financial Pledge over the Shares."

2.2 All other provisions of the Pledge Agreement shall remain unchanged.

2.3 The amendments to the Pledge Agreement introduced under this Agreement do not constitute novation (*odnowienie*) in the meaning of Art. 506 of the Civil Code.

2.4 Amendments to the Pledge Agreement made pursuant to this Paragraph 2 come into force as of the date of this Agreement.

3. REGISTRATION OF AMENDMENTS TO THE REGISTERED PLEDGE

3.1 The Pledgor shall duly pay for and submit an application to the relevant court for amendments to the Registered Pledge entered in the register of pledges, in accordance with this Agreement and the Registered Pledge Law, no later than within 5 (five) Business Days from the date of this Agreement, having first agreed the content of the application for amendments with the Pledgee.

3.2 Immediately after filing the application for amendments in the register of pledges, the Pledgor shall provide the Pledgee with a copy of the duly paid and submitted application. If the Pledgee does not receive a copy of the above application from the Pledgor within 10 (ten) Business Days from the date of this Agreement, it may independently file an application for amendments to the Registered Pledge entered in the register of pledges at the cost of the Pledgor.

3.3 The Pledgor shall use its best efforts to ensure the registration of amendments to the Registered Pledge entered in the register of pledges at its cost, including the rectification

of any errors or inconsistencies duly identified by the Pledgor in the decision of registry court regarding registration of amendments. If during the proceedings relating to the registration of amendments to the Registered Pledge the registry court requires any documents or amendments to this Agreement to be executed or delivered, the Pledgor shall (i) inform the Pledgee of such requirement and (ii) duly deliver or execute any such documents or amendments.

3.4 The Parties indicate the following addresses for services in connection with registry court proceeding:

- (a) the Pledgor has established as its proxy for delivery of court correspondence related to the registration of amendments to the pledge over the Shares the following person: Katarzyna Kosińska, under the following address: Aleja Jana Pawła II 11, 00 – 828 Warsaw, Poland;
- (b) the Pledgee has established as its proxy for delivery of court correspondence related to the registration of amendments to the pledge over the Shares the following person: Mateusz Dereszyński, under the following address: Plac Trzech Krzyży 10/14, 00-499 Warsaw, Poland.

3.5 Any amendment to the address of court correspondence shall be promptly notified to the court maintaining the register of pledges.

4. MISCELLANEOUS

4.1 Any amendments and supplements to this Agreement shall be null and void unless made in writing.

4.2 If individual provisions of this Agreement are fully or partially deemed to be invalid, the remaining provisions of this Agreement shall remain valid, subject to Art. 58 § 3 of the Civil Code.

4.3 The Pledgor shall take any further action and execute any further documents as the Pledgee may reasonably request to give effect to the arrangements contemplated by this Agreement.

5. GOVERNING LAW

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

6. Dispute Resolution

Any dispute between the Parties arising out of or in connection with this Agreement, including any question regarding its existence, construction, validity or termination, shall be resolved by the respective court competent for Warsaw district Śródmieście.

7. LANGUAGE AND COUNTERPARTS

7.1 This Agreement is signed in the Polish and English language versions. In the event of any discrepancies between the language versions of this Agreement, the Polish version shall prevail.

7.2 This Agreement is signed in 3 (three) identical copies in the Polish language version and 2 (two) identical copies in the English language version: one copy in the Polish language version for the registry court and one copy in each language version for the Pledgee and the Pledgor.

SIGNATURES:

Executed by **INTERNET SECURITIES LIMITED**
acting by Jonathan James Gardiner and Guy
Michael Dunn

directors



Director

Director

SIGNATURES:

Executed by INTERNET SECURITIES LIMITED
acting by Jonathan James Gardiner and Guy
Michael Dunn

directors

Director

Director

SIGNATURES:

On behalf of **ARES MANAGEMENT LIMITED**

By: _____

Name: John Atherton

Title: Authorised Signatory