

# MR01

## Particulars of a charge



Companies House

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Please see 'How to pay' on the last page.

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You may use this form to register  
a charge created or evidenced by  
an instrument.

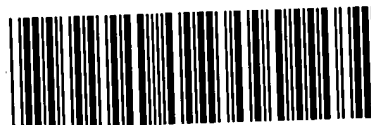
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register a charge where there is no  
instrument. Use form MR02.

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This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If 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. **Do not send the original**



\*AB6DP9VS\*

A13

17/06/2022

#106

COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 03162829

Company name in full Kajima Properties (Europe) Limited

For official use

#### → Filling 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 21/06/2022

### 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 Ceska sporitelna, a.s.

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.

### Particulars of a charge

06/16 Version 2.1

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DAVIB/KILLC - 339491-8**

Company name **Addleshaw Goddard LLP**

Address **One St Peter's Square**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 2 3 D E**

Country **United Kingdom**

DX **14301 Manchester**

Telephone **0161 934 6000**

**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.**

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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**

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IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS IN MANCHESTER  
COMPANY AND INSOLVENCY LIST (CHD)  
AND IN THE MATTER OF THE COMPANIES ACT 2006



CR-2022-MAN-000228

**KAJIMA PROPERTIES (EUROPE) LIMITED**

and

**REGISTRAR OF COMPANIES (ENGLAND AND WALES)**

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**ORDER**

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**Before District Judge Richmond** sitting at Manchester Civil Justice Centre, 1 Bridge Street West, Manchester, M60 9DJ

**Upon** the application by Part 8 Claim Form dated 5 April 2022.

**Upon** reading the witness statement of Anuja Karia together with the Exhibit dated 1 April 2022.

**AND UPON THE COURT** being satisfied that the omission to deliver a statement of particulars in respect of the Pledge dated 21 January 2022 between Kajima Properties (Europe) Limited (as Pledgor'), Česká spořitelna CR 4 s.r.o (as 'Pledgee') and Industrial Center CR 4 s.r.o (as 'the Company') of the Pledgee's ownership interest in the registered capital of the Company (the "**Pledge**") within the time for delivery in the manner required by section 859A of the Companies Act 2006 (the "**Act**") was due to an inadvertent error or was accidental and that it is just and equitable to grant relief pursuant to section 859F.

**IT IS ORDERED** that:

- 1 In accordance with section 859F of the Act, the time allowed for the delivery of the section 859D statement of particulars and any other necessary documentation by the Applicant in respect of the Pledge be extended to 21 days from the date of this Order.

- 2 Such Order is made without prejudice to any third party rights that might have been acquired between the expiry of the 21 day period and the date of actual registration.
- 3 The Applicant do deliver a sealed copy of this Order to the Registrar of Companies within seven days of the date of this Order.

**DATED** the 7th day of June 2022

# SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

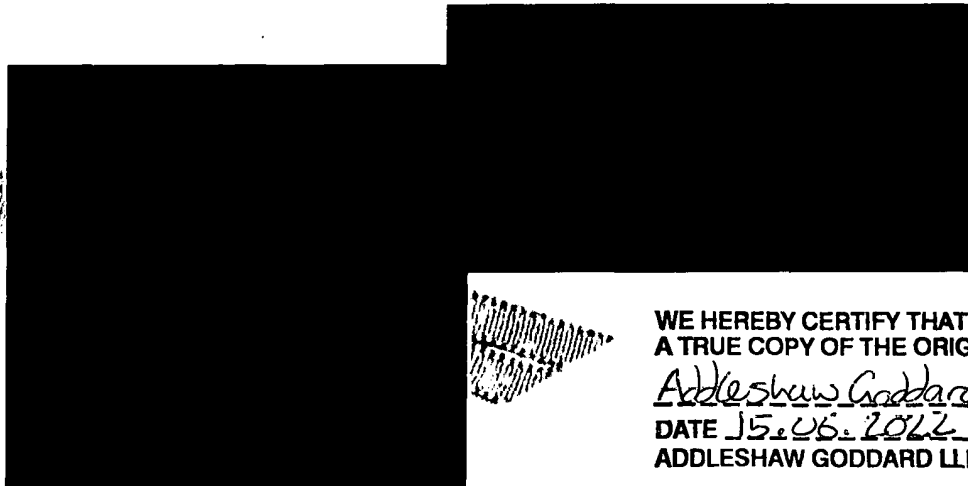
Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins\*

Eleonora Ceolin\* Kyriaki Manika\* Katia Fallow

TO ALL TO WHOM THESE PRESENTS SHALL COME, I CHRISTOPHER GERARD HIGGINS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the following:

1. THAT save for material redacted pursuant to s859G of the Companies Act 2006, the copy instrument hereunto annexed is a true and correct copy of the original instrument of **agreement on a pledge of ownership interest in a limited liability company** of which it purports to be a copy, I having carefully collated and compared the said copy with the said original and found the same to agree therewith;
2. AND THAT the following information is redacted:
  - a) the ink seal impressions of the certifying Czech notary;
  - b) partial dates of birth, partial personal addresses and identity document numbers of the individuals mentioned in the said instrument; and
  - c) signatures in both the execution blocks and apostilles appearing on the said instrument.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and affixed my signature at London aforesaid this third day of March two thousand and twenty two.



WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

*Addeshaw Goddard LLP*

DATE 15.03.2022

ADDLESHAW GODDARD LLP



Saville & Co. Scrivener Notaries is the trading name of Saville Notaries LLP, a limited liability partnership registered in England and Wales with registered number OC420687 and with registered office at 11 Old Jewry, London EC2R 8DU

Regulated through the Faculty Office of the Archbishop of Canterbury

\*General Notary



21 January 2022

**AGREEMENT ON A PLEDGE OF OWNERSHIP INTEREST IN A  
LIMITED LIABILITY COMPANY**

relating to EUR 12,110,000 Facility Agreement

**Kajima Properties (Europe) Limited**  
as Pledgor

and

**Česká spořitelna, a.s.**  
as Pledgee

and

**Industrial Center CR 4 s.r.o.**  
as Company

Kinstellar, s.r.o., advokátní kancelář  
Na Příkopě 19  
117 19 Prague 1  
Czech Republic

Telephone (420) 221 622 111  
Facsimile (420) 221 622 199  
Ref.: 209920

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

*Addleshaw Goddard LLP*

DATE 15.06.2022  
ADDLESHAW GODDARD LLP

EXECUTION VERSION

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**THIS AGREEMENT ON A PLEDGE OF OWNERSHIP INTEREST IN A LIMITED LIABILITY COMPANY (the "Agreement") is made on 21 January 2022 BETWEEN:**

- (1) Kajima Properties (Europe) Limited**, a company incorporated and existing under the laws of The United Kingdom of Great Britain and Northern Ireland, with its registered office at 10 St Giles Square, London WC2H 8AP, The United Kingdom of Great Britain and Northern Ireland, registration No. 03162829, as pledgor (the "**Pledgor**");
- (2) Česká spořitelna, a.s.**, a bank having its registered office at Olbrachtova 1929/62, 140 00 Prague 4, the Czech Republic, identification number 452 44 782, entered in the Commercial Register maintained by the Municipal Court in Prague, file number B 1171, as pledgee (the "**Pledgee**"); and
- (3) Industrial Center CR 4 s.r.o.**, a company having its registered office at V celnici 1034/6, Nové Město, 110 00 Prague 1, the Czech Republic, identification number 063 28 202, entered in the Commercial Register maintained by the Municipal Court in Prague, file number C 280336, as company (the "**Company**").

**WHEREAS:**

- (A)** The Pledgee and the Company have entered into the Facility Agreement.
- (B)** One of the terms under the Facility Agreement is the obligation of the Pledgor to secure the debt to the Pledgee arising from the Existing Finance Documents.

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**1 Definitions and Construction**

- 1.1** In this Agreement, unless a contrary indication appears, capitalised terms used in the Facility Agreement have the same meaning and construction and:

"**Appraiser**" means Valuer (as defined in the Facility Agreement).

"**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.

"**Commercial Register**" means the public register defined in Act No. 304/2013 Coll., on the public registers of legal and natural persons, as amended.

"**Direct Sale**" means the manner of enforcement of the Pledge specified in Clause 10.2 (*Direct Sale of the Ownership Interest*).

"**Encumbrance**" means:

- (a)** pledge;
- (b)** future pledge (in Czech: "*budoucí zástavní právo*");
- (c)** security transfer of a right (in Czech: "*zajišťovací převod práva*"); and
- (d)** pre-emptive right (in Czech: "*předkupní právo*").

"**Existing Finance Documents**" means (i) the Facility Agreement and the Hedge Document and (ii) those Finance Documents that were entered into before or on the date of this Agreement.

**"Existing Obligors"** means (i) the Company and (ii) those Obligors that are a party to the Existing Finance Documents as at the date of this Agreement.

**"Facility Agreement"** means the EUR 12,110,000 facility agreement dated 21 January 2022 entered into between the Company as borrower and the Pledgee as arranger, original lender, agent and security agent.

**"Hedge Document"** means Master Agreement for Financial Transactions to be entered into between the Pledgee and the Company and any other document relating to transactions entered into thereunder.

**"Memorandum of Association"** means the Company's memorandum of association (in Czech: "*společenská smlouva*") or its founding deed (in Czech: "*zakladatelská listina*"), as of the date of this Agreement.

**"Ownership Interest"** means the Pledgor's basic ownership interest in the Company corresponding to 50 percent of the Company's registered capital.

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

**"Pledge"** means the pledge right over the Ownership Interest established in favour of the Pledgee in accordance with Clause 2 (*Pledge*).

**"Proceeds"** means any payments by the Company to its members by virtue of their participation in the Company.

**"Prohibition of Dispositions"** means each prohibition and limitation under Clause 4 (*Prohibition of Dispositions*).

**"Secured Debt"** means the monetary debt of the Existing Obligors to the Pledgee that: (i) exists as at the date of this Agreement, (ii) is conditional, or (iii) arises in the future until 30 September 2037, up to the maximum amount of EUR 24,220,000 for the:

- (a) repayment of the principal under the Facility Agreement and appurtenances thereto (in Czech: "*příslušenství*");
- (b) payment of all fees and premiums arising under or in connection with the Existing Finance Documents and appurtenances thereto;
- (c) payment of any contractual penalty arising under or in connection with the Existing Finance Documents and appurtenances thereto;
- (d) payment of damages (including any claims for the recovery of lost profits) arising in connection with the Existing Finance Documents and appurtenances thereto;
- (e) return unjust enrichment in connection with the withdrawal from, invalidity or non-existence (in Czech: "*zánlivost*") of any Existing Finance Document and appurtenances thereto; and
- (f) payment of any other existing, conditional or future debt arising under or in connection with the Existing Finance Documents and appurtenances thereto.

For the avoidance of doubt, the Secured Debt is always debt of the Existing Obligors to the Pledgee, whether the Pledgee is in a position of a creditor on its own behalf or as a joint and several creditor with the other Finance Parties under Clause 30.1 of the Facility Agreement.

- 1.2** The provisions of Clause 1.2 (*Construction*) of the Facility Agreement apply *mutatis mutandis* to provisions of this Agreement.

## **2 Pledge**

- 2.1** The Pledgor pledges the Ownership Interest in favour of the Pledgee and the Pledgee accepts the pledge.
- 2.2** The Pledge secures the due and timely payment of the Secured Debt.
- 2.3** Consent of the general meeting of the Company with the Pledge over the Ownership Interest is attached to this Agreement as Schedule 1 (*Consent of the General Meeting of the Company with the Pledge over the Ownership Interest*).

## **3 Perfection**

- 3.1** The Pledge will be created by its registration in the Commercial Register.
- 3.2** The Pledgor undertakes to ensure that the Company files at the relevant court within 5 Business Days of the date of this Agreement an application for the registration of:
- 3.2.1** the Pledge; and
  - 3.2.2** the Prohibition of Dispositions
- in the Commercial Register. The application will comply with the requirements of Czech law necessary for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register.
- 3.3** The Pledgee undertakes to provide the Pledgor and the Company with any assistance that the Pledgor and the Company may reasonably request and that is necessary for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register.
- 3.4** The Pledgee's right to file an application for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register is not limited by the provisions of this Clause 3 (*Perfection*). In such case the Pledgor and the Company are obliged to provide the Pledgee with any assistance that the Pledgee may reasonably request in connection with the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register.
- 3.5** The Pledgee hereby agrees to be registered in the Commercial Register as pledgee.
- 3.6** The Pledgor or the Company shall promptly inform the Pledgee of the fulfilment of its obligations under this Clause 3 (*Perfection*) by providing the Pledgee with a copy of an application for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register with a seal of the filing stamp of the competent court.
- 3.7** The Pledgor and the Company shall inform the Pledgee within 5 Business Days if any of them becomes aware of any decisions of a court relating to the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register and shall deliver to the Pledgee a copy of such decision.

## 4 Prohibition of Dispositions

4.1 In order to protect the value of the Pledge and the Ownership Interest for the Pledgee, the Pledgor shall not:

- (a) allow the creation or the existence of any Encumbrance over the Ownership Interest other than the Pledge; nor
- (b) alienate the Ownership Interest, which includes the prohibition to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) that would lead to the sale or transfer of the Ownership Interest;

without the prior written consent of the Pledgee, unless otherwise agreed in the Facility Agreement.

4.2 The Pledgor shall not entrust the Ownership Interest to a trustee to set up a trust (in Czech: "svěřenský fond"), nor shall the Pledgor entrust the administration of the Ownership Interest to any third party.

4.3 The Prohibition of Dispositions under Clause 4.1 is created as a right *in rem* and for the time of duration of the Pledge, in any event not longer than until 30 September 2037.

4.4 To the extent that the Prohibition of Dispositions is not registered in the Commercial Register as a right *in rem*, it is created as a relative (*in personam*) right.

## 5 Other Undertakings

5.1 The Pledgor shall, at its own expense, without undue delay do whatever is necessary or whatever the Pledgee may reasonably require to:

- 5.1.1 perfect or protect the Pledge or the priority of the Pledge; or
- 5.1.2 facilitate the realisation of the Pledge or the exercise of any rights vested in the Pledgee.

5.2 The Pledgor is obliged to exercise its rights related to the Ownership Interest with due care and is obliged to do all things which may reasonably be required in order to preserve the value of the Ownership Interest.

5.3 The Pledgor undertakes that it shall not permit or suffer creation of more ownership interests or other kinds of ownership interests in the Company other than the Ownership Interest and 50 percent ownership interest in the Company owned by Panattoni Czech Republic Holding S.à r.l., a company incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, rue de Strasbourg, L-2561, Luxembourg, the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre du Commerce et des Sociétés, Luxembourg*) under number B195437 (the "Other Shareholder").

5.4 The Pledgor undertakes that it shall not amend the Memorandum of Association in a way that would permit the Company to issue share certificates (in Czech: "kmenové listy").

## 6 Information Obligations

- 6.1** The Pledgor and the Company undertake to inform the Pledgee within 10 Business Days if they become aware of any:
- 6.1.1** Encumbrance that has been created over the Ownership Interest, including any Encumbrance arising by operation of law or from a decision of an authority;
  - 6.1.2** claims or rights that could affect the Pledgee's or Pledgor's rights to the Ownership Interest or the Pledge;
  - 6.1.3** circumstances that have resulted or may result in a material decrease in the value of the Ownership Interest;
  - 6.1.4** circumstances that have resulted or may result in circumstances or events specified in Clause 9 (*Changes in the Ownership Interest*);
  - 6.1.5** calling of the general meeting of the Company, decision of the general meeting of the Company (or the sole shareholder of the Company, as the case may be), provided the agenda of such general meeting or such decision is related to (i) a distribution of the Proceeds or (ii) a matter that can have a Material Adverse Effect; and
  - 6.1.6** representation set out in Clause 7 (*Representations and Warranties*) appearing to be or becoming untrue, incomplete or misleading.
- 6.2** The Pledgor and the Company undertake to inform the Pledgee of any amendment to the Memorandum of Association by sending to the Pledgee the full text of the Memorandum of Association with highlighted changes as soon as possible after the amendment has been adopted.

## 7 Representations and Warranties

- 7.1** The Pledgor makes the representations set out in this Clause 7.1 to the Pledgee on the date of this Agreement and warrants to the Pledgee that they are true, complete and not misleading and that it has made all necessary steps to make itself sure of their true, complete and not misleading character:
- 7.1.1** the Pledgor has been validly founded and incorporated and duly exists under the laws of the United Kingdom of Great Britain and Northern Ireland;
  - 7.1.2** the Pledgor has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
  - 7.1.3** the Pledgor has taken all necessary corporate actions to enable the Pledgor to enter into this Agreement and to perform its obligations under this Agreement;
  - 7.1.4** the Pledgor is the exclusive owner of the Ownership Interest and has full power to deal with it as required under this Agreement;
  - 7.1.5** the Pledgor's obligations under this Agreement are valid and enforceable in accordance with their terms;
  - 7.1.6** the Pledgor is not insolvent (in Czech: "v úpadku"), there is no impending insolvency (in Czech: "hrozící úpadek") with regard to the Pledgor, no insolvency proceedings have been initiated against the Pledgor and, to the

best of its knowledge, no insolvency petition has been filed against the Pledgor with an insolvency court (in each case within the meaning of any applicable insolvency legislation);

- 7.1.7 the Pledgor will not become insolvent by the performance of its obligations under this Agreement (within the meaning of any applicable insolvency legislation);
- 7.1.8 the Pledgor has not been nor is about to be (i) wound up, (ii) liquidated or (iii) dissolved;
- 7.1.9 the Pledgor has not agreed to sell or in any other way dispose of the whole or part of the Ownership Interest to any third party unless permitted under the Finance Documents;
- 7.1.10 the Pledgor is acquainted with the content of the Existing Finance Documents to the extent necessary for full consideration of its rights and obligations under this Agreement, including interest rate and default interest rate stipulated in the Facility Agreement and other Existing Finance Documents;
- 7.1.11 there is no action, suit, litigation, arbitration or other proceedings (including enforcement proceedings (in Czech: "výkon rozhodnutí")) in progress, pending or threatened against, or relating to, the Pledgor or the Ownership Interest and to the best knowledge of the Pledgor there are no obligations relating to the Ownership Interest which are due but not paid;
- 7.1.12 to the best knowledge of the Pledgor there is no judgment, decision, injunction, rule or order of any court, government body, commission, self-government body or arbitrator which could have an adverse effect on the Pledgor or the Ownership Interest;
- 7.1.13 to the best knowledge of the Pledgor there are no circumstances that have or could result in partial or complete invalidity or unenforceability of the Pledge, the Prohibition of Dispositions or any other obligation of the Pledgor under this Agreement;
- 7.1.14 the Ownership Interest may be transferred to a party other than the Company's shareholder or pledged in favour of such a party only with the consent of the general meeting of the Company. A copy of the consent of the general meeting of the Company with the creation of the Pledge is attached as Schedule 1 (*Consent of the General Meeting of the Company with the Pledge over the Ownership Interest*) to this Agreement;
- 7.1.15 the Ownership Interest represents a 50 percent share in the registered capital of the Company and in the voting rights of the Company's members and there are no other ownership interests or other kinds of ownership interests in the Company other than the Ownership Interest and a 50 percent share in the Company which is owned by the Other Shareholder;
- 7.1.16 the Ownership Interest is not subject to any Encumbrance, and the Pledge will be created after its registration in the Commercial Register as valid and enforceable first ranking pledge over the Ownership Interest;
- 7.1.17 the Ownership Interest is not a part of a pledged enterprise;

- 7.1.18 the contribution corresponding to the Ownership Interest and all contributions to capital funds of the Company relating to the Ownership Interest have been fully paid up;
- 7.1.19 the Memorandum of Association attached as Schedule 2 (*Memorandum of Association*), is a complete and up-to-date wording of the Memorandum of Association as of the date of this Agreement;
- 7.1.20 "the centre of main interests" (as this term is used in Article 3(1) of Regulation 2015/848 of the European Parliament and of the Council on insolvency proceedings (the "**Regulation**")) of the Pledgor is situated in the United Kingdom of Great Britain and Northern Ireland;
- 7.1.21 the Pledgor has no "establishment" (as this term is used in Article 2(10) of the Regulation) in any other jurisdiction than the United Kingdom of Great Britain and Northern Ireland;
- 7.1.22 the choice of Czech law as the law governing this Agreement and any judgment acquired in the Czech Republic in connection with this Agreement, will be recognised and enforced in the country under whose law the Pledgor has been incorporated;
- 7.1.23 save for the proceedings stated in Clause 3 (*Perfection*), there are no proceedings pending which relate to the entry, change or deregistration of any facts relating to the Company which are registered in the Commercial Register; and
- 7.1.24 the Company has been validly founded and incorporated and duly exists under the laws of the Czech Republic.

## **7.2 Company's Representations and Warranties**

The Company makes the representations set out in this Clause 7.2 to the Pledgee on the date of this Agreement and warrants to the Pledgee that they are true, complete and not misleading and that it has made all necessary steps to make itself sure of their true, complete and not misleading character:

- 7.2.1 the Company has granted the Pledgor all necessary approvals and consents to enter into this Agreement and perform its obligations hereunder, and all such approvals and consents are in full force and effect;
- 7.2.2 the facts registered in the Commercial Register in relation to the Company mentioned in the extract from the Commercial Register attached as Schedule 3 (*Extract from the Commercial Register*) to this Agreement are true and complete and no changes (whether effective or not) have occurred between the date of the extract and the date of this Agreement in relation to the facts that are or should be stated in the extract;
- 7.2.3 the general meeting of the Company, or the sole shareholder of the Company exercising the powers of the general meeting of the Company, has not decided on the increase or reduction of the registered capital or on the transformation of the Company;
- 7.2.4 the Ownership Interest may be transferred to a party other than the Company's shareholder or pledged in favour of such a party only with the

consent of the general meeting of the Company. A copy of the consent of the general meeting of the Company with the creation of the Pledge is attached as Schedule 1 (*Consent of the General Meeting of the Company with the Pledge of the Ownership Interest*) to this Agreement;

- 7.2.5 the Company has not issued share certificates;
  - 7.2.6 the Memorandum of Association does not contain any provision which could adversely affect or restrict the enforcement of the Pledge under this Agreement, in particular it does not restrict the transfer of the Ownership Interest in connection with the enforcement of the Pledge under this Agreement by granting pre-emption rights to the other members of the Company;
  - 7.2.7 the contribution corresponding to the Ownership Interest and all contributions to capital funds of the Company relating to the Ownership Interest have been fully paid up;
  - 7.2.8 the Company has not been nor is about to be (i) wound up, (ii) liquidated or (iii) dissolved;
  - 7.2.9 there is no action, suit, litigation, arbitration or proceedings (including enforcement proceedings (in Czech: "výkon rozhodnutí")) in progress, pending or threatened against, or relating to, the Company or the Ownership Interest and to the best knowledge of the Company there are no obligations relating to the Ownership Interest which are due but not paid; and
  - 7.2.10 to the best knowledge of the Company there is no judgment, decision, injunction, rule or order of any court, government body, commission, self-government body or arbitrator which could have an adverse effect on the Company or the Ownership Interest.
- 7.3 The representations made by (i) the Pledgor in Clause 7.1 above and (ii) the Company in Clause 7.2 above are part of the Repeating Representations and will always be repeated by the Pledgor and the Company at the same times as the Repeating Representations under the Facility Agreement.

## 8 Exercise of Rights

- 8.1 The Pledgor may exercise its voting rights in respect of the Ownership Interest only in a manner which does not adversely affect the value of the Ownership Interest and the validity or enforceability of the Pledge.
- 8.2 Unless otherwise agreed in the Facility Agreement, the Pledgor may not, without the prior written consent of the Pledgee (which is not to be unreasonably withheld), decide or vote in favour of:
  - 8.2.1 a change in the amount of the registered capital of the Company;
  - 8.2.2 any merger, demerger or other transformation or winding-up of the Company;
  - 8.2.3 any limitations on the transferability of the Ownership Interest;
  - 8.2.4 any amendment to the Memorandum of Association that would permit issuing (i) more ownership interests or (ii) other kinds of ownership interests other than



the Ownership Interest and 50 percent share in the Company which is owned by the Other Shareholder, or (iii) share certificates;

8.2.5 any other material change in, or amendment to, the Memorandum of Association that could affect Pledgee's rights under the Finance Documents; or

8.2.6 any distribution of Proceeds, including advance payments on the Proceeds.

8.3 If an Event of Default which is continuing has occurred, the Pledgor is obliged to perform its shareholder's rights in the Company related to the Ownership Interest according to the Pledgee's instructions.

8.4 Before the occurrence of an Event of Default which is continuing, the Pledgor is entitled to receive and retain the Proceeds in accordance with the Finance Documents, and the Company will pay the Proceeds to the Pledgor.

8.5 If an Event of Default which is continuing has occurred and the Pledgee has given a notice to this effect to the Company, the Pledgee is entitled to receive and retain the Proceeds.

8.6 If the Company receives a notice referred to in Clause 8.5 above, it undertakes to direct all Proceeds to the bank account specified by the Pledgee.

## 9 Changes in the Ownership Interest

9.1 The Pledge is not affected by any changes in the amount of the Ownership Interest or registered capital of the Company, including any changes arising from an additional contribution to the Company's registered capital by the Pledgor.

9.2 In the event of division of the Ownership Interest, the Pledge extends to any ownership interest created by such division of the Ownership Interest. The Pledge remains unaffected by a transfer of the Ownership Interest.

9.3 In the event of a transformation of the Company, the ownership interest or shares exchanged for the Ownership Interest will become the subject of the Pledge, and they will be regarded as the Ownership Interest for the purposes of this Agreement.

9.4 If any circumstance or event described in Clauses 9.1 to 9.3 above occurs, the Company and the Pledgor shall (i) execute any document or enter into any agreement and (ii) ensure that the acquirer of the Ownership Interest, or any part thereof, executes all such documents or enters into any agreement which the Pledgee may reasonably require in order to protect the Pledge or the amendment of this Agreement, all within 10 Business Days of the Pledgee's request.

## 10 Enforcement of the Pledge

### 10.1 General Provisions

10.1.1 If an Event of Default which is continuing has occurred and if any of the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Pledgee is entitled to enforce the Pledge in any manner permitted by law or stated in this Clause 10 (*Enforcement of the Pledge*) below.

- 10.1.2 The Pledgee is obliged to notify the Pledgor and all other shareholders in writing of the commencement of enforcement of the Pledge in line with Section 1362 of the Civil Code.
- 10.1.3 The Pledgee shall submit an application for registration of the commencement of enforcement in the Commercial Register.
- 10.1.4 The Pledgee is entitled to realise the Pledge no sooner than 30 days after the commencement of enforcement has been registered in the Commercial Register or after the Pledgee has notified the Pledgor of the commencement of enforcement of the Pledge, whichever event occurs later.
- 10.1.5 If the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Pledgee may, without prejudice to its rights under Clause 10.1 (*General Provisions*), do any of the following actions, and the Pledgor expressly consents to and authorises the Pledgee to take any of the following actions:
  - (i) the Pledgee may, either on its own behalf or on behalf of the Pledgor, take all steps necessary to ensure that the price of the Ownership Interest does not fall and that the enforcement of the Pledge is in no way endangered; and
  - (ii) the Pledgee may, in its sole discretion, instruct the Appraiser to carry out the valuation of the Ownership Interest at the expense of the Pledgor.
- 10.1.6 Following the complete satisfaction of the Secured Debt, the Pledgee shall, within 20 Business Days, pay to the Pledgor any surplus funds from the sale of the Ownership Interest exceeding the amount of the Secured Debt.
- 10.1.7 The Pledgee shall promptly report in writing to the Pledgor details of the sale of the Ownership Interest and of costs related to the sale (and of other costs for which the Pledgee is entitled to be reimbursed), of the proceeds of the sale and how such proceeds are used.
- 10.1.8 In the event that the Pledgee deems it appropriate, the Pledgee is entitled to disclose information relating to the Pledgor or any other person and this Agreement to any present or proposed direct or indirect successors, to persons interested in acquisition of the Ownership Interest under Clause 10.2 (*Direct Sale of the Ownership Interest*) or to any other person to whom such information must be disclosed under relevant legislation.
- 10.1.9 Without prejudice to other provisions of this Agreement, after an unsuccessful attempt to sell the Ownership Interest, the Pledgee may require the Pledgor to transfer the Ownership Interest to the Pledgee in order to pay the Secured Debt within one month of such unsuccessful attempt to sell the Ownership Interest.

## 10.2 Direct Sale of the Ownership Interest

- 10.2.1 Without prejudice to Clause 10.1 (*General Provisions*) above, the Pledgor and the Pledgee have agreed on the following manner of enforcement of the Pledge – a Direct Sale of the Ownership Interest.

**10.2.2** A Direct Sale is subject to the following rules, the fulfilment of which by the Pledgee will be considered by the Parties as fulfilment of the conditions stated in Section 1365 of the Civil Code:

- (i) the Pledgee is obliged to notify the Pledgor and all other members of the Company in writing of its intention to perform the Direct Sale. This notification will include information about the planned process of the Direct Sale, including the manner of its publication and possible use of services of third parties;
- (ii) the Pledgee is obliged to advertise an offer for the Direct Sale in an appropriate manner; however, the offer must be published in at least one paid advertisement in a reputable Czech daily or weekly newspaper;
- (iii) for the purpose of the Direct Sale, the value of the Ownership Interest must be set by the expert's report produced by the Appraiser (the "Expert's Report"), which will be executed at the Pledgor's expense;
- (iv) the Pledgor agrees that upon request of the Pledgee, it shall without undue delay provide the Pledgee with all documents and information relating to the Ownership Interest which the Pledgee may reasonably request in order to provide such documents to a third party which is interested in the Ownership Interest so that the offer price is maximised. Nevertheless, if the Pledgor fails to provide the relevant documents and information within a reasonable period of time (the relevance of the provided documents and information and timelines of its provision to be determined upon the sole discretion of the Pledgee), the Pledgee is entitled to perform the Direct Sale exclusively on the basis of the documents and information that are available at that moment;
- (v) third parties interested in the Ownership Interest will have at least 30 days from the date of publication of the offer in the form of paid advertisement to submit binding offers related to the Ownership Interest;
- (vi) the Pledgor and the Pledgee have agreed that the Pledgee shall not sell the Ownership Interest for a purchase price lower than 80% of the value of the Ownership Interest stated in the Expert's Report. If the Pledgee fails to sell the Ownership Interest for at least the price determined under the previous sentence, it is entitled to repeat the procedure under this Clause and, in the second round, to sell the Ownership Interest for a price that is at least 60% of the value of the Ownership Interest stated in the Expert's Report. If the sale is not made even for such price, the Pledgee is entitled to repeat the procedure under this Clause and to sell the Ownership Interest for a purchase price which it considers to be appropriate *inter alia* with regard to evaluation the offers of the first and second round, until the successful sale of the Ownership Interest;

- (vii) the Pledgee is entitled to sell the Ownership Interest without any warranties and declarations regarding the Ownership Interest, so that the purchasers of the Ownership Interest will have minimum claims against the Pledgee in relation to the Direct Sale;
  - (viii) the Pledgee may refuse any offers which could expose the Pledgee to credit risk, risk threatening the perfection of a transaction or legal, tax, business or other risks. In particular, but not exclusively, the Pledgee is entitled to set the terms of the Direct Sale to be advantageous for, and is entitled to favour (in the scope of reasonable business consideration):
    - (a) offers containing immediate payment against subsequent payments;
    - (b) offers structured to minimise the tax burden of the Pledgee against offers exposing the Pledgee to tax costs or the risk of such costs; and
    - (c) unconditional offers against offers which are subject to legal, administrative, business or other conditions;
  - (ix) the Pledgee is obliged to hand over the offer evaluation report to the Pledgor; and
  - (x) under the above conditions, the Pledgee is entitled to conclude a contract for the sale and purchase of the Ownership Interest with the interested party who submits the best offer (according to reasonable consideration of the Pledgee acting with professional care).
- 10.2.3 Without prejudice to any provision of Clause 10.2.2 above, the Pledgee is entitled to reject all offers by the interested parties if the Pledgee is acting with due care and in the Pledgee's and the Pledgor's best interests.

## 11 Duration of the Pledge

- 11.1 The Pledge and the Prohibition of Dispositions will exist until the Secured Debt has been satisfied in full in accordance with the Finance Documents and no Commitments of the Lenders remain outstanding under the Facility Agreement.
- 11.2 If the Pledge is terminated by the due and timely payment of the Secured Debt, the Pledgee undertakes to issue a written confirmation of the termination of the Pledge within 15 Business Days of receiving a written request from the Pledgor.
- 11.3 If the Pledgor intends to terminate the Pledge by the payment of cash equivalent to the value of the Ownership Interest (the "Amount") to the Pledgee, it is obliged to:
- 11.3.1 notify the Pledgee in writing at least 15 Business Days prior to the payment of the Amount; and
  - 11.3.2 pay the Amount to the bank account specified by the Pledgee in writing.
- 11.4 The Amount for the purposes of Clause 11.3 above is to be set as an arithmetic average of two values of the Ownership Interest determined by experts appointed by the Pledgee at the Pledgor's expense.

**11.5** The Pledgee shall hold the Amount as surety (in Czech: "*jistota*") as defined under Sections 2012-2017 of the Civil Code until both:

**11.5.1** the Secured Debt has been satisfied in full in accordance with the Finance Documents and no Commitments of the Lenders remain outstanding under the Facility Agreement; and

**11.5.2** 15 Business Days have passed since the delivery of the Pledgor's written request to the Pledgee to return the Amount (the "**Surety Repayment Date**").

**11.6** The Pledgee is entitled to retain any interest that accrues on the Amount until the Surety Repayment Date and is not obliged to pay any interest to the Pledgor.

## **12 Communication**

The provisions of Clause 34 (*Notices*) of the Facility Agreement apply *mutatis mutandis* to all communications of the Parties under this Agreement.

The Pledgor's address for any communications under this Agreement is:

**Kajima Properties (Europe) Limited**

Address: 10 St Giles Square, London WC2H 8AP, United Kingdom of Great Britain and Northern Ireland

Attention: John Harcourt

E-mail: John.Harcourt@kajima.co.uk

## **13 Assignment**

**13.1** If the Pledgee as a Security Agent under the Facility Agreement assigns and/or transfers its rights and obligations (or a part thereof) under the Facility Agreement to any other Security Agent, even as a result of assignment of a contract within the meaning of Sections 1895-1900 of the Civil Code, the Pledge and all other Pledgee's rights (or the relevant part thereof) under this Agreement will be transferred to that Security Agent.

**13.2** The Pledgor and the Company consent to any assignment by the Pledgee referred to in Clause 13.1 above, including the assignment of this Agreement by the Pledgee within the meaning of Sections 1895-1900 of the Civil Code and undertake if requested by the Pledgee or Security Agent, to which the rights or obligations have been assigned, to confirm their consent to the assignment and/or transfer in writing.

**13.3** The rights and obligations of the Pledgor may not be assigned or otherwise transferred, not even as a result of assignment of a contract (within the meaning of Sections 1895-1900 of the Civil Code).

**13.4** In the event the Pledgee assigns the Agreement, the assignment is effective for the Pledgor as of the moment of notification of the assignment of the Agreement by the Pledgee or as of the moment the assignee gives evidence of the assignment to the Pledgor.

**13.5** The Pledgee is liberated from its obligations against the Pledgor to the extent of the assignment as of the moment of the assignment.

- 13.6** The Parties exclude the application of Section 1899 of the Civil Code and stipulate that the assigned party shall not prevent the consequences mentioned in Clause 13.5 above by announcing to the assignor that it refuses the liberation of the assignor.

## **14 Language**

- 14.1** This Agreement has been executed in four originals in Czech and one original in English.
- 14.2** In the event of any discrepancies between the Czech and English versions of the Agreement, the Czech version prevails.

## **15 Governing law and Jurisdiction**

- 15.1** This Agreement and all non-contractual obligations arising out of or in connection with this Agreement are governed by Czech law.
- 15.2** The courts of the Czech Republic have jurisdiction to settle any disputes between the Parties arising out of or in connection with this Agreement (including disputes relating to non-contractual obligations arising out of or in connection with this Agreement and disputes regarding the existence, validity or termination of this Agreement).

## **16 Final Provisions**

- 16.1** This Agreement comes into effect on the date of its execution by the last Party.
- 16.2** This Agreement may be amended only in writing. Amendments made via e-mail or other means of electronic communication are not deemed as made in writing.
- 16.3** The Pledgee may contest the invalidity of this Agreement and/or of its amendment due to its lack of a legal form at any time, even if the Agreement has already started to be performed.
- 16.4** All rights of the Pledgee arising out of this Agreement or breach of this Agreement lapse within ten years from the date on which the right could have been exercised for the first time.
- 16.5** The Parties exclude any deduction of rights and obligations which are outside the scope of the express provisions of the Finance Documents and which may be deduced from any current or future business practices maintained among the Parties, maintained in general and business practices maintained in the industry relating to the subject of the performance under this Agreement, unless they are expressly agreed upon in this Agreement. In addition to the aforesaid, the Parties confirm that they are not aware of any established practice or business customs between them.
- 16.6** This Agreement contains all provisions concerning the subject of this Agreement and provisions concerning all aspects that the Parties should have agreed upon and wanted to agree upon in this Agreement, and the Parties reached an agreement on all conditions, the fulfilment of which they deem to be important for the binding effect of this Agreement. No action of either Party made during the negotiations of this Agreement, nor any action made after the conclusion of this Agreement, will be interpreted in contrary to the express provisions of this Agreement nor will such action create any obligations of any Party.

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- 16.7** This Agreement and the Existing Finance Documents are not mutually dependent agreements within the meaning of Section 1727 of the Civil Code.
- 16.8** The Parties have communicated to each other all actual and legal factors which they knew or should have known about at the date of this Agreement, and which are relevant to the conclusion of this Agreement.
- 16.9** A response of a Party to this Agreement, within the meaning of Section 1740(3) of the Civil Code, with an addition or deviation will not be considered as an acceptance of the offer to enter into this Agreement, even if such response does not substantially alter the terms of the offer.
- 16.10** The Parties assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code, in particular the risk of a change in interest rates, exchange rates or a change in the level of inflation and/or deflation.
- 16.11** For the avoidance of doubt, the Parties confirm that they are entrepreneurs, they conclude this Agreement during the course of their business, and therefore Section 1793 (*laesio enormis*) and Section 1796 (*usury*) of the Civil Code do not apply to this Agreement.
- 16.12** Should any of the provisions of this Agreement be putative (non-existent; in Czech: "zdánlivý"), the effect of this defect on other provisions of this Agreement will be determined in accordance with Section 576 of the Civil Code.
- 16.13** The Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 557 (*contra proferentem*), Sections 1799 and 1800 (*clauses in adhesion contracts*), and Section 1805(2) (*prohibition of ultra duplum*).
- 16.14** The Parties hereby explicitly confirm that the fundamental conditions of this Agreement are a result of the negotiations of the Parties and that each Party had the possibility to influence the content of the fundamental conditions of this Agreement.
- 16.15** If any severable provision of this Agreement is or becomes invalid or unenforceable, then such provision will not invalidate any of the remaining provisions of this Agreement. In this case, the Pledgor agrees, within twenty (20) Business Days of the Pledgee's request, to enter into an amendment to this Agreement to replace the invalid or unenforceable provision with a valid and enforceable provision of similar economic effect, taking into account the Pledgee's reasonable requirements. The Pledgor further agrees to take any other actions and to enter into any other arrangement with the Pledgee (in a form and content acceptable for the Pledgee) which the Pledgee may reasonably require.
- 16.16** This Agreement is a Finance Document.

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**Schedule 1**  
**Consent of the General Meeting of the Company with the Pledge over the**  
**Ownership Interest**



## ZÁPIS Z JEDNÁNÍ VALNÉ HROMADY

## MINUTES FROM THE GENERAL MEETING OF

**Industrial Center CR 4 s.r.o.**, společnosti založené a existující podle práva České republiky, se sídlem V celnici 1034/6, Nové Město, 110 00 Praha 1, identifikační číslo: 063 28 202, zapsané v obchodním rejstříku vedeném Městským soudem v Praze pod spisovou značkou C 280336

**Industrial Center CR 4 s.r.o.**, a company incorporated and existing under the laws of the Czech Republic, with its registered office at V celnici 1034/6, Nové Město, Prague 1, Postal Code: 110 00, identification No. 063 28 202, registered with the Commercial Register maintained by the Municipal court in Prague under File No. C 280336

(„Společnost“)

(the “Company”)

konané dne 20. ledna 2022 od 14:00 hod. na adrese V celnici 1034/6, Nové Město, 110 00 Praha 1, Česká republika.

held on 20 January 2022, at 2:00 p.m. at V celnici 1034/6, Nové Město, Prague 1, Postal Code: 110 00, Czech Republic.

(„Valná hromada“)

(the “General Meeting”)

**Ondřej Špalek**, datum narození [REDACTED], bytem [REDACTED] Praha 6, Česká republika, číslo občanského průkazu: [REDACTED], jako osoba, která svolala Valnou hromadu („Svolavatel“), zahájil valnou hromadu ve výše uvedeném datu a čase.

**Ondřej Špalek**, date of birth [REDACTED], residing at [REDACTED] Praha 6, the Czech Republic, national identification card number: [REDACTED] as the person who convened the General Meeting (the “Convener”), opened the General Meeting on abovementioned date and time.

Svolavatel přivítal účastníky Valné hromady a konstatoval, že Valné hromady se účastní společníci Společnosti, kteří jsou uvedeni v listině přítomných, která tvoří Přílohu č. 1 tohoto zápisu.

The Convener welcomed the present participants of the General Meeting and noted that the shareholders of the Company, which are also registered in the list of the attendees, attached as Annex No. 1 hereto, were present at the General Meeting.

Svolavatel konstatoval, že všichni společníci mohou vykonávat hlasovací právo a disponují společně 100 % hlasy.

The Convener stated that all shareholders are entitled to exercise the voting rights and together hold 100 % of the votes.

Následně Svolavatel prohlásil, že se všichni společníci v souladu s ustanovením § 184 odst. 3 zákona č. 90/2012 Sb., o obchodních společnostech a družstvech ve znění pozdějších předpisů („Zákon o obchodních korporacích“), ústním prohlášením vzdali práva na včasné a řádné svolání Valné hromady Společnosti.

Subsequently, the Convener declared that all shareholders in compliance with the provisions of Section 184 (3) of the Act No. 90/2012 Coll., on commercial companies and cooperatives as amended (the “Business Corporations Act”), waived by oral declaration their right of timely and due convening of the General Meeting.

Svolavatel konstatoval, že Valná hromada je podle platné společenské smlouvy Společnosti

The Convener stated that the General Meeting constituted a quorum in compliance with the

a příslušných ustanovení Zákona o obchodních korporacích usnášeníschopná.

Company's valid Memorandum of Association and the relevant provisions of the Business Corporations Act.

Svolavatel přečetl pořad jednání valné hromady:

The Convener read out the agenda of the General Meeting:

1) Zahájení, volba orgánů valné hromady;

1) Opening, election of the General Meeting's bodies;

2) Rozhodnutí o schválení podmínek, uzavření a plnění finančních dokumentů;

2) Resolution on the approval of the terms, the execution and the performance of the finance documents;

3) Závěr.

3) Conclusion.

## I.

## I.

Svolavatel přistoupil k prvnímu bodu pořadu jednání valné hromady — Zahájení, volba orgánů valné hromady.

The Convener proceeded to the first item on the agenda of the General Meeting — Opening, election of the General Meeting's bodies.

Svolavatel navrhl následující složení orgánů valné hromady:

The Convener proposed the following composition of the General Meeting:

Předseda: Ondřej Špalek, datum narození [REDACTED] 1976, bytem [REDACTED] 160 00 Praha 6, Česká republika, číslo občanského průkazu: [REDACTED]

Chairman: Ondřej Špalek, date of birth [REDACTED] 1976, residing at [REDACTED] 00 Praha 6, the Czech Republic, national identification card number: [REDACTED]

Zapisovatel: Pavel Sovička, datum narození [REDACTED] 1978, bytem [REDACTED] Vinohrady, 120 00 Praha 2, Česká republika, číslo občanského průkazu: [REDACTED]

Minutes-taker: Pavel Sovička, date of birth [REDACTED] 1978, residing at [REDACTED] Vinohrady, 120 00 Praha 2, the Czech Republic, national identification card number: [REDACTED]

Sčítání hlasů provádí předseda valné hromady.

The chairman of the General Meeting shall count the votes.

Všichni přítomní společníci Společnosti konstatovali, že nemají v souvislosti s tímto bodem pořadu jednání žádné otázky, námítky či protinávrhy.

All the present shareholders of the Company stated that they had no questions, objections or counteroffers in relation to this item of the agenda.

Svolavatel konstatoval, že při hlasování o tomto návrhu byli na Valné hromadě přítomni společníci, kteří disponují společně 100 % hlasy.

The Convener stated that during the voting on this proposal the shareholders who together hold 100 % of the votes were present at the General Meeting.

O tomto návrhu bylo hlasováno s následujícím výsledkem:

Pro: 100 % hlasů

Proti: 0 % hlasů

Zdrželo se: 0 % hlasů

Svolavatel uvedl, že valná hromada zvolila 100 % hlasy své orgány v navrhovaném složení.

Proti přijatému usnesení nebyl podán žádný protest.

Poté se zvolení členové orgánů Valné hromady ujali svých funkcí.

This proposal, was voted on with the following results:

For: 100 % of the votes

Against: 0 % of the votes

Abstained: 0 % of the votes

The Convener stated that the General Meeting elected by 100 % of the votes its bodies as proposed.

No protests to the adopted resolution were submitted.

Subsequently the elected members of the bodies of the General Meeting assumed their positions.

## II.

Předseda přistoupil k druhému bodu pořadu jednání valné hromady — Rozhodnutí o schválení podmínek, uzavření a plnění finančních dokumentů.

Předseda předložil Valné hromadě následující dokumenty:

a) smlouva o úvěru, která má být uzavřena mezi Společností jako dlužníkem a Česká spořitelna, a.s., společností založenou a existující dle práva České republiky, se sídlem Olbrachtova 1929/62, 140 00 Praha 4, identifikační číslo: 452 44 782, zapsanou v obchodním rejstříku vedeném Městským soudem v Praze, pod spisovou značkou B 1171 („Věřitel“) jako aranžérem, původním věřitelem, agentem a agentem pro zajištění do výše 12.110.000 EUR („Úvěrová smlouva“);

b) smlouva o zřízení zástavního práva k nemovitým věcem, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;

## II.

The Chairman proceeded to the second item on the agenda of the General Meeting — Resolution on the approval of the terms, the execution and the performance of the finance documents.

The Chairman presented to the General Meeting the following documents:

a) a facility agreement, to be entered into by the Company as borrower and Česká spořitelna, a.s., a company incorporated and existing under the laws of the Czech Republic, with its registered office at Olbrachtova 1929/62, 140 00 Prague 4, identification No. 452 44 782, registered with the Commercial Register maintained by the Municipal court in Prague under File No. B 1171 (the “Lender”) as arranger, original lender, agent and security agent up to the amount of EUR 12,110,000 (the “Facility Agreement”);

b) a mortgage agreement, to be entered into by the Company as mortgagor and the Lender as mortgagee to secure the debts of the Company under and in connection with the Facility Agreement;

- c) smlouva o zřízení zástavního práva k podílu ve Společnosti, která má být uzavřena mezi Společností jako společností, Panattoni Czech Republic Holding S.à r.l., společností založenou a existující dle práva Lucemburského velkovévodství, se sídlem 5 rue de Strasbourg, L – 2561 Lucemburk, , Lucemburské velkovévodství, registrační číslo: B195437 („Panattoni Czech Republic Holding“) jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;
- d) smlouva o zřízení zástavního práva k podílu ve Společnosti, která má být uzavřena mezi Společností jako společností, Kajima Properties (Europe) Limited, společností založenou a existující dle práva Spojeného království Velké Británie a Severního Irsku, se sídlem 10 St Giles Square, Londýn WC2H 8AP, Spojené království Velké Británie a Severního Irsku, registrační číslo: 03162829 („Kajima Properties“) jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;
- e) smlouva o zřízení zástavního práva k pohledávkám z nájemních dokumentů, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;
- f) smlouva o zřízení zástavního práva k pohledávkám ze smluv o vedení bankovních účtů, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;
- g) smlouva o zřízení zástavního práva k pohledávkám z pojistných smluv, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní;
- c) an agreement on pledge over the ownership interest of the Company, to be entered into by the Company as company, Panattoni Czech Republic Holding S.à r.l., a company incorporated and existing under the laws of The Grand Duchy of Luxembourg, with its registered office at 5 rue de Strasbourg, L – 2561 Luxembourg, The Grand Duchy of Luxembourg, registration No. B195437 (the “Panattoni Czech Republic Holding“) as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- d) an agreement on pledge over the ownership interest of the Company, to be entered into by the Company as company, Kajima Properties (Europe) Limited, a company incorporated and existing under the laws of The United Kingdom of Great Britain and Northern Ireland, with its registered office at 10 St Giles Square, London WC2H 8AP, The United Kingdom of Great Britain and Northern Ireland, registration No. 03162829 (the “Kajima Properties“) as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- e) an agreement on pledge over receivables under lease documents, to be entered into by the Company as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- f) an agreement on pledge over receivables under bank account agreements, to be entered into by the Company as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- g) an agreement on pledge over the receivables under insurance policies, to be entered into by the Company as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;

- h) smlouva o zřízení zástavního práva k pohledávkám ze smlouvy o výstavbě, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní; h) an agreement on pledge over the receivables under construction agreement, to be entered into by the Company as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- i) smlouva o zřízení zástavního práva k pohledávkám z hedgingových smluv, která má být uzavřena mezi Společností jako zástavcem a Věřitelem jako zástavním věřitelem k zajištění dluhů Společnosti z Úvěrové smlouvy a v souvislosti s ní; i) an agreement on pledge over the receivables under hedge agreements to be entered into by the Company as pledgor and the Lender as pledgee to secure the debts of the Company under and in connection with the Facility Agreement;
- j) notářský zápis se svolením k vykonatelnosti, který má být sepsán mezi Společností jako osobou povinnou a Věřitelem jako osobou oprávněnou; j) a notarial deed on direct enforceability, to be drawn up between the Company as obligor and the Lender as obligee;
- k) dohoda o úhradě vícenákladů, která má být uzavřena mezi Společností jako dlužníkem, Panattoni Czech Republic Development s.r.o., se sídlem V celnici 1034/6, Nové Město, 110 00 Praha 1, identifikační číslo: 281 90 882, zapsané v obchodním rejstříku vedeném Městským soudem v Praze pod spisovou značkou C 131735 jako sponzorem a Věřitelem jako agentem pro zajištění; k) an cost overrun guarantee agreement, to be entered into by the Company as borrower, Panattoni Czech Republic Development s.r.o., with its registered office at V celnici 1034/6, Nové Město, 110 00 Prague 1, identification No. 281 90 882, registered with the Commercial Register maintained by the Municipal court in Prague under File No. C 131735 as sponsor and the Lender as security agent;
- l) dohoda o podřízenosti, která má být uzavřena mezi Panattoni Czech Republic Holding jako podřízeným věřitelem, Společností jako dlužníkem a Věřitelem jako nadřízeným věřitelem; l) a subordination agreement, to be entered into by the Panattoni Czech Republic Holding as subordinated lender, the Company as borrower and the Lender as senior lender;
- m) dohoda o podřízenosti, která má být uzavřena mezi Kajima Properties jako podřízeným věřitelem, Společností jako dlužníkem a Věřitelem jako nadřízeným věřitelem; m) a subordination agreement, to be entered into by the Kajima Properties as subordinated lender, the Company as borrower and the Lender as senior lender;
- n) veškeré další Finanční dokumenty (jak jsou definovány v Úvěrové smlouvě) včetně jakýchkoli hedgingových dokumentů; n) all other Finance Documents (as defined in the Facility Agreement) including any hedge documents;
- o) veškeré další dokumenty dle Úvěrové smlouvy, jichž má být Společnost smluvní stranou; a o) all other documents pursuant to the Facility Agreement to which the Company shall be a party; and

p) jakékoli dodatky k výše uvedeným dokumentům

p) any other amendments to abovementioned documents

(„Transakční dokumenty“)

(the “Transaction Documents”)

Po diskuzi ohledně výše uvedeného všichni přítomní společníci prohlásili, že:

After discussion regarding the above all the shareholders present declared that they:

a) se řádně seznámili s výše uvedenými Transakčními dokumenty, jejich veškerými podmínkami a nemají k nim žádné otázky nebo připomínky;

a) have duly familiarized themselves with the abovementioned Transaction Documents and have no questions and or objections relating to the above;

b) souhlasí s tím, aby Společnost zřídila v souladu s výše uvedenými Transakčními dokumenty zástavní právo k příslušnému majetku Společnosti; a

b) agree to the Company establishing, in accordance with the abovementioned Transaction Documents, a pledge over the relevant assets of the Company; and

c) nevidí žádnou překážku pro uzavření Transakčních dokumentů a zřízení zástavního práva k příslušnému majetku Společnosti.

c) are not aware of any obstacle to the execution of the Transaction Documents and the creation of a pledge of relevant assets of the Company.

Všichni přítomní společníci prohlásili, že nemají v souvislosti s tímto bodem pořadu jednání žádné otázky, námítky a/nebo výhrady.

All the present shareholders stated they have no questions, objections or counteroffers in relation to this item of the agenda.

Následně Předseda nechal hlasovat o tomto rozhodnutí:

Subsequently, the Chairman put the following resolution to the vote:

„Valná hromada tímto

“The General Meeting hereby

a) schvaluje podmínky Transakčních dokumentů a jimi zamýšlené transakce;

a) approves the terms of, and the transactions contemplated by, the Transaction Documents;

b) schvaluje uzavření, doručení a plnění Transakčních dokumentů, jichž má být Společnost stranou;

b) approves the execution, the delivery and the performance by the Company of the Transaction Documents, to which the Company shall be a party;

c) prohlašuje, že uzavření Transakčních dokumentů a transakce jimi předvídané jsou v zájmu Společnosti;

c) declares that execution of the Transaction Documents, and the transactions contemplated thereby, are in the interest of the Company;

- d) potvrzuje, že nezakázala uzavření a plnění Transakčních dokumentů Společností a že k takovému zákazu nejsou žádné důvody v souladu s § 56 a násl. a/nebo § 76 Zákona o obchodních korporacích;
- e) souhlasí, aby Společnost učinila veškeré kroky a uzavřela veškeré další dokumenty, které by mohly být nezbytné ke zřízení a vzniku zástavního práva a dalších práv na základě příslušných Transakčních dokumentů;
- f) souhlasí se zřízením každého zástavního práva a dalších práv ve prospěch Věřitele jako zástavního věřitele na základě příslušných Transakčních dokumentů;
- g) schvaluje uzavření zástavních smluv zřizujících zástavní právo k 100 % podílu Společnosti a zřízení zástavního práva a dalších práv k 100 % podílu ve prospěch Věřitele na základě příslušných Transakčních dokumentů;
- h) souhlasí, aby Společnost učinila veškeré kroky a uzavřela veškeré další dokumenty, které jsou předpokládány Transakčními dokumenty, nebo v souvislosti s nimi;
- i) potvrzuje, že v souvislosti s uzavřením Transakčních dokumentů a jejich plněním Společností neshledala žádné důvody nebo skutečnosti, které by v souladu s § 54 a násl. ve spojení s § 76 Zákona o obchodních korporacích mohly způsobit střet zájmů (ať již potenciální nebo skutečný);
- j) potvrzuje, že nebyl pozastaven výkon funkce členů orgánů Společnosti a neexistují důvody pro pozastavení výkonu jejich funkce na základě ustanovení § 54 odst. 4, § 56, § 57 ani § 76 Zákona o obchodních korporacích; a
- k) potvrzuje, že byla uvědomena jednatelem Společnosti o potenciálním střetu zájmu a je si tedy vědoma potenciálního střetu zájmu,
- d) confirms that it has not prohibited the execution and performance of the Transaction Documents by the Company and that there are no reasons for such prohibition in accordance with Section 56 *et seq.* and / or Section 76 of the Business Corporations Act;
- e) agrees to the Company taking all steps and concluding any and all other documents necessary to establish and create a pledge and other rights under the relevant Transaction Documents;
- f) agrees to the establishment of any pledge and other rights in favour of the Lender as pledgee pursuant to the relevant Transaction Documents;
- g) approves the conclusion of pledge agreements establishing a pledge over 100 % ownership interest of the Company and the establishment of pledge and other rights over 100 % ownership interest of the Company in favour of the Lender pursuant to the relevant Transaction Documents;
- h) agrees to the Company taking all steps and concluding any and all other documents contemplated by or in connection with the Transaction Documents;
- i) confirms that in connection with the execution of the Transaction Documents and their performance by the Company it has not found any reasons or facts which, in accordance with Section 54 *et seq.* in conjunction with Section 76 of the Business Corporations Act could cause a conflict of interest (potential or real);
- j) confirms that the performance of the duties of the members of the Company's bodies has not been suspended and there are no grounds for suspending the performance of their duties pursuant to Section 54 (4), Section 56, Section 57 or Section 76 of the Business Corporations Act; and
- k) confirms that it has been made aware by executive directors of the Company of the potential conflict of interest and is therefore

vyplývajícího ze skutečnosti, že jednání jednatelů Společnosti může být ovlivněno jednáním ovládající nebo vlivné osoby.

aware of the potential conflict of interest resulting from the fact that the conduct of the executive directors of the Company may be affected by the conduct of a controlling or influential person.

Všichni přítomní společníci Společnosti konstatovali, že nemají v souvislosti s tímto bodem pořadu jednání žádné otázky, námítky či protinávhy.

All the present shareholders of the Company stated that they had no questions, objections or counteroffers in relation to this item of the agenda.

Předseda konstatoval, že při hlasování o tomto návrhu byli na valné hromadě přítomni společníci, kteří disponují společně 100 % hlasy.

The Chairman stated that as at the voting upon this proposal the shareholders who together held 100 % of the votes were present at the General Meeting.

O tomto návrhu bylo hlasováno s následujícím výsledkem:

This proposal, was voted on with the following results:

Pro: 100 % hlasů

For: 100 % of the votes

Proti: 0 % hlasů

Against: 0 % of the votes

Zdrželo se: 0 % hlasů

Abstained: 0 % of the votes

Předseda uvedl, že valná hromada přijala 100 % svých hlasů toto usnesení:

The Chairman stated that the General Meeting accepted with 100 % of its votes the following resolution:

**„Valná hromada tímto**

**“The General Meeting hereby**

**a) schvaluje podmínky Transakčních dokumentů a jimi zamýšlené transakce**

**a) approves the terms of, and the transactions contemplated by, the Transaction Documents**

**b) schvaluje uzavření, doručení a plnění Transakčních dokumentů, jichž má být Společnost stranou;**

**b) approves the execution, the delivery and the performance by the Company of the Transaction Documents, to which the Company shall be a party;**

**c) prohlašuje, že uzavření Transakčních dokumentů a transakce jimi předvídané jsou v zájmu Společnosti;**

**c) confirms that execution of the Transaction Documents, and the transactions contemplated thereby, are in the interest of the Company;**

**d) potvrzuje, že nezakázala uzavření a plnění Transakčních dokumentů Společností a že k takovému zákazu nejsou žádné důvody v souladu s § 56 a násl. a/nebo § 76 Zákona o obchodních korporacích;**

**d) confirms that it has not prohibited the execution and performance of the Transaction Documents by the Company and that there are no reasons for such prohibition in accordance with Section 56**



et seq. and / or Section 76 of the Business Corporations Act;

- e) souhlasí, aby Společnost učinila veškeré kroky a uzavřela veškeré další dokumenty, které by mohly být nezbytné ke zřízení a vzniku zástavního práva a dalších práv na základě příslušných Transakčních dokumentů;
  - f) souhlasí se zřízením každého zástavního práva a dalších práv ve prospěch Věřitele jako zástavního věřitele na základě příslušných Transakčních dokumentů;
  - g) schvaluje uzavření zástavních smluv zřizujících zástavní právo k 100 % podílu Společnosti a zřízení zástavního práva a dalších práv k 100 % podílu ve prospěch Věřitele na základě příslušných Transakčních dokumentů;
  - h) souhlasí, aby Společnost učinila veškeré kroky a uzavřela veškeré další dokumenty, které jsou předpokládány Transakčními dokumenty, nebo v souvislosti s nimi;
  - i) potvrzuje, že v souvislosti s uzavřením Transakčních dokumentů a jejich plněním Společností neshledala žádné důvody nebo skutečnosti, které by v souladu s § 54 a násl. ve spojení s § 76 Zákona o obchodních korporacích mohly způsobit střet zájmů (ať již potenciální nebo skutečný);
  - j) potvrzuje, že nebyl pozastaven výkon funkce členů orgánů Společnosti a neexistují důvody pro pozastavení výkonu jejich funkce na základě ustanovení § 54 odst. 4, § 56, § 57 ani § 76 Zákona o obchodních korporacích; a
  - k) potvrzuje, že byla uvědomena jednatelem Společnosti o potenciálním střetu zájmu a je si tedy vědoma potenciálního střetu zájmu, vyplývajícího ze skutečnosti, že jednání jednatelů Společnosti může být
- e) agrees to the Company taking all steps and concluding any and all other documents necessary to establish and create a pledge and other rights under the relevant Transaction Documents;
  - f) agrees to the establishment of any pledge and other rights in favour of the Lender as pledgee pursuant to the relevant Transaction Documents;
  - g) approves the conclusion of pledge agreements establishing a pledge over 100 % ownership interest of the Company and the establishment of pledge and other rights over 100 % ownership interest of the Company in favour of the Lender pursuant to the relevant Transaction Documents;
  - h) agrees to the Company taking all steps and concluding any and all other documents contemplated by or in connection with the Transaction Documents;
  - i) confirms that in connection with the execution of the Transaction Documents and their performance by the Company it has not found any reasons or facts which, in accordance with Section 54 *et seq.* in conjunction with Section 76 of the Business Corporations Act could cause a conflict of interest (potential or real);
  - j) confirms that the performance of the duties of the members of the Company's bodies has not been suspended and there are no grounds for suspending the performance of their duties pursuant to Section 54 (4), Section 56, Section 57 or Section 76 of the Business Corporations Act; and
  - k) confirms that it has been made aware by executive directors of the Company of the potential conflict of interest and is therefore aware of the potential conflict of interest resulting from the fact that the

ovlivněno jednáním ovládající nebo vlivné osoby.

conduct of the executive directors of the Company may be affected by the conduct of a controlling or influential person.

Proti přijatému usnesení nebyl podán žádný protest.

No protests to the adopted resolution were submitted.

### III.

### III.

Předseda přistoupil k třetímu bodu pořadu jednání Valné hromady – Závěr.

The Chairman proceeded to the third item on the agenda of the General Meeting – Conclusion.

Předseda konstatoval, že byly projednány všechny body navrhovaného pořadu jednání Valné hromady, a tudíž v 14:30 hod jednání Valné hromady ukončil.

The Chairman stated that all items of the proposed agenda of the General Meeting had been discussed and therefore closed the General Meeting at 2:30 p.m.

V / In Praze/ Prague dne / on 20. ledna 2022 / 20 January 2022

  
Funkce / Position: Předseda valné hromady /  
Chairman of the General Meeting

  
Funkce / Position: Zapisovatel / Minutes-taker

**PŘÍLOHA Č. 1**

**ANNEX NO. 1**

**Listina přítomných na jednání valné  
hromady společnosti**

**List of the attendees of the General Meeting of**

**Industrial Center CR 4 s.r.o., společnosti založené a existující podle práva České republiky, se sídlem V celnici 1034/6, Nové Město, 110 00 Praha 1, identifikační číslo: 063 28 202, zapsané v obchodním rejstříku vedeném Městským soudem v Praze pod spisovou značkou C 280336,**

**Industrial Center CR 4 s.r.o., a company incorporated and existing under the laws of the Czech Republic, with its registered office at V celnici 1034/6, Nové Město, Prague 1, Postal Code: 110 00, identification No. 063 28 202, registered with the Commercial Register maintained by the Municipal court in Prague under File No. C 280336,**

**(„Společnost“)**

**(the “Company”)**

**konané dne 20. ledna 2022 od 14:00 hod. na adrese V celnici 1034/6, Nové Město, 110 00 Praha 1, Česká republika.**

**held on 20 January 2022, at 2:00 p.m. at V celnici 1034/6, Nové Město, Prague 1, Postal Code: 110 00, Czech Republic.**

**Přítomni jsou společníci:**

**Present shareholders:**

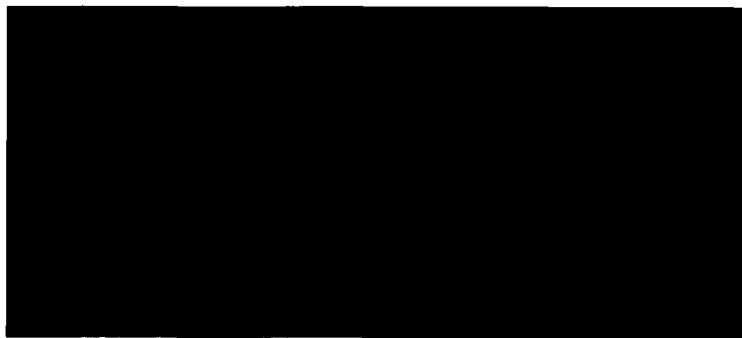
Společník / Shareholder	Sídlo / Registered office / registrační číslo / registration No.	Zastoupený (na základě plné moci) / represented (on the basis of power of attorney)	Počet hlasů / Number of votes	Podpis / Signature
Panattoni Czech Republic Holding S.à r.l.	5 rue de Strasbourg, L - 2561 Lucemburk, Lucemburské velkovévodství / 5 rue de Strasbourg, L - 2561 Luxembourg, The Grand Duchy of Luxembourg registrační číslo / registration No. B195437	Ondřejem Špalkem, datum narození [REDACTED] [REDACTED] 1976, bytem [REDACTED] Praž 6, Česká republika, číslo občanského průkazu: [REDACTED] / Ondřej Špalek, date of birth [REDACTED] 1976, residing at [REDACTED] [REDACTED] 160 00 Praha 6, the Czech Republic, national identification card number: [REDACTED]	60	[REDACTED]
Kajima Properties (Europe) Limited	10 St Giles Square, Londýn WC2H 8AP, Spojené království Velké Británie a Severního Irska / 10 St Giles Square, London WC2H 8AP, United Kingdom of Great Britain and Northern Ireland, registrační číslo / registration No. 03162829	Ondřejem Špalkem, datum narození [REDACTED] [REDACTED] 1976, bytem [REDACTED] Praž 6, Česká republika, číslo občanského průkazu: [REDACTED] / Ondřej Špalek, date of birth [REDACTED] 1976, residing at [REDACTED] [REDACTED] 160 00 Praha 6, the Czech Republic, national identification card number: [REDACTED]	60	[REDACTED]

**Za správnost / Verified by:**

**V / In Praze / Prague dne / on 20. ledna 2022 / 20 January 2022**



**Funkce / Position: Svolavatel / Convener**



**Funkce / Position: Zapisovatel / Minutes-taker**

KINSTELLAR

**Schedule 2**  
**Memorandum of Association**

## **ÚPLNÉ ZNĚNÍ SPOLEČENSKÉ SMLOUVY KE DNI 18. LEDNA 2022**

### **SPOLEČENSKÁ SMLOUVA SPOLEČNOSTI S RUČENÍM OMEZENÝM**

**Industrial Center CR 4 s.r.o.**

**(„Společnost“)**

#### **1. OBCHODNÍ FIRMA A SÍDLO SPOLEČNOSTI**

- 1.1** Obchodní firma Společnosti zní: **Industrial Center CR 4 s.r.o.**
- 1.2** Sídlo Společnosti je v obci: **Praha.**

#### **2. PŘEDMĚT PODNIKÁNÍ A ČINNOSTI SPOLEČNOSTI**

- 2.1** Předmětem podnikání společnosti je výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona.
- 2.2** Předmětem činnosti Společnosti je:
  - pronájem nemovitostí, bytů a nebytových prostor; a
  - realitní činnost, správa a údržba nemovitostí.

#### **3. Společníci**

- 3.1** Společníky Společnosti jsou:
  - **Panattoni Czech Republic Holding S.á r.l.**, společnost s ručením omezeným založená a existující podle práva Lucemburského velkovévodství, se sídlem Lucemburk, 24-28 Rue Goethe L1637, Lucemburské velkovévodství, registrační číslo B 195437 („PCRH“); a
  - **Kajima Properties (Europe) Limited**, společnost s ručením omezeným založená a existující podle práva Anglie a Walesu, se sídlem 55 Baker Street, Londýn, W1U 8EW, Spojené království Velké Británie a Severního Irska, registrační číslo 03162829 („KPEL“).

#### **4. Doba trvání Společnosti**

- 4.1** Společnost byla založena na dobu neurčitou.

#### **5. Základní kapitál Společnosti, vklady společníků**

- 5.1** Základní kapitál Společnosti činí **120.000,- Kč** (jedno sto dvacet tisíc korun českých).
- 5.2** Základní kapitál Společnosti je tvořen peněžitými vklady společníků:
  - společnosti **Panattoni Czech Republic Holding S.á r.l.** ve výši **60.000,- Kč** (slovy: šedesát tisíc korun českých), který byl plně splacen, na něhož připadá podíl o velikosti **50 %**; a
  - společnosti **Kajima Properties (Europe) Limited**, ve výši **60.000,- Kč** (slovy: šedesát tisíc korun českých), který byl plně splacen, na něhož připadá podíl o velikosti **50 %**.
- 5.3** Souhrn všech vkladů odpovídá základnímu kapitálu Společnosti.

## **6. Podíl, jeho rozdělení, převod a přechod**

- 6.1** Podíl představuje účast společníka ve Společnosti a z této účasti plynoucí práva a povinnosti stanovené právními předpisy a touto společenskou smlouvou. Podíl společníka ve Společnosti se určuje podle poměru jeho vkladu na tento podíl připadající k výši základního kapitálu.
- 6.2** Tato společenská smlouvou nepřipouští vznik různých druhů podílů. Ve Společnosti existuje jediný druh podílu, a to podíl základní, se kterým nejsou spojena žádná zvláštní práva a povinnost. Společník může vlastnit více podílů, a to i stejného druhu.
- 6.3** Společník je oprávněn převést svůj podíl nebo jeho část na jiného společníka nebo na osobu, která není společníkem. Převod podílu na společníka Společnosti nepodléhá souhlasu valné hromady. Převod podílu na osobu, která není společníkem, podléhá souhlasu valné hromady.
- 6.4** Smlouva o převodu podílu musí mít písemnou formu. Podpisy na smlouvě o převodu podílu musí být úředně ověřeny. Nabytím podílu nabyvatel přistupuje k této společenské smlouvě. Převodce ručí Společnosti za dluhy, které byly s podílem na nabyvatele převedeny.
- 6.5** V případě zániku společníka přechází jeho podíl na právního nástupce.
- 6.6** Podíl může být předmětem zástavního práva. K zastavení podílu se vyžaduje splnění podmínek jako pro jeho převod. Zástavní právo k podílu vzniká zápisem zástavního práva k podílu do obchodního rejstříku.

## **7. Práva a povinnosti společníků**

### **7.1 Společník má zejména právo:**

- (a) podílet se na zisku Společnosti,
- (b) účastnit se osobně nebo prostřednictvím svého zástupce valné hromady a hlasovat na ní,
- (c) požadovat od jednatelů informace o Společnosti, nahlížet do dokladů Společnosti, kontrolovat údaje obsažené v předložených dokladech,
- (d) převést svůj podíl nebo jeho část za podmínek stanovených touto společenskou smlouvou,
- (e) na přednostní právo k účasti na zvýšení základního kapitálu Společnosti,
- (f) poskytnout Společnosti se souhlasem jednatele příplatek,
- (g) na vypořádací podíl při zániku jeho účasti ve Společnosti za trvání Společnosti,
- (h) na podíl na likvidačním zůstatku Společnosti.

### **7.2 Společník je zejména povinen:**

- (a) plnit povinnosti uložené mu zákonem a touto společenskou smlouvou,
- (b) podílet se formou příplatků na případných ztrátách Společnosti, pokud tak stanoví valná hromada Společnosti.

## **8. Orgány Společnosti**

### **8.1 Orgány Společnosti jsou:**

- (a) Valná hromada, a



(b) Jednatelé.

## **9. Valná hromada**

**9.1** Valná hromada je nejvyšším orgánem Společnosti. Valná hromada rozhoduje o věcech, které jsou do její působnosti svěřeny zákonem a touto společenskou smlouvou, zejména:

- (a) rozhodování o změně obsahu společenské smlouvy, nedochází-li k ní na základě zákona,
- (b) rozhodování o změnách výše základního kapitálu nebo o připuštění nepeněžitého vkladu či o možnosti započtení peněžité pohledávky vůči Společnosti proti pohledávce na splnění vkladové povinnosti,
- (c) volba a odvolání jednatele,
- (d) určení jednatelů A a B;
- (e) volba a odvolání likvidátora Společnosti, včetně stanovení odměny likvidátora,
- (f) schvalování udělení a odvolání prokury, včetně stanovení odměny prokuristy,
- (g) rozhodování o zrušení Společnosti s likvidací,
- (h) schvalování řádné, mimořádné, konsolidované účetní závěrky a v případech, kdy její vyhotovení stanoví jiný právní předpis, i mezitímní účetní závěrky, rozdělení zisku nebo jiných vlastních zdrojů, záloh na výplatu podílu na zisku a úhrady ztrát,
- (i) schválení převodu, pachtu nebo zastavení závodu nebo takové jeho části, která by znamenala podstatnou změnu dosavadní struktury závodu nebo podstatnou změnu v předmětu podnikání nebo činnosti Společnosti,
- (j) rozhodnutí o přeměně Společnosti, ledaže zákon upravující přeměny obchodních společností a družstev stanoví jinak,
- (k) schválení smlouvy o tichém společenství a jejích změn,
- (l) schválení smlouvy o výkonu funkce,
- (m) určení auditora,
- (n) rozhodnutí o naložení s vkladovým ážiem,
- (o) rozhodování o změně druhu kmenového listu, byl-li vydán,
- (p) nabytí a zcizení věcí nemovitých ze strany Společnosti;
- (q) další případy, které do působnosti valné hromady svěřuje zákon nebo tato společenská smlouva.

**9.2** Valná hromada si může vyhradit rozhodování případů, které podle zákona náleží do působnosti jiného orgánu Společnosti.

**9.3** Valná hromada je schopna usnášení, jsou-li na ní přítomni všichni společníci. Valná hromada rozhoduje 100% většinou hlasů společníků.

**9.4** Každý společník má jeden hlas na 1.000,- Kč (jeden tisíc korun českých) svého vkladu. --

**9.5** Valnou hromadu svolává jednatel alespoň jednou za účetní období, ledaže zákon určí, že valná hromada má být svolána častěji. Řádnou účetní závěrku projedná valná hromada nejpozději do 6 (šesti) měsíců od posledního dne předcházejícího účetního období.

- 9.6** Termín konání valné hromady a její pořad se společníkům oznámí písemně nejméně 14 (čtrnáct) dnů přede dnem jejího konání; součástí pozvánky je i návrh usnesení valné hromady. Pozvánka se zašle na adresu společníka uvedenou v seznamu společníků. Společník se může vzdát práva na včasné a řádné svolání valné hromady písemným prohlášením s úředně ověřeným podpisem nebo ústním prohlášením učiněným na valné hromadě. Prohlášení na valné hromadě se uvede v zápisu o jednání valné hromady. Osvědčuje-li se rozhodnutí valné hromady veřejnou listinou, uvede se prohlášení v této veřejné listině.
- 9.7** Valná hromada jedná podle programu uvedeného v pozvánce. Záležitosti neuvedené v pozvánce lze projednat jen tehdy, jsou-li přítomni a souhlasí-li s jejich projednáním všichni společníci.
- 9.8** Zapisovatel vyhotoví zápis z jednání valné hromady do 15 (patnácti) dnů ode dne jejího ukončení a bez zbytečného odkladu ho na náklady Společnosti zašle všem společníkům. Zápis podepisuje předseda valné hromady nebo svolavatel, nebyl-li předseda zvolen, a zapisovatel.
- 9.9** V případech stanovených zákonem musí být rozhodnutí valné hromady Společnosti osvědčeno veřejnou listinou.
- 9.10** Má-li Společnost jediného společníka, nekoná se valná hromada, a působnost valné hromady vykonává tento jediný společník. Rozhodnutí jediného společníka při výkonu působnosti valné hromady musí mít písemnou formu a musí být podepsáno společníkem. Rozhodnutí jediného společníka musí mít formu veřejné listiny v těch případech, kdy se o rozhodnutí valné hromady pořizuje veřejná listina.
- 9.11** Rozhodnutí společníků Společnosti mohou být přijímána též mimo valnou hromadu. V takovém případě zašle osoba oprávněná svolat valnou hromadu společníkům na adresu uvedenou v seznamu společníků písemný návrh příslušného rozhodnutí a stanoví jim patnácti denní lhůtu k doručení jejich písemného vyjádření. Jestliže se společník ve stanovené lhůtě písemně nevyjádří, platí, že nesouhlasí s navrženým rozhodnutím. Výsledek hlasování o navrženém rozhodnutí sdělí osoba oprávněná svolat valnou hromadu písemně všem společníkům. Většina hlasů se v případě rozhodování mimo valnou hromadu počítá z celkového počtu hlasů, příslušejících všem společníkům.
- 9.12** Hlasování na valné hromadě nebo rozhodování mimo valnou hromadu může probíhat s využitím technických prostředků tak, aby tyto umožňovaly Společnosti ověřit totožnost osoby oprávněné vykonávat hlasovací právo a určit podíly, s nimiž je spojeno vykonávané hlasovací právo. Podmínky hlasování na valné hromadě nebo rozhodování mimo valnou hromadu s využitím technických prostředků budou určeny statutárním orgánem. Technickými prostředky, jejichž pomocí je možno hlasovat na valné hromadě nebo rozhodovat mimo valnou hromadu tímto způsobem je zejména videokonference, internetové komunikační programy nebo elektronická pošta s certifikovaným elektronickým podpisem.

## **10. Jednatel**

- 10.1** Jednatel je statutárním orgánem Společnosti, jemuž přísluší obchodní vedení Společnosti.
- 10.2** Jednatel zajišťuje řádné vedení předepsané evidence a účetnictví, vedení seznamu společníků, na žádost informuje společníky o záležitostech Společnosti, svolává valnou hromadu a připravuje její program a plní další povinnosti stanovené mu zákonem.
- 10.3** Jednatel je oprávněn udělit souhlas s poskytnutím příplatku společníkem; rozhodnutí jednatele o poskytnutí takového souhlasu nevyžaduje formu veřejné listiny.
- 10.4** Společnost má 4 (čtyři) jednatele. Dva jednatele budou označeni jako jednatele A a dva jednatele jako jednatele B na základě jejich určení jako takových valnou hromadou. Každý jednatel je oprávněn zastupovat Společnost samostatně s výjimkou právních jednání, v důsledku nichž vznikne společnosti pohledávka nebo dluh přesahující v každém jednotlivém případě částku 5.000,- EUR, kdy Společnost zastupuje zároveň nejméně jeden jednatel A a nejméně jeden jednatel B. Jednatelé podepisují za Společnost tak, že k firmě Společnosti připojí svoje podpisy.
- 10.5** Jednatelé netvoří kolektivní orgán.
- 10.6** Jednatel se vždy účastní valné hromady Společnosti.
- 10.7** V případě smrti jednatele, odstoupení nebo odvolání z funkce anebo jiného ukončení jeho funkce, zvolí valná hromada do 1 (jednoho) měsíce nového jednatele.

## **11. Hospodaření Společnosti, podíl na zisku**

- 11.1** Účetní období Společnosti je totožné s kalendářním rokem.
- 11.2** Rozdělení zisku Společnosti schvaluje valná hromada Společnosti za podmínek stanovených zákonem. Společníci se podílejí na zisku určeném valnou hromadou k rozdělení mezi společníky v následujícím poměru 57% společnost KPEL a 43% společnost PCRH. Podíl na zisku je splatný do 6 (šesti) měsíců ode dne, kdy bylo přijato usnesení valné hromady o rozdělení zisku,
- 11.3** O způsobu pokrytí ztrát Společnosti rozhodne valná hromada Společnosti. Ztráty Společnosti mohou být kryty z rezervního fondu, je-li vytvořen, vlastního kapitálu Společnosti, snížením základního kapitálu Společnosti, příplatkem společníka mimo základní kapitál Společnosti nebo kombinací těchto způsobů.

## **12. Vypořádací podíl**

- 13.1** Při zániku účasti společníka ve Společnosti za jejího trvání jinak než převodem podílu nebo udělením příklepu v řízení o výkonu rozhodnutí vzniká společníkovi nebo jeho právnímu nástupci právo na vypořádání („vypořádací podíl“).
- 13.2** Výše vypořádacího podílu se stanoví ke dni zániku účasti společníka ve Společnosti z vlastního kapitálu zjištěného z mezitímní, řádné nebo mimořádné účetní závěrky sestavené ke dni zániku účasti společníka ve Společnosti. Liší-li se podstatně reálná hodnota majetku Společnosti od jeho ocenění v účetnictví, vychází se při určení výše vypořádacího podílu z reálné hodnoty majetku snížené o výši dluhů vykázaných v účetní závěrce.

### **13. Změny společenské smlouvy**

- 13.1** Jednatel bez zbytečného odkladu poté, co se dozví, že došlo ke změně společenské smlouvy na základě jakékoliv právní skutečnosti nebo rozhodnutí jediného společníka, popř. valné hromady, vyhotoví úplné znění společenské smlouvy a uloží ji spolu s listinami prokazujícími změnu do sbírky listin obchodního rejstříku.

### **14. Závěrečná ustanovení**

- 14.1** Právní vztahy vyplývající z této společenské smlouvy, případné vzájemné vztahy mezi společníky související s účastí ve Společnosti, jakož i ostatní právní vztahy uvnitř Společnosti se řídí ve věcech, které neupravuje tato společenská smlouva, obecně závaznými právními předpisy České republiky, zejména zákonem o obchodních korporacích.

KINSTELLAR

**Schedule 3**  
**Extract from the Commercial Register**

## Výpis

z obchodního rejstříku, vedeného  
Městským soudem v Praze  
oddíl C, vložka 280336

**Datum vzniku a zápisu:** 25. srpna 2017

**Spisová značka:** C 280336 vedená u Městského soudu v Praze

**Obchodní firma:** Industrial Center CR 4 s.r.o.

**Sídlo:** V celnici 1034/6, Nové Město, 110 00 Praha 1

**Identifikační číslo:** 063 28 202

**Právní forma:** Společnost s ručením omezeným

**Předmět podnikání:** výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona

**Statutární orgán:**

**Jednatel A:**

ROBERT DOBRZYCKI, dat. nar. [REDACTED] 1975  
[REDACTED] Polská republika  
Den vzniku funkce: 25. srpna 2017

**Jednatel B:**

JULIAN RUDD-JONES, dat. nar. [REDACTED] 1955  
[REDACTED] Spojené království  
Velké Británie a Severního Irska  
Den vzniku funkce: 23. května 2018

**Jednatel B:**

JOHN BENJAMIN HARCOURT, dat. nar. [REDACTED] 1974  
[REDACTED] Spojené království Velké Británie a  
Severního Irska  
Den vzniku funkce: 23. května 2018

**Jednatel A:**

MARK JAMES CONNOR, dat. nar. [REDACTED] 1966  
[REDACTED] Lucemburské velkovévodství  
Den vzniku funkce: 15. srpna 2020

**Počet členů:** 4

**Způsob jednání:** Každý jednatel je oprávněn zastupovat společnost samostatně s výjimkou právních jednání v důsledku nichž vznikne společnosti pohledávka nebo dluh přesahující v každém jednotlivém případě částku 5.000,- EUR, kdy společnost zastupuje zároveň nejméně jeden jednatel A a nejméně jeden jednatel B.

**Společníci:**

**Společník:** Panattoni Czech Republic Holding S.à r.l.  
Lucemburk, 24 - 28 Rue Goethe L 1637, Lucemburské velkovévodství  
Registrační číslo: B195437  
Právní forma: společnost s ručením omezeným

**Podíl:** Vklad: 60 000,- Kč  
Splaceno: 100%  
Obchodní podíl: 50%

**Společník:** Kajima Properties ( Europe) Limited  
W1U8EW London, 55 Baker Street, Spojené království Velké Británie a  
Severního Irska  
Registrační číslo: 03162829  
Právní forma: společnost s ručením omezeným

**Podíl:** Vklad: 60 000,- Kč  
Splaceno: 100%  
Obchodní podíl: 50%

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**základní kapitál:** 120 000,- Kč

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**Ostatní skutečnosti:**


V důsledku procesu rozdělení společnosti Průmyslový areál Ostrov, a.s., se sídlem Na příkopě 859/22, Nové Město, 110 00 Praha 1, IČO: 241 36 387, zapsané v obchodním rejstříku vedeném Městským soudem v Praze, spisová značka B 17327, jakožto Rozdělované společnosti, formou odštěpení sloučením, přešla na společnost Industrial Center CR 4 s.r.o., se sídlem Na příkopě 859/22, Nové Město, 110 00 Praha 1, IČO: 063 28 202, zapsanou v obchodním rejstříku vedeném Městským soudem v Praze, spisová značka C 280336, jakožto Nástupnickou společnost, část jmění společnosti Průmyslový areál Ostrov, a.s. specifikovaná v projektu rozdělení formou odštěpení sloučením ze dne 29.10.2018.

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# KINSTELLAR

This Agreement has been entered into on the date stated at the beginning of this Agreement.

## Kajima Properties (Europe) Limited

Signature: ..... 

Name: Ondřej Špalek

Position: under power of attorney

## Česká spořitelna, a.s.

Signature: 

Name: Martina Jozová

Position: under authorisation

Signature: .. 

Name: Jakub Vařša

Position: under authorisation

## Industrial Center CR 4 s.r.o.

Signature:  .....

Name: Ondřej Špalek

Position: under power of attorney



Ověření - legalizace

Ověřuji, že:

1) pod pořadovým číslem 174V34R tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Ing. Ondřej Špalek, nar. [REDACTED] 1976, Pařanka 2614/11, 16000 Praha 6 - Dejvice.



[REDACTED] ra Štičková  
ká kandidátka  
ná zástupkyně  
vy Králové  
ky v Praze

2) pod pořadovým číslem 174V4NX tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Ing. Ondřej Špalek, nar. [REDACTED] 1976, Pařanka 2614/11, 16000 Praha 6 - Dejvice.



[REDACTED] ěra Štičková  
ská kandidátka  
ená zástupkyně  
Evy Králové  
áčky v Praze

3) pod pořadovým číslem 174V5R7 tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Jakub Jansa, nar. [REDACTED] 1978, Nepelova 951/5, 19800 Praha 9 - Hloubětín.



[REDACTED] ra Štičková  
ká kandidátka  
ná zástupkyně  
vy Králové  
ky v Praze

4) pod pořadovým číslem 174V6R4 tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Martina Jůzová, nar. [REDACTED] 1968, Rooseveltova 615/32, 16000 Praha 6 - Bubeneč.



[REDACTED] Štičková  
andidátka  
zástupkyně  
Králové  
v Praze

Praha 1, dne 21.01.2022

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

*Addleshaw Goddard LLP*

DATE 15.06.2022

ADDLESHAW GODDARD LLP

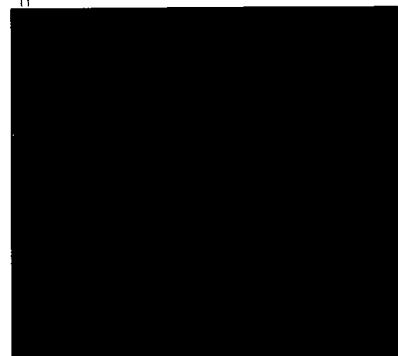
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Česká republika  
Czech Republic  
Tato veřejná listina  
This public document
2. byla podepsána ..... Mgr. Věra Štičková  
has been signed
3. funkce ..... Notářský kandidát  
acting in capacity of
4. opatřena razítkem ..... Mgr. Eva Králová, notářka v Praze  
bears the seal/stamp of

OVĚŘENO  
CERTIFIED

5. V Praze  
In Prague
6. dne 23.02.2022  
date
7. Notářská komora České republiky  
Notarial Chamber of the Czech republic
8. čís. 36MKT8  
N°
9. kolek/razítko  
duty stamp/stamp:
10. Podpis: [REDACTED]  
Signature



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1863.

2. The second part is a report from the Secretary of the Treasury, dated January 1, 1863.

3. The third part is a report from the Secretary of the Interior, dated January 1, 1863.

- Translation from Czech -

FULL WORDING OF MEMORANDUM OF ASSOCIATION, as of 18 JANUARY 2022

MEMORANDUM OF ASSOCIATION OF LIMITED LIABILITY COMPANY  
Industrial Center CR 4 s.r.o. ("Company")

1. BUSINESS NAME AND REGISTERED OFFICE OF THE COMPANY

- 1.1 The Company's business name shall be: Industrial Center CR 4 s.r.o.  
1.2 The registered office is in: Prague.

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DATE 15.06.2022  
ADDLESHAW GODDARD LLP

2. SUBJECT OF BUSINESS OF THE COMPANY

- 2.1 The Company's subject of enterprise is manufacturing, trading, and services not specified in Annexes 1 to 3 to the Trade Licensing Act.  
2.2 The Company's subject of enterprise is:  
Lease of real property, residential and non-residential premises; and  
Real estate activity, facility management.

3. Partners

3.1 The partners of the Company are:

Panattoni Czech Republic Holding S.à r.l., a limited liability company organized and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at Luxembourg, 24-28 Rue Goethe L1637, Grand Duchy of Luxembourg, Registration No.: B 195437 (hereinafter "PCRH"); and

Kajima Properties (Europe) Limited, a limited liability company incorporated and existing under the laws of England and Wales, with its registered office at 55 Baker Street, London, W1U 8EW, United Kingdom of Great Britain and Northern Ireland, Registration No.: 03162829 (hereinafter "KPEL").

4. Term of the Company

- 4.1 The Company was established for an indefinite period.

5. The Company's registered capital, partners' contributions

- 5.1 The Company's registered capital equals CZK 120,000 (one hundred and twenty thousand Czech crowns).  
5.2 The Company's registered capital consists of the following partners' monetary investment contributions:

Panattoni Czech Republic Holding S.à r.l. in the amount of CZK 60,000 (sixty thousand Czech crowns), which has been fully repaid, which equals to an interest of 50%; and

Kajima Properties (Europe) Limited in the amount of CZK 60,000 (sixty thousand Czech crowns), which has been fully repaid, which equals to an interest of 50%.

- 5.3 The aggregate of all contributions corresponds to the Company's registered capital.

6. Ownership interest, its distribution, transfer and assignment

- 6.1 The ownership interest represents a partner's participation in the Company and the related rights and obligations stipulated by legal regulations and this Memorandum of Association. The partner's interest in the Company is determined according to the proportion of the partner's contribution to the registered capital.  
6.2 This Memorandum of Association does not permit different kinds of interests. There is only one type of membership interest in the Company, namely the basic one to which no special rights and obligations are attached. The partner may hold several ownership interests, even if these are of the same kind.  
6.3 The partner shall be entitled to transfer its interest or any part thereof to any other partner or a person who is not a partner. The transfer of ownership interest to another Partner or any other person is subject to the approval by the General Meeting. Any ownership interest transfer to a person other than a partner is subject to the approval of the General Meeting.  
6.4 Any interest transfer agreement must be executed in writing. The signatures under the interest transfer agreement must be officially authenticated. Upon acquisition of the interest, the transferee accedes to this Memorandum of Association. The transferor shall be liable for the debts of the Company that were transferred to the transferee along

with the interest.

6.5 In the case of termination or death of the partner, its interest passes to the legal successor.

6.6 The interests can become subject to a lien. The lien over the interest requires fulfilment of the same conditions as those for transfer thereof. A lien to the interest becomes effective upon the incorporation of the lien in the Commercial Register.

## **7. Partners' rights and responsibilities**

7.1 A partner is entitled, in particular, to:

- (a) Participate in the profits of the Company,
- (b) Participate in the General Meetings in person or through a representative, and vote thereon,
- (c) Request the executive director to provide information about the Company, consult the Company's documents and check the data contained in the submitted documents,
- (d) Transfer their interests or any part thereof under the terms and conditions stipulated in this Memorandum of Association,
- (e) Pre-emptive right to participate in an increase in the Company's registered capital,
- (f) Provide an additional endowment to the Company with the consent of the executive director,
- (g) A settlement share amount upon termination of their participation in the Company during its existence,
- (h) A share in Liquidation Balance of the Company.

7.2 The Partner shall, in particular, be obliged to:

- (a) Fulfil the obligations imposed by the law and this Memorandum of Association,
- (b) Participate in any losses of the Company in the form of supplementary deposits, if so determined by the Company's General Meeting.

## **8. Bodies**

8.1 The Company has the following bodies:

- (a) General Meeting; and
- (b) Executive directors,

## **9. General Meeting**

9.1 The General Meeting is the Company's supreme body. The General Meeting shall decide on matters that are entrusted within its competence by the law and by this Memorandum of Association, in particular:

- (a) Decision-making concerning amendments to the Memorandum of Association, unless such amendments are based on law,
- (b) Decision-making concerning variation in the amount of the registered capital, or acceptance of non-monetary contribution or set-off of the Company's monetary debts against any claim for the fulfilment of the contribution obligation,
- (c) Election and removal of an executive director,
- (d) Identification of executive directors A and B,
- (e) Election and removal of the Company's liquidator, including the determination of the liquidator's remuneration,
- (f) Approval of granting and revoking a power of attorney, including the determination of the proxy's remuneration,
- (g) Decisions concerning the discharge of the Company with liquidation,
- (h) Approval of regular, extraordinary, consolidated and, where required by other legislation, interim financial statements, distribution of profit or other company's funds, advances for the payment of the share in profit, and the settlement of loss,
- (i) Approval of transfer, usufructuary lease or lien against a plant or such part thereof that would represent a substantial change in the existing structure of the plant or a substantial change in the Company's subject of business or operation,
- (j) Decisions concerning the Company's conversion unless otherwise provided for by the law governing the conversions of business companies and cooperatives,
- (k) Approval of a silent partnership agreement and any amendments thereto,
- (l) Approval of an incumbency agreement,
- (m) Appointment of auditors,

- (n) Adopting decisions on the manner of use of the contribution premium,
  - (o) Decisions concerning the change of type of common certificate, if issued,
  - (p) Acquisition and alienation of immovable property by the Company;
  - (q) Other matters entrusted to the capacity of the General Meeting by law or the Memorandum of Association.
- 9.2 The General Meeting may reserve the right to make decisions with respect to cases otherwise falling within the competence of any other of the Company's bodies, as stipulated by law.
- 9.3 The General Meeting has a quorum if all the partners are present. The General Meeting shall decide with 100% of votes of the partners present.
- 9.4 Each partner has one vote per each CZK 1,000 (one thousand Czech crowns) of their capital contribution.
- 9.5 The General Meeting shall be convened by an executive director at least once per fiscal year unless a shorter period is stipulated by the law. The General Meeting shall discuss the regular financial statements within 6 (six) months of the last day of the preceding fiscal year.
- 9.6 The partners shall be notified in writing of the date and the agenda of the General Meeting not later than 14 (fourteen) days in advance, which convening notice shall also contain draft resolutions of the General Meeting. The convening notice shall be sent to the address of the partner specified in the list of partners. The partner may waive the right to a proper and timely convention of the general meeting by making a written statement with certified signatures or by making an oral statement at the General Meeting. A statement made at the General Meeting shall be entered into the minutes thereof. If a General Meeting resolution is certified in the form of a public document, the statement shall be included in that public document.
- 9.7 The General Meeting shall adhere to the agenda indicated in the convening notice. Matters not specified in the convening notice may only be discussed if all partners are present and agree.
- 9.8 The recording secretary shall draw up the minutes of the General Meeting within 15 (fifteen) days of the closing of the General Meeting and distribute them, at the Company's expense and without any unreasonable delay, to all the partners. The minutes shall be signed by the chairperson of the General Meeting or the convener, if no chairperson was elected, and by the recording secretary.
- 9.9 In cases stipulated by the law, the decision of the General Meeting must be certified in the form of a public document.
- 9.10 Should the Company have a sole partner, the General Meeting is not held, and its powers shall be exercised by that sole partner. The decision of the sole partner acting in the capacity of the General Meeting must be issued in writing and signed by the partner. The decision of the sole partner shall have the form of a public document in the cases where the decisions of the General Meeting require to be executed in the form of a public document.
- 9.11 The decision of Company's partners may also be adopted outside the General Meeting. In that case the person authorised to convene the General Meeting shall send to the partners' addresses, indicated in the list of partners, a written draft of the decision and shall give them a period of fifteen days for submission of their written comments. If a partner does not express its comment in writing within the specified period, it is deemed to disagree with the proposed decision. The result of voting concerning the proposed decision shall be disclosed in writing to all the partners by the person authorised to convene the General Meeting. In the event of decision adopted outside the General Meeting, a majority shall be calculated from the total number of votes held by all the partners.
- 9.12 Voting at the General Meeting or decision-making outside the General Meeting may use technical means to permit the Company to verify the identity of the person entitled to exercise the voting right and to determine the shares which the exercised voting right is associated with. The conditions for voting at the General Meeting or making decisions outside the General Meeting with the use of technical means shall be set forth by a decision of the governing body. The technical means that enable to vote at the General Meeting or to make decisions outside the General Meeting include, but are not limited to, video conferencing, internet communication programs or electronic mail with a certified electronic signature.
- 10. Executive director**
- 10.1 Executive directors are the Company's governing body managing the Company's business.
- 10.2 Executive directors ensure that the prescribed records, accounts, and list of partners are maintained properly; inform the partners about the Company's affairs upon request; convene the General Meeting and prepare its agenda; and perform other duties set forth by law.
- 10.3 Executive directors are entitled to give their consent to an additional payment by a partner; the executive director's decision about this consent does not require the form of a public document.
- 10.4 The Company shall have 4 (four) executive directors. Two executive directors shall be designated as "executive directors A" and two executive directors as "executive directors B" by virtue of their appointment by the General Meeting. Each executive director is entitled to represent the Company individually, except for legal actions that result in a claim or debt exceeding EUR 5,000 in each individual case, where the Company is represented by at least one executive director A and at least one executive director B acting jointly. Executive directors sign documents on behalf of the Company by appending their respective signatures to the Company's business name.
- 10.5 Executive directors do not form a collective body.
- 10.6 Executive directors shall always attend the General Meeting of the Company.

10.7 In the event of an executive director's death, resignation or removal from office, or other termination of office, the General Meeting shall elect a new executive director within 1 (one) month.

**11. Company operations, profit share**

11.1 Each Company's fiscal year is identical to a calendar year.

11.2 Allocation of the Company's profit shall be approved by the General Meeting of the Company under the conditions set out by law. The partners share the profit designated by the General Meeting for allocation among partners in the following proportion: 57% for KPEL and 43% for PCRH. The profit share is payable within 6 (six) months following the date on which the General Meeting adopts a resolution regarding the allocation of profit.

11.3 The General Meeting shall decide about the settlement of losses generated by the Company. The Company's losses may be covered from the reserve fund, if any, the Company's equity, by reducing the Company's registered capital, by additional payment made by the partner outside the Company's registered capital or through a combination of the aforementioned.

**12. Settlement share**

12.1 In the case of the cessation of the partner's participation in the Company during the Company's term otherwise than by transferring the ownership interest or granting an award in enforcement proceedings, the partner or its legal successor shall become entitled to a settlement share ("settlement share").

12.2 The amount of settlement share shall be determined as of the termination day of the partner's participation in the company, from the equity reported in interim, regular or extraordinary financial statements compiled as of the termination date of the partner's participation in the Company. If the fair value of the Company's assets differs substantially from its net book value, the amount of settlement share shall be based on the fair value of the Company's assets less the debts recognised and reported in the financial statements.

**13. Amendments to the Memorandum of Association**

13.1 Without undue delay after an executive director learns of a change to the Memorandum of Association as a result of any legal fact or a decision of the General Meeting or the sole partner, the executive director shall draw up the full wording of the Memorandum of Association and file it, along with any documents demonstrating such amendment, in the collection of documents maintained by the Commercial Register.

**14. Final provisions**

14.1 The legal relationships arising from this Memorandum of Association, any relationships between the partners relating to their interests in the Company, and other legal relationships within the Company shall, in all aspects not regulated by this Memorandum of Association, be governed by generally binding laws and regulations of the Czech Republic, in particular by the provisions of the Business Corporations Act.

**Extract**  
from the Commercial Register maintained  
by the Municipal Court in Prague  
Section C, File 280336

<b>Date of incorporation:</b>	25 August 2017
<b>File number:</b>	C 280336 kept on file at the Municipal Court in Prague
<b>Business name:</b>	Industrial Center CR 4 s.r.o.
<b>Registered office:</b>	V celnici 1034/6, Nové Město, 110 00 Prague 1
<b>Identification number:</b>	063 28 202
<b>Legal form:</b>	Limited liability company
<b>Subject of enterprise:</b>	

Production, trade and services not specified in Annex 1 to 3 to the Trade Licensing Act

**Governing body:**

**Executive director A:**

ROBERT DOBRZYCKI, born [REDACTED] 1975  
[REDACTED] Republic of Poland  
Date of appointment: 25 August 2017

**Executive director B:**

JULIAN RUDD-JONES, born [REDACTED] 1955  
[REDACTED]  
United Kingdom of Great Britain and Northern Ireland  
Date of appointment: 23 May 2018

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**Executive director B:**

JOHN BENJAMIN HARCOURT, born [REDACTED] 1974  
[REDACTED]  
United Kingdom of Great Britain and Northern Ireland  
Date of appointment: 23 May 2018

**Executive director A:**

MARK JAMES CONNOR, born [REDACTED] 1966  
[REDACTED] Grand Duchy of Luxembourg  
Date of appointment: 15 August 2020

**Number of members: 4**

**Manner of representation:** Each executive director is entitled to represent the Company individually, except for legal actions that result in a claim or debt exceeding EUR 5,000 in each individual case, where the Company is represented by at least one executive director A and at least one executive director B acting jointly.

**Partners:**

**Partner:**

Panattoni Czech Republic Holding S.à.r.l.  
Luxembourg, 24 - 28 Rue Goethe L 1637, Grand Duchy of Luxembourg  
Registration number: B195437  
Legal form: limited liability company

**Ownership interest:**

Contribution: CZK 60,000  
Paid up: 100%  
Ownership interest: 50%

**Partner:**

Kajima Properties (Europe) Limited  
W1U8EW London, 55 Baker Street  
United Kingdom of Great Britain and Northern Ireland  
Registration number: 03162829  
Legal form: limited liability company

**Ownership interest:**

Contribution: CZK 60,000  
Paid up: 100%  
Ownership interest: 50%

**Registered capital:** CZK 120,000

**Other facts:**

As a result of the process of demerger of Průmyslový areál Ostrov, a.s., with its registered office at Na příkopě 859/22, Nové Město, 110 00 Prague 1, ID No.: 241 36 387,

incorporated in the Commercial Register kept on file by the Municipal Court in Prague, File No. B 17327, as the demerged company, through the spin-off by merger, some of the assets of Průmyslový areál Ostrov, a.s. specified in the project of demerger through spin-off by merger dated 29/10/2018 were transferred to Industrial Center CR 4 s.r.o., with its registered office at Na příkopě 859/22, Nové Město, 110 00 Prague 1, ID No.: 063 28 202, incorporated in the Commercial Register kept on file by the Municipal Court in Prague, File No. C 280336, as the successor company.

---



**Certification – Legalisation**

I hereby certify that:

1) this document was signed before me under serial number 174V34R by the person below whose identity was verified:  
Ing. Ondřej Špalek, born [REDACTED] 1976, Pařanka 2614/11, 16000 Prague 6 - Dejvice.

[seal:

[signature illegible]

[stamp: Mgr. Věra Štítková

Mgr. EVA KRÁLOVÁ

notary candidate, appointed deputy to Mgr. Eva

-2-

Králová, notary in Prague]

NOTARY IN PRAGUE]

2) this document was signed before me under serial number 174V4NX by the person below whose identity was verified:  
Ing. Ondřej Špalek, born [REDACTED] 1976, Pařanka 2614/11, 16000 Prague 6 - Dejvice.

[seal:

[signature illegible]

[stamp: Mgr. Věra Štítková

Mgr. EVA KRÁLOVÁ

notary candidate, appointed deputy to Mgr. Eva

-2-

Králová, notary in Prague]

NOTARY IN PRAGUE]

3) this document was signed before me under serial number 174V5R7 by the person below whose identity was verified:  
Jakub Jansa, born [REDACTED] 1978, Nepelova 951/5, 19800 Prague 9 - Hloubětín.

[seal:

[signature illegible]

[stamp: Mgr. Věra Štítková

Mgr. EVA KRÁLOVÁ

notary candidate, appointed deputy to Mgr. Eva

-2-

Králová, notary in Prague]

NOTARY IN PRAGUE]

4) this document was signed before me under serial number 174V6R4 by the person below whose identity was verified:  
Martina Jůzová, born [REDACTED] 1968, Rooseveltova 615/32, 16000 Prague 6 - Bubeneč.

[seal:

[signature illegible]

[stamp: Mgr. Věra Štítková

Mgr. EVA KRÁLOVÁ

notary candidate, appointed deputy to Mgr. Eva

-2-

Králová, notary in Prague]

NOTARY IN PRAGUE]

In Prague 1, date: 21/01/2

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Addleshaw Goddard LLP

DATE 15.06.2022

ADDLESHAW GODDARD LLP

# PŘEKLADATELSKÁ DOLOŽKA

Já, Mgr. Magdalena Pechová, jsem provedla překladatelský úkon jako tlumočnicka jmenovaná podle zákona č. 36/1967 Sb. rozhodnutím předsedy krajského soudu v Praze ze dne 7. listopadu 2001 č.j. Spr. 4108/2001 pro jazyk český, anglický a ruský, zapsaná v seznamu soudních tlumočnicků a soudních překladatelů vedeném Ministerstvem spravedlnosti ČR v souladu s § 44 zákona č. 354/2019 Sb., o soudních tlumočnickách a soudních překladatelích.

Stvrzuji, že překlad souhlasí s textem připojené listiny.

Úkon je zapsán v evidenci úkonů pod číslem

V Praze dne

## TRANSLATOR'S CLAUSE

I, Mgr. Magdalena Pechová, have made the translation as a translator appointed pursuant to Act. No. 36/1967 Coll., by virtue of the decision of the Chairman of the Regional Court in Prague on 7 November 2001 Ref. No. Spr. 4108/2001 for Czech, English and Russian languages, registered in the register of sworn translators and interpreters administered by the Ministry of Justice of the CR in compliance with Section 44 of Act No. 354/2019 Coll., on sworn interpreters and sworn translators.

I hereby certify that the translation corresponds to the wording of the attached document.

The translation is registered in the register of translations under Reg. No.

In Prague on

172/2022

21/02/22

### Certification

I hereby certify that the following person, whose identity has been proved, has personally signed the document in front of me under the ordinal number 18RDA56: Magdalena Pechová, 19.02.1962, Bělohorská 231/99, 16900 Praha 6 - Břevnov. Praha 1, on 23.02.2022



WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL  
ADDLESHAW GODDARD LLP  
DATE 15.06.2022  
ADDLESHAW GODDARD LLP

**APOSTILLE**

(Convention de La Haye du 5 octobre 1961)

1. Česká republika  
Czech Republic

Tato veřejná listina  
This public document

2. byla podepsána ..... Mgr. Lucie Ševčíková  
has been signed

3. funkce ..... Notářský kandidát  
acting in capacity of

4. opatřena razítkem ..... Mgr. Eva Králová, notářka v Praze  
bears the seal/stamp of

**OVĚŘENO  
CERTIFIED**

5. V Praze  
in Prague

6. dne ..... 23.02.2022  
date

7. Notářská komora České republiky  
Notarial Chamber of the Czech republic

8. čís. ..... 36MMAW  
N°

9. kolek/razítko  
duty stamp/stamp:

10. Podpis:  
Signature

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DATE 15.06.2022  
ADDLESHAW GODDARD LLP



**FILE COPY**

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

Company number: 3162829

Charge code: 0316 282 9 0053

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2022 and created by KAJIMA PROPERTIES (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2022 .

Given at Companies House, Cardiff on 21st June 2022



**Companies House**



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