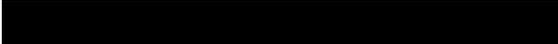


EXECUTION VERSION

**AGREEMENT ON PLEDGE OF RECEIVABLES
FROM BANK ACCOUNTS**

8 NOVEMBER 2019

between


as Security Provider

**HSBC BANK PLC
as Security Agent**

and

**ČESKÁ EXPORTNÍ BANKA A.S.
as Account Bank**

ALLEN & OVERY

Allen & Overy (Czech Republic) LLP, organizační složka

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THIS AGREEMENT is made on 8 November 2019

BETWEEN:

- (1) [REDACTED] (the **Security Provider**);
- (2) **HSBC BANK PLC**, a company incorporated under the laws of England and Wales, with its registered office at 8 Canada Square, London, E14 5HQ, United Kingdom, registered in the Companies House under registration number 14259 as pledgee (the **Security Agent**); and
- (3) **Česká exportní banka, a.s.**, with its registered office at Praha 1, Vodičkova 34 č.p. 701, Postal Code 111 21, Czech Republic, identification number 63078333 as account bank (the **Account Bank**)

(the Security Provider, the Security Agent and the Account Bank collectively the **Parties** and each of them a **Party**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Bank Account means each bank account specified below:

Account Bank, registered address, ID number	Bank Account Agreement: - date - title	Account Number	Type of Account	Currency
Česká exportní banka, a.s.	[REDACTED]	[REDACTED]	current account	EUR
Česká exportní banka, a.s.	[REDACTED]	[REDACTED]	current account	EUR

Česká exportní banka, a.s.			current account	EUR
Česká exportní banka, a.s.			current account	EUR

Bank Account Agreement means each agreement between the Account Bank and the Security Provider on the basis of which a Bank Account is maintained.

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

Credit Agreement

Pledge Register means the notarial register of pledges maintained by the Notarial Chamber of the Czech Republic.

Secured Debts means each debt specified in Clause 2 (Secured Debts) below.

Security Assets means each present and future receivable of the Security Provider from the Account Bank arising under or in connection with each Bank Account Agreement, including each receivable for:

- (a) the payment of any amount standing to the credit of a Bank Account from time to time;
- (b) the payment of any amount (including a receivable which results from unjust enrichment) if a Bank Account Agreement is void, non-existent (in Czech *zdanlivý*), ineffective or unenforceable, cancelled, rescinded or terminated in any other way; and
- (c) the payment of any amount on the basis of a contractual penalty or breach of contractual or statutory obligations by the Account Bank,

including their accessions (in Czech *příslušenství*).

Security Period means the period beginning on the date of this Agreement and ending on the earliest of:

- (a) the Discharge Date (as defined in the Credit Agreement);

- (b) the date on which the Security Agent has unilaterally waived in writing its right to the Security; or
- (c) the date on which the Security is otherwise terminated with the Security Agent's written consent.

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have the same meaning in this Agreement, unless expressly defined in this Agreement.
- (b) The principles of construction set out in the Credit Agreement will have effect as if set out in this Agreement.
- (c)
 - (i) The term **the Security** or **this Security** means any security created under this Agreement;
 - (ii) The term **dispose of amounts standing to the credit of a Bank Account** includes any dealing with those amounts, including giving payment instructions for payments to third parties, to other bank accounts or to the Security Provider, and any withdrawal of an amount from a Bank Account.
 - (iii) This Security does not constitute financial security under Section 8(2) of the Act No. 408/2010 Coll., on financial collateral arrangements, as amended.
- (d) When a provision of this Agreement applies to:
 - (i) the Security Assets, the provision applies to each receivable forming the Security Assets; or
 - (ii) the pledge created under this Agreement, the provision applies to each pledge created under this Agreement.
- (e) Any obligation of the Security Provider under this Agreement remains in force during the Security Period.
- (f) Where an act or omission is permitted under the Credit Agreement it shall be permitted under this Agreement.
- (g) The rights, powers, authorities, discretions and protections (including indemnities) granted to the Security Agent under the Credit Agreement apply, to the extent permitted under Czech law, to this Agreement as though set out in full in this Agreement and the Pledgee shall act hereunder in accordance with the terms of the Credit Agreement.

2. SECURED DEBTS

- (a) The pledge created under this Agreement secures all monetary debts of each Obligor to the Security Agent that exist on the date of this Agreement and that have come into existence under clause 23 (*Security*) of the Credit Agreement as a result of debts arising under the Finance Documents.
- (b) The pledge created under this Agreement further secures, up to an aggregate amount not exceeding [REDACTED] at any time, all monetary debts of each Obligor to the Security Agent under clause 23 (*Security*) of the Credit Agreement that will arise in the future at any

time up to and including [REDACTED], as a result of the following types of debts arising under the Finance Documents:

- (i) the principal of any loan (in Czech *úvěr*) or simple loan (in Czech *zápůjčka*);
- (ii) debts arising in connection with an issued financial/bank guarantee or letter of credit, including debts arising due to a payment being made under the financial/bank guarantee or letter of credit;
- (iii) interest or default interest;
- (iv) debts resulting from derivative transactions, including debts from closing out those transactions;
- (v) debts under a guarantee or financial guarantee;
- (vi) debts resulting from an indemnity or another arrangement with a similar effect;
- (vii) commitment fee, arrangement fee, agent fee or other fee;
- (viii) costs or expenses incurred in connection with the protection, preservation or enforcement of rights or security;
- (ix) damages including loss of profit and other than proprietary harm;
- (x) debts resulting from unjust enrichment;
- (xi) contractual penalty; or
- (xii) debts arising due to a party rescinding an agreement (in Czech *odstoupení*) or the invalidity, non-existence (in Czech *zánlivost*), ineffectiveness, illegality or unenforceability of an agreement or other legal act.

3. CREATION OF PLEDGE

3.1 Pledge

- (a) Under Section 1309 *et seq.* of the Civil Code, for the purposes of securing the Secured Debts, the Security Provider pledges the Security Assets to the Security Agent.
- (b) The Security Agent accepts the pledge created under this Agreement.

3.2 General

This Security is:

- (a) continuing security for the payment, discharge and performance of the Secured Debts and will extend to the ultimate balance of all sums due as the Secured Debts regardless of any intermediate payment or discharge in whole or in part; and
- (b) in addition to, and is not in any way prejudiced by, any other security now or subsequently held by any Finance Party.

4. RESTRICTIONS ON DEALINGS

4.1 Restrictions on dealings with the Security Assets

- (a) Except as allowed, in each case, under the Credit Agreement, the Accounts Agreement or this Agreement, the Security Provider may not, without the prior written consent of the Security Agent:
- (i) create or permit to subsist any other pledge of the Security Assets;
 - (ii) create or permit to subsist any other encumbrance on the Security Assets;
 - (iii) attach the Security Assets to any collective business asset (in Czech *věc hromadná*) that is encumbered by a security interest created earlier than the Security Agent's pledge of the Security Assets;
 - (iv) waive any right or debt from any Bank Account Agreement; or
 - (v) perform any act which:
 - (A) may result in a reduction in the value of the Security Assets; or
 - (B) may adversely affect any right of the Security Agent under this Agreement.
- (b) The restrictions under paragraph (a)(i) above are agreed for the benefit of the Security Agent and with effects on third parties.

4.2 Term and purpose of restrictions on dealings

The restrictions under Clause 4.1 (Restrictions on dealings with the Security Assets) above are agreed for the Security Period in order to strengthen the position of the Security Agent as a secured creditor.

5. PERFECTION, NOTIFICATION AND FURTHER ASSURANCES

5.1 Perfection of the pledge and negative pledge

The pledge created under this Agreement is perfected by this Agreement coming into effect and the negative pledge of the Security Assets is perfected by registration in the Pledge Register.

5.1 Registration in the Pledge Register

- (a) The Security Provider must, at its own cost ensure that, without undue delay after the date of this Agreement, the negative pledge created under this Agreement is registered in the Pledge Register in the form satisfactory to the Security Agent; and
- (b) For the purposes of paragraph (a) above, the Security Agent authorises the Security Provider to do any act necessary or desirable in connection with the registration proceedings.

5.2 Evidencing the perfection of the negative pledge

The Security Provider must deliver to the Security Agent evidence of the registration of the negative pledge in the Pledge Register, or a copy of the entry in the Pledge Register evidencing the registration, within two Business Days after the date of this Agreement.

5.3 Further assurances

- (a) The Security Provider must, at its own cost and without undue delay (and in any event within any applicable time limit) perform whatever act the Security Agent may require for:
 - (i) perfecting and protecting any security intended to be created under this Agreement;
 - (ii) facilitating the enforcement of this Security or the exercise of any right, power or discretion exercisable by the Security Agent in respect of any Security Asset; and
 - (iii) facilitating the assignment or transfer of any rights or obligations of the Security Agent under this Agreement.

This includes the execution of any transfer or any assignment of any obligations and/or rights of the Security Agent arising hereunder, whether to the Security Agent or its nominee, or any amendment to this Agreement which the Security Agent may think expedient.

- (b) The Security Provider must promptly notify the Security Agent in writing of any circumstance that may endanger the existence or enforceability of the Security or of any rights under this Agreement.

6. SECURITY REPRESENTATIONS

6.1 Representations

- (a) The representations set out in this Agreement are made by the Security Provider to the Security Agent at the moment of execution of this Agreement.
- (b) The Security Provider must ensure that no representation made by it in this Agreement becomes substantially incorrect, incomplete or misleading on any day specified in clause 16.29 (*Times for making representations and warranties*) of the Credit Agreement, even if the circumstances that exist on the date of this Agreement have changed.

6.2 Nature of security

Subject to the Legal Qualifications, this Agreement creates a pledge over the Security Assets on the terms of this Agreement and, subject to the Legal Qualifications and to its best knowledge, this Agreement is not liable to be avoided, declared non-existent (in Czech *zánlivá*), ineffective or otherwise set aside, in particular on the Security Provider's insolvency, bankruptcy, dissolution, winding-up, administration or reorganisation.

6.3 Title

- (a)
 - (i) The Security Provider has full and exclusive title to the Security Assets, free of any defect in the sense of Section 1107 of the Civil Code and free of any right from an obligation or right *in rem* or other right for the benefit of any other person, and no steps have been taken to create any such defect or any such right in the Security Assets for the benefit of any other person, except for this Security and other restrictions created or permitted under this Agreement; and
 - (ii) it has not created a pledge over its enterprise, any of its parts or a collective business asset that is (in whole or in part) formed by any Security Asset.

- (b) (i) It is not aware of any adverse claim by any person in respect of its exclusive title to the Security Assets; and
- (ii) no Security Asset is the subject of a dispute or claim; and
- (iii) there are no overdue debts in relation to the Security Assets.

7. SECURITY ASSETS

7.1 Representations – Bank Accounts

The Security Provider represents to the Security Agent that:

- (a) it has no bank accounts other than the Bank Accounts or other bank accounts approved under the Finance Documents;
- (b) it does not owe the Account Bank any overdue amount in connection with the Bank Account Agreement;
- (c) each Bank Account Agreement is a valid and enforceable agreement in respect of a current account, deposit account or account, receivables arising to the Security Provider under or in connection with any Bank Account Agreement are valid and enforceable;
- (d) no Bank Account Agreement contains a prohibition on assignment or pledge of receivables arising under or in connection with the Bank Account Agreement; and
- (e) if for the assignment or pledging of receivables arising under or in connection with the Bank Account Agreement there is required a consent of the Account Bank, the Security Provider has obtained all the required consents.

7.2 Accounts

- (a) The Security Provider must not, except as permitted in the Finance Documents, without the prior written consent of the Security Agent:
 - (i) terminate any Bank Account or, terminate fully or partially, any Bank Account Agreement;
 - (ii) amend a Bank Account Agreement in a manner which may adversely affect the rights of the Security Agent under this Agreement; or
 - (iii) grant an authorisation to any person to dispose of any amount standing to the credit of a Bank Account nor may it deliver any such authorisation to the Account Bank, unless the authorisation only reflects changes in its management team, procurators, employees or other representatives, to the extent required to conduct its day-to-day business.
- (b) The Security Agent's consent under paragraph (a) above is subject to the existing or the proposed new account bank keeping the bank account on the terms of this Agreement.
- (c) The Account Bank must be changed to another bank or financial institution if the Security Agent so requires. The Security Provider must take any action which the Security Agent may

require to facilitate a change of Account Bank for another bank or financial institution, including any transfer of credit balances according to the Security Agent's instructions.

7.3 Operation of accounts

- (a) Before an Event of Default occurs, the Security Provider is entitled to use each Bank Account in accordance with the provisions of the Accounts Agreement, including without limitation clause 6 (Debt Service Reserve Account), clause 7 (Maintenance Reserve Account) and clause 8 (Capex Reserve Account).
- (b) After an Event of Default occurs and is outstanding:
 - (i) the Security Provider may not dispose of amounts standing to the credit of a Bank Account;
 - (ii) the Security Agent may notify the Account Bank of the Event of Default and revoke the authorisations described in paragraph (a) above; and
 - (iii) if for any reason the Security Provider receives any moneys from the Bank Accounts or any moneys that were to be accepted to the Bank Accounts, it must immediately pay those moneys into a Bank Account.

8. WHEN SECURITY BECOMES ENFORCEABLE

This Security will become immediately enforceable if:

- (a) an Event of Default occurs pursuant to clause 21 (*Events of Default*) of the Credit Agreement and is outstanding; and
- (b) the Security Provider fails to pay in full any Secured Debt when due.

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) After this Security has become enforceable, the Security Agent may immediately, in its absolute discretion, to the extent permitted by, and in accordance with, the Credit Agreement, exercise any rights under:
 - (i) this Agreement; or
 - (ii) applicable lawin any manner it sees fit.
- (b) This includes:
 - (i) the Security Agent notifying the Account Bank of the enforcement and of the amount and due date of the Secured Debts and, pursuant to Section 1339 of the Civil Code, ordering the Account Bank to pay the Security Agent without undue delay the balance on each Bank Account up to the amount of the due Secured Debts; and
 - (ii) Unilaterally setting off any amounts related to the Security Assets by against due receivables for payment of the Secured Debts.

- (c) In the event it is necessary for the enforcement of the Security under this Clause 9, the Security Provider authorises the Security Agent to make, after commencement of enforcement of the Security, any acts on behalf of the Security Provider, including acting in any proceedings before the relevant courts or other public authorities that are necessary for the realisation of the Security and for the assignment of the receivables forming the Security Assets. The Security Agent's authorisation under this paragraph (c) will terminate by expiration of the Security Period. The Security Provider declares that it is aware and agrees that, in such an event, its interests may be in conflict with the interests of the Security Agent.

9.2 Receipts after this Security has become enforceable

If, after this Security has become enforceable, the Security Provider receives any payment relating to the Security Assets, it must immediately transfer an amount equal to that payment to the Security Agent. This is without prejudice to any right the Security Agent may have against the person who has made that payment.

9.3 Right to hold proceeds

- (a) If the Security Agent receives any proceeds of enforcement of this Security at a time when, under the Finance Documents, no amount is payable but at a time when an amount may become payable or becomes payable in the future, the Security Agent may hold the proceeds. This is without prejudice to any other right the Security Agent may have.
- (b) The Security Agent may unilaterally set off any receivables for the repayment of the Secured Debts against that amount once a Secured Debt becomes due and payable.

10. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Security Agent under this Agreement after this Security has become enforceable or any moneys by which the Security Agent's claims are decreased as a result of exercising its rights under this Agreement must be applied in the order of priority according to clause 14.7 (*Partial payments*) of the Credit Agreement.
- (b) Any surplus from the proceeds of the realisation of this Security must be released by the Security Agent to the Security Provider no later than 20 Business Days after the end of the Security Period.

11. CHANGES TO THE PARTIES

11.1 Security Provider

The Security Provider may not assign or transfer any of its rights or obligations under this Agreement without the consent of the Security Agent.

11.2 Security Agent

- (a) For the purposes of this Clause, a **Transfer Certificate** means a certificate substantially in the form of Schedule 1 (Form of Transfer Certificate).
- (b) The Security Agent (for the purposes of this Clause, the **Existing Security Agent**) may resign in the manner permitted under the Credit Agreement.
- (c) (i) This Security will automatically transfer to the person appointed as the new Security Agent under the Credit Agreement (for the purposes of this Clause, a **New Security**

Agent) on the date the Existing Security Agent resigns, the New Security Agent is appointed in accordance with the Credit Agreement and the receivables for the payment of the Secured Debts are assigned to the New Security Agent.

- (ii) In addition to the automatic transfer of this Security in accordance with paragraph (i) above, the Existing Security Agent and the New Security Agent must execute a Transfer Certificate promptly after the appointment of the New Security Agent. With effect from the date of a Transfer Certificate:
 - (A) and to the extent to which any rights and obligations of the Existing Security Agent have not automatically transferred to the New Security Agent, the Existing Security Agent transfers all its rights and obligations under this Agreement to the New Security Agent and the New Security Agent accepts those rights and obligations; and
 - (B) this Agreement is supplemented by the Transfer Certificate and all references to the Existing Security Agent will be construed so as to refer to the New Security Agent, unless the context otherwise requires.
- (iii) The Security Provider:
 - (A) consents to the transfer of the rights and obligations of the Security Agent to the Security Agent's permitted successor under the Credit Agreement; and
 - (B) must grant its consent to the transfer of the rights and obligations to the New Security Agent if the Existing Security Agent so requests.

12. MISCELLANEOUS

12.1 Amendments

Unless otherwise agreed in the Credit Agreement, any term of this Agreement may be amended by an agreement in writing between the Security Agent and the Security Provider.

12.2 Language and counterparts

This Agreement has been executed in the English language in four counterparts. Each Party will receive one counterpart and the remaining counterpart will be used for registering the negative pledge in the Pledge Register. All documents provided under or in connection with this Agreement other than in the English language shall be accompanied by an English translation of the same certified by an authorised signatory of the Security Provider to be true and accurate.

12.3 Waiver of right to extinction of obligation

The Security Provider waives its right to claim extinction of obligations from this Agreement in the sense of Section 2000 of the Civil Code.

13. INDEMNITY

- (a) Without prejudice to the liability of any Obligor under or in relation to the Credit Agreement and other Finance Documents, the Security Provider must, within 5 Business Days of demand, indemnify the Security Agent against any cost, loss or liability (including legal fees) relating to or arising in connection with this Agreement and incurred by it (otherwise, in each

case, than by reason of the Security Agent's own gross negligence or wilful misconduct) as a result of:

- (i) any failure by the Security Provider to comply with its obligations under Clause 29.3 (*Enforcement costs*) or Clause 29.4 (*Security Agent management time*) of the Credit Agreement in relation to this Agreement or Security created under this Agreement;
 - (ii) acting or relying on any notice, request or instruction which the Security Agent reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) the taking, holding, protection or enforcement of the Security under this Agreement;
 - (iv) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent by this Agreement or by law;
 - (v) any default by the Security Provider in the performance of any of the obligations expressed to be assumed by it in this Agreement;
 - (vi) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Credit Agreement in relation to this Agreement; or
 - (vii) acting as Security Agent under this Agreement.
- (b) The Security Agent may, in priority to any payment to the Finance Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 13 and will have a lien on the Security under this Agreement and the proceeds of enforcement of those Security for all moneys payable to it.
- (c) The indemnities in this Clause 13 shall survive the termination or discharge of this Agreement and the resignation or removal of the Security Agent.

14. DISAPPLICATION OF CERTAIN PROVISIONS OF THE CIVIL CODE

The Parties agree that Section 1361, second and third sentence of Section 1727, first sentence of Section 1805 (2) and Section 1936 (1) of the Civil Code will not apply for the purposes of this Agreement.

15. RELEASE AND TERMINATION

- (a) At the end of the Security Period:
- (i) this Security and other restrictions created under this Agreement terminate;
 - (ii) the Security Provider must, at its own cost, perform whatever act is necessary to delete the negative pledge from the Pledge Register; and
 - (iii) all rights and obligations of the Parties under this Agreement terminate.
- (b) At the request and cost of the Security Provider, the Security Agent will issue to the Security Provider a confirmation of termination of the Security that will, among others, state the date on which the Security Period has ended and that all rights and obligations of the Parties under this Agreement have terminated.

16. GOVERNING LAW

- (a) This Agreement, any obligations under it and any non-contractual obligations arising in connection with it are governed by Czech law.
- (b) The pledge and any prohibitions created as rights *in rem* created or to be created under this Agreement are governed by Czech law.

17. JURISDICTION

The courts of the Czech Republic have exclusive jurisdiction to settle any dispute in connection with this Agreement.

18. CONSENT

- (a) The Account Bank hereby grants its consent to the creation of the Security under this Agreement over the Security Assets, ie. all of the Security Provider's receivables arising under or in connection with each relevant Bank Account Agreement, including any receivable of the Security Provider from the Account Bank for:
 - (i) the payment of any amount standing to the credit of a Bank Account;
 - (ii) the payment of any amount (including a receivable which results from unjust enrichment) if a Bank Account Agreement is void, non-existent (in Czech *zánlivý*), ineffective or unenforceable, cancelled, rescinded or terminated in any other way; and
 - (iii) the payment of any amount on the basis of a contractual penalty or breach of contractual or statutory duties by an Account Bank,including all their accessions.
- (b) The Security Provider hereby instructs (and authorises) the Account Bank to act according to any notice or instruction by the Security Agent in respect of any Bank Account. This instruction may be revoked only with the prior consent of the Security Agent.
- (c) The Account Bank confirms and agrees that, unless otherwise stipulated or permitted under the Account Agreement:
 - (i) it accepts the instruction contained paragraph (b) above and will comply with the terms of this Agreement;
 - (ii) it has not received notice of the interest of any third party in any Bank Account;
 - (iii) it is not entitled from any security interest, right to set-off, counterclaim, suspension of performance or other right in respect of any Bank Account and it agrees to exclude application of Section 1985 of the Civil Code and consequently will not set off any amount standing to the credit of a Bank Account against any debt of the Security Provider to it under the Bank Account Agreement;
 - (iv) for so long as the pledge over the Security Assets created under this Agreement is in force, it waives any right of pledge over the Security Assets which it may have under its general banking conditions or otherwise;

- (v) with effect from receipt of a notice of an Event of Default, it will cease to carry out the Security Provider's instructions relating to the Bank Accounts and any moneys standing to the credit of the Bank Accounts; and
- (vi) without undue delay after receipt of a notice of enforcement, it will pay to the Security Agent at its request the balance of each Bank Account up to the amount of the Secured Debts in accordance with Section 1339 of the Civil Code.

SCHEDULE 1

FORM OF TRANSFER CERTIFICATE

From: [SECURITY AGENT] (the **Security Agent**)

[NEW SECURITY AGENT]

To: [SECURITY PROVIDER] (the **Security Provider**)

[DATE]

Agreement on pledge of receivables from bank accounts dated [DATE] between the Security Provider and the Security Agent (the Pledge Agreement)

We refer to the Pledge Agreement. This is a Transfer Certificate (as defined in the Pledge Agreement).

Unless expressly defined in this Transfer Certificate, capitalised terms have the same meaning as in the Pledge Agreement.

1. We [SECURITY AGENT] (the **Existing Security Agent**) and [NEW SECURITY AGENT] (the **New Security Agent**) have agreed that the Existing Security Agent transfers [all of its][present and future] rights and obligations under the Finance Documents, including under the Pledge Agreement, to the New Security Agent.
2. The Security created under the Pledge Agreement automatically transferred to the New Security Agent upon the resignation of the Existing Security Agent, the appointment of the New Security Agent in accordance with the Credit Agreement and the transfer of the receivables for the payment of the Secured Debts to the New Security Agent on [DATE].
3. All rights and obligations under the Pledge Agreement which have not automatically transferred to the New Security Agent together with the receivables for the payment of the Secured Debts are transferred by way of this Transfer Certificate. The transfer is effective on the date of this Transfer Certificate.
4. The administrative details of the New Security Agent for the purposes of the Pledge Agreement are set out in the Schedule.
5. The New Security Agent's receivables for the payment of the Secured Debts include, but are not limited to, the current outstanding principal amount of the Credit Agreement (as defined in the Pledge Agreement), in an amount of [CURRENCY][AMOUNT].
6. The New Security Agent accepts the Security under the Pledge Agreement as security for the Secured Debts.
7. This Transfer Certificate, the obligations under it and any non-contractual obligations arising in connection with it are governed by Czech law.

The Schedule

Administrative details of New Security Agent

[details of address for notices, payment details and full registered name and address]

Security Agent

[SECURITY AGENT]

Name:
Position: [●] / [under power of attorney]

Name:
Position: [●] / [under power of attorney]

New Security Agent

[NEW SECURITY AGENT]

Name:
Position: [●] / [under power of attorney]

Name:
Position: [●] / [under power of attorney]

We agree to the transfer contemplated by this Transfer Certificate.

Security Provider

[SECURITY PROVIDER]

Name:
Position: [●] / [under power of attorney]

SIGNATORIES

Security Provider



Name:
Position: representative of the Security Provider

Security Agent

HSBC BANK PLC



Name: Jana Maršálková
Position: under power of attorney

Account Bank

ČESKÁ EXPORTNÍ BANKA, A.S.



Name: Jaroslav Výborný
Position: Chairman of the Board of Directors



Name: Emil Holan
Position: **Member of the Board of Directors**



V Praze dne 08 -11- 2019



V Praze dne 08 -11- 2019

