

**AGREEMENT FOR REGISTERED PLEDGE AND ORDINARY PLEDGE
OVER THE RIGHTS UNDER THE BANK ACCOUNT AGREEMENTS**

This Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements (the "**Pledge Agreement**") has been concluded on the day [●] by the following parties ("**Parties**"):

(1) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ("**Pledgor**"); and

(2) **Exportní garanční a pojišťovací společnost, a.s.**

ID No.: 45279314

registered seat at: Vodičkova 701/34, Prague 11000, Czech Republic

registered in the Commercial Register maintained by Municipal Court in Prague, B 1619

("Pledgee")

The above entities shall hereinafter be jointly referred to as the "**Parties**", and individually as a "**Party**".

BACKGROUND:

(A) On [REDACTED], the Pledgee, the Pledgor and Original Lender entered into the Guarantee Agreement.

(B) On [REDACTED], the Pledgee issued the Guarantee, the purpose of which was to secure the Pledgor's debts arising under the Facility Agreement.

[REDACTED] As of [REDACTED], the Pledgor was in default under the Facility Agreement in the amount of [REDACTED] including appurtenance. Therefore, the Original Lender called the Guarantee and officially asked for the payment on [REDACTED].

(D) [REDACTED] Based on the called Guarantee, the Pledgee paid in favor of the Original Lender the amount of [REDACTED].

(E) [REDACTED], the Pledgee delivered a notice of subrogation to the Original Lender in the amount of the existing indebtedness at the time, and has therefore entered, in accordance with the Guarantee, the Guarantee Agreement and Czech Act No. 89/2012 Coll (the Czech Civil

Code), into the positions and rights of the Original Lender, including all accessories and security pursuant to Article 17.1 of the Facility Agreement (“**Subrogated receivable**”).

- (F) The Parties concluded a [REDACTED] to regulate their mutual rights and obligations on [REDACTED] (“[REDACTED]”).
- (G) All legal relations listed in point A-F above are governed by Czech law.
- (H) In line with Clause 7.3 of the Guarantee Agreement and [REDACTED], the Pledgor and the Pledgee decided to enter into the Pledge Agreement and establish the Registered Pledge and the Ordinary Pledge on Pledged Receivables (all terms as defined below) on the terms set forth herein.

IT IS AGREED as follows:

1 INTERPRETATION

1) Definitions

In this Pledge Agreement, the following terms shall have the meaning given in Article 1.1:

Account Agreement	means any agreement on establishment and maintenance of an account between the Pledgor and the respective Bank, specified in Schedule 1 (Accounts), on the basis of which the respective Bank maintains the Accounts.
Accounts / Bank Accounts	means the accounts held by the Pledgor with the respective Bank and specified in Schedule 1 (Accounts).
Act on the Registered Pledge	means the Act on the Registered Pledge and Pledge Register dated 6 December 1996 (consolidated text: Journal of Laws of 2018, item 2017, as amended);
Banks (and “Bank” means any of them)	means the following banks: [REDACTED]. seated in Warsaw, Poland
Business Day	shall mean each day, except for Saturday, Sunday or a national holiday in Poland;
Catalogue of Description of the Object of Pledge	means a catalogue of the ways to describe the object of a pledge, constituting an appendix to the Ordinance of the Minister of Justice of 15 October 1997 on Organizing and Keeping a Register of Pledges (Journal of Laws No. 134, item 892, as amended);
Civil Code	means the polish Civil Code of 23 April 1964 (consolidated text: Journal of Laws of 2023, item 1610, 1615, 1890, 1933, as amended);

Code of Civil Procedure	means the polish Code of Civil Procedure of 17 November 1964 (consolidated text: Journal of Laws of 2023, item 1550, 1429, 1606, 1615, 1667, 1860, as amended);
Existing Finance Documents	means those Finance Documents that were entered into before or on the date of this Pledge Agreement and [REDACTED].
Event of Default	has the meaning assigned to this term in the [REDACTED] and Facility Agreement;
Facility Agreement	means the facility agreement in the original amount [REDACTED] [REDACTED] [REDACTED].
Guarantee	means a [REDACTED] [REDACTED] issued by the Pledgee in favor of the Original Lender.
Guarantee Agreement	means financial guarantee agreement No. [REDACTED] concluded between Pledgor, Pledgee and Original lender.
Ordinary Pledge	means the ordinary pledge established over Pledge Receivables in accordance with Article 2.1;
Original Lender	means [REDACTED] [REDACTED] [REDACTED].
Pledge Register	means the register of pledges maintained by the Registered Pledge Court in Poland;
Pledged Receivables	means all of the Pledgor's monetary receivables against the Banks existing on the date of this Agreement or arising in future under any Account Agreement including any receivables for funds deposited, from time to time, in the Account, and consisting of any amount standing to the credit of the Accounts together with all accrued interest, including any receivables resulting from an unjust enrichment (or any right of similar concept) arising from termination or invalidity of the Account Agreement and appurtenances to such receivables.

Registered Pledge

means the registered pledge on the Pledge Receivables established in accordance with Article 2.4.;

Secured Debt

means the monetary debt of the Pledgor to the Pledgee that: (i) exists as at the date of this Agreement under the Subrogated receivable, (ii) is conditional, or (iii) arises in the future until 27 August 2028, up to the maximum amount of EUR 90,000,000 for the:

a. repayment of the principal under Subrogated receivable and appurtenances thereto;

b. payment of all fees and premiums arising under or in connection with the Existing Finance Document 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 of unjust enrichment in connection with the withdrawal from, invalidity or non-existence (in Czech: "zdánlivost") 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.

Security Period

means the period beginning on the date of this Pledge Agreement and ending on: (i) the date on which the Secured Debt have been validly, effectively and unconditionally paid or discharged in full and have expired (provided that on the same day or earlier the obligations of the Pledgee to disburse any sums to the Pledgor or any third party under or in connection with the Facility Agreement expire); or (ii) the date on which the Pledgee releases (PL: *zrzeknie się*) the Pledges

created under this Agreement in accordance with applicable law.

Subrogated receivable

has the meaning set out in Preamble, letter E.

Standstill Agreement

has the meaning set out in Preamble, letter F.

2) Interpretation

- 1) An “**Article**” or an “**Appendix**” means an article of this Pledge Agreement or an appendix to this Pledge Agreement, unless the context of this Pledge Agreement indicates otherwise;
- 2) Unless the Pledge Agreement provides otherwise, any term used in any Appendix or in any notice given under or in connection with the Pledge Agreement shall have the same meaning in that Appendix or notice as in the Pledge Agreement;
- 3) Any terms written in upper case and not defined herein shall have the meaning given to them in the Facility Agreement or in the Intercreditor Agreement.
- 4) If the context so requires, the terms in singular cover the terms in plural and vice-versa.


2 CREATION OF SECURITY

Establishment of the Ordinary Pledge

- 1) In order to secure the Secured Debt, the Pledgor establishes in favor of the Pledgee a first-ranking ordinary pledge over Pledge Receivables.
- 2) The Pledgee consents to the establishment of the Ordinary Pledge.
- 3) The Ordinary Pledge will expire on the earlier of the following dates: (i) on the date of receipt by the Pledgee of the decision of the district (commercial) court regarding the registration of the respective Registered Pledge in the register of pledges; or (ii) at the end of the Security Period.

Establishment of the Registered Pledge

- 4) In order to secure the due and timely payment of the Secured Debt, the Pledgor hereby establishes in favor of the Pledgee the Registered Pledge on the Pledged Receivables. Then Pledgee hereby consents to the establishment of the Registered Pledge in their favor.
- 5) The Registered Pledge secures the repayment of the Secured Debt up to the highest security sum EUR 90,000,000 (in words: ninety million euro).
- 6) In accordance with the Catalogue of Description of the Object of Pledge, the object of the Registered Pledge shall be defined as “receivables and future rights” (item D1 in the Catalogue of Description of the Object of the Pledge) and shall be described essentially in the following manner:

- | | |
|--|--|
| A. Type of the receivable: | monetary receivable [PL: wierzytelność pieniężna] |
| B. Authorized entities: | Bank as in Schedule 1 |
| C. Obligated entities: |  |
| D. Name (designation) of the legal relationship: | bank account number as in Schedule 1 |
| E. Value of the collateral (nominal sum, interest rate): | balance of Account and interest rate as in Schedule 1 |

F. Type of security for receivables: none

7) Within 10 (ten) Business Days from the date of the commencement of the Pledge Agreement the Pledgor shall file an appropriate application with the Registered Pledge Court for the registration of the Registered Pledge in the Pledge Register. The Pledgor shall forward to the Pledgee a copy of the application, duly filed and paid form, with confirmation of receipt by the Registered Pledge Court.

8) The Pledgor shall exercise due care in order to enter the Registered Pledge in the Pledge Register; by the time the Registered Pledge are finally and duly entered in the Pledge Register, the Pledgor, in particular:

- 1) shall not withdraw any of the motions for the registration of the Registered Pledge;
- 2) shall undertake all actions that may be required or necessary to duly register the Registered Pledge in the Pledge Register;
- 3) shall rectify all formal errors in the motions for registration of the Registered Pledge within the time period determined by the Registered Pledge Court; the Pledgor shall do the above at its own expense with the exception of costs incurred due to the negligence of the Pledgee; and
- 4) shall sign the annex to the Pledge Agreement, if it is necessary for formal reasons.

After the delivery of the decision of the Registered Pledge Court regarding the registration of a given Registered Pledge in the Pledge Register, the Pledgor:

- (i) shall verify whether the Registered Pledge was registered according to the Pledge Agreement and the filed motion; and
- (ii) if needed, at its own expense and in due time, the Pledgor shall take all actions stipulated in the provisions of law in order to eliminate any possible errors and irregularities contained in the decision of the Registered Pledge Court regarding the registration of the Registered Pledge.

9) Subject to applicable legal provisions, the Registered Pledge shall remain effective regardless of any changes which the Pledged Receivables may undergo.

10) The Pledgor shall pay all costs incurred in connection with the registration of the Registered Pledge in the Pledge Register and in connection with a change or deletion of such registration, as well as all costs incurred in connection with the maintenance of the Registered Pledge with the exception of costs incurred due to the negligence of the Pledgee.

11) All the security created under this Agreement:

- 1) is continuing security for the payment and discharge of the Secured Debt and will extend to the ultimate balance of all sums due from the Pledgor under or in connection with the Facility Agreement, regardless of any intermediate payment or discharge in whole or in part of the Secured Debt; and
- 2) is in addition to, and is not in any way prejudiced by, any other Security Interest now or subsequently held by any Pledgee.

12) The Pledgor consents to the security established hereunder as continuing security for the Secured Debt following any novation of the Secured Debt or any part thereof.

13) Each of the Registered Pledges will expire at the end of the Security Period.

3 NOTICE OF NEW BANK ACCOUNTS

1) The Pledgor must promptly notify the Pledgee of opening a New Bank Account, however, no later than within 10 (ten) Business Days from the date thereof.

2) No later than 10 (ten) Business Days from the date of opening a New Bank Account referred to in Article 3.1, the Pledgor must establish a registered and ordinary pledge over each New Bank

Account as security for the Secured Debt by entering into an agreement substantially in the form of this Agreement with any amendments which the Pledgee may reasonably require.

4 NOTICE TO THE BANKS

The Pledgor shall:

- 1) notify each Bank (within 10 (ten) Business Days from the date hereof) of the execution of this Agreement and establishment of the relevant Ordinary Pledge by sending a notice in the form of **Schedule 2 Part 1** (*Form of Notice of the Ordinary Pledge*);
- 2) procure that the Bank provides the Pledgee (within 10 (ten) Business Days from the date hereof) with a statement from the Bank confirming that the annotations on the relevant Ordinary Pledge have been duly made by the Bank, substantially in the form of **Schedule 2 Part 2** (*Form of Acknowledgement of the Ordinary Pledge*);
- 3) notify each Bank (within 5 (five) Business Days from the Pledgor's receipt of the court's decision to register the relevant Registered Pledge in the pledge register) about the establishment of the relevant Registered Pledge by delivery of a notice in the form of **Schedule 3 Part 1** (*Form of Notice of the Registered Pledge*) together with a copy of the court decision on registration of the relevant Registered Pledge in the pledge register; and
- 4) procure that each Bank provides the Pledgee (within 150 (fifteen) Business Days from the date of receipt by the Pledgor of the decision referred to in Article (c) above) with the statement of the Bank confirming the receipt of the notice of establishment of the relevant Registered Pledge in the form of **Schedule 3 Part 2** (*Form of Acknowledgement of the Registered Pledge*).

5 POWER OF ATTORNEY

- 1) The Pledgor, by way of security, irrevocably appoints the Pledgee (with full power of substitution and delegation) as its attorney-in-fact to take any action which the Pledgor must take hereunder on its behalf, and the Pledgor hereby ratifies and confirms all such actions taken by such attorney-in-fact.
- 2) The limitations set out in Article 108 of the Polish Civil Code do not apply to the power of attorney granted under Article 5.1.
- 3) The Pledgor waives the right to revoke the power of attorney granted by it pursuant to Article 5.1 and declares that this waiver is justified by the nature of the legal relationships between the Pledgor and the Pledgee created under this Agreement.
- 4) On the date hereof, the Pledgor shall provide the Pledgee with the executed power of attorney to the bank accounts in the form of Schedule 5 (Form of Power of Attorney to the Bank Accounts). Furthermore, the Pledgor shall procure that the Pledgee is provided (within 10 (ten) Business Days from the date hereof) with a statement from the Account Bank confirming the obligation of the Account Bank to comply with all of the instructions given to the Account Bank in accordance with the aforementioned power of attorney and the obligation of the Account Bank to respect all of the rights granted under the aforementioned power of attorney.

6 FURTHER ASSURANCES

- 1) The Pledgor shall at its own cost promptly do all such acts or execute all such documents as the Pledgee may reasonably specify (and in such form as the Pledgee may require in favor of the Pledgee or its nominee(s)) in connection with:

- 1) perfecting or protecting the rights created or intended to be created under or evidenced by this Pledge Agreement or for the exercise of any rights, powers and remedies of the Pledgee provided by or pursuant to the Facility Agreement or by applicable law;
- 2) ensuring that the Shares or Distributions and obligations of the Pledgor under this Pledge Agreement shall inure to the benefit of any successor, transferee or assignee of the Pledgee; or
- 3) facilitating the enforcement of any security created under this Agreement or the exercise of any right, power or discretion exercisable by the Pledgee or by any of its delegates in respect of any Shares or Distributions.

7 SECURITY REPRESENTATIONS

1) Representations.

The representations set out in this clause are made by the Pledgor to the Pledgee.

2) Binding obligations

The obligations expressed to be assumed by the Pledgor under this Agreement constitute legal, valid and binding obligations of the Pledgor under Polish law enforceable in accordance with the terms hereof.

3) Nature of security

This Agreement will create the Ordinary Pledges and, with effect from its registration, the Registered Pledges, which it purports to create and is not liable to be avoided or otherwise set aside on the Pledgor's liquidation, receivership, insolvency, bankruptcy or otherwise.

4) Ranking

The Ordinary Pledges and, with effect from its registration, the Registered Pledges give the Pledgee first priority in relation to all claims of any person to the Pledged Receivables.

5) Title

- 1) The Pledgor has full and exclusive title to all of the Pledged Receivables, free of any Security Interest (in each case except for the security created under this Agreement) and any other right or interest in favor of any other person and it has not agreed to encumber, nor has it agreed to dispose of, any of the Pledged Receivables in any manner whatsoever.
- 2) No Pledged Receivables are the subject of a dispute or claim.
- 3) The Pledged Receivables are not subject to any court, administrative, arbitration or enforcement proceedings and have not been seized by a public bailiff or other relevant entity, and there are no circumstances that could constitute grounds for the institution of such proceedings.
- 4) All authorizations, permits and consents required to be obtained in connection with the entry into and performance of this Agreement and creation and enforcement of any security hereunder have been obtained and are in full force and effect.

6) No conflict

- 1) Execution and delivery of this Agreement does not result in a breach of any provisions of the constitutional documents of the Pledgor, any provisions of law or obligation binding the Pledgor and/or any agreement to which the Pledgor is a party or by the provisions of which it is bound.
- 2) None of the constitutional documents of the Pledgor and no agreement (regardless of its form) to which the Pledgor is a party or by the provisions of which it is bound include provisions which may negatively affect or limit the establishment and enforcement of the Pledges.

7) No bankruptcy or restructuring proceedings

- 1) No motion for the declaration of bankruptcy or similar proceedings of the Pledgor have been filed by the Pledgor nor has the Pledgor submitted a representation to institute restructuring proceedings or other similar proceedings and there are no circumstances that may constitute grounds for the declaration of bankruptcy of the Pledgor or the institution of restructuring or similar proceedings against the Pledgor; in particular, the Pledgor is insolvent within the meaning of applicable law.
- 2) No motion for the declaration of bankruptcy or restructuring proceedings of the Pledgor has been filed by third parties.

8) Times for making representations

The representations set out in this Agreement (including in this clause) are made on the date of this Agreement.

8 RESTRICTIONS ON DEALINGS

- 1) The Pledgor may not without the prior written consent of the Pledgee create or permit the subsistence of any Security Interest on any of the Pledged Receivables.
- 2) Prior to the occurrence of an Event of Default which is continuing, the Pledgor may withdraw or transfer funds from the Accounts only in accordance with the Finance Documents and this Agreement.
- 3) Prior to the occurrence of the Event of Default, the Pledgor will be entitled to close any of the Bank Accounts encumbered with Registered Pledges and Ordinary Pledges established under this Agreement only if prior to the closing of a given Bank Account all of the funds deposited thereon are transferred to another bank account of the Pledgor encumbered in favour of the Pledgee.

9 PROCEDURE FOR ENFORCEMENT OF SECURITY

1) General

- 1) At any time following the occurrence of the Event of Default and if the Secured Debt or their part is due and payable, the Pledgee may immediately exercise any right under:
 - (i) applicable law; and
 - (ii) this Agreement,

to enforce all or any part of the security created under this Agreement in respect of any of the Pledged Receivables in any manner selected from the enforcement methods available under this Agreement or applicable law.

- 2) The Pledgee may enforce each of the Registered Pledges or Ordinary Pledges through court enforcement proceedings carried out in accordance with the provisions of the Code of Civil Procedure.
- 3) The Pledgee may change the method of enforcement.

2) Seizure of the title to the Accounts encumbered with the Registered Pledges

- 1) The Pledgee may enforce any of the Registered Pledges by seizing the title to the Pledged Receivable(s) (or a portion thereof) pursuant to Article 22 of the Act on Registered Pledge, by issuing to the Pledgor the Seizure Notice. The seizure shall take effect on the day on which the Pledgee issues the Seizure Notice.
- 2) The Pledged Receivable(s) shall be seized at a value equal to the balance of the funds deposited on the Bank Accounts as at the date of giving the Seizure Notice.
- 3) The seizure of the title to the Pledged Receivables will be performed by the withdrawal of all the funds deposited on the Bank Accounts or of any of them. The funds deposited on the Bank Accounts will be withdrawn up to the amount of the Pledged Receivables, and the Pledged Receivables will be reduced by the amount of the withdrawn funds.

10 RELEASE

- 1) Upon the expiry of the Security Period, the Pledgee, at the written request of the Pledgor, shall within 14 (fourteen) Business Days of such request provide the Pledgor with a declaration confirming the expiry of the Secured Debt.
- 2) The Pledgee shall not be required to declare the expiry of any Pledge if, according to a legal opinion provided by a reputable law firm, the repayment of the Secured Debt could reasonably be deemed as ineffective or invalid, in particular, under Article 127 and subsequent articles of the Bankruptcy Law, Article 304 of the Restructuring Law, Articles 527 and subsequent articles of the Civil Code or on another basis (until such ineffectiveness ceases to exist).

11 APPLICATION OF PROCEEDS

- 1) Any proceeds received by the Pledgee in connection with this Pledge Agreement must be applied towards satisfaction of the Secured Debt in accordance with the provisions of Facility Agreement
- 2) Should the amounts received by the Pledgee from the court enforcement of the Registered Pledge pursuant to this Agreement exceed the value of the Secured Debt, the Pledgee shall immediately promptly return any surplus to the Pledgor.
- 3) If the Pledgee has enforced the Registered Pledge by the seizure of Bank Accounts and the seizure value exceeds the amount of the Secured Debt, the surplus shall be paid to the Pledgor within 10 (ten) Business Days from the date of the Seizure.

12 COSTS

- 1) The Pledgor shall, upon the Pledgee's request, within 3 (three) Business Days, pay to the Pledgee the amount of all costs and expenses (including but not limited to legal fees) incurred by it in connection with the enforcement or preservation of any rights or security contemplated by this

Agreement, and any proceeding instituted by or against the Pledgee as a consequence of enforcing such rights or taking or holding the security contemplated by this Agreement.

13 TERM OF THE PLEDGE AGREEMENT

- 1) The Pledge Agreement shall expire upon the end of the Security Period.

14 NOTICES

- 1) Pledgee:

[REDACTED]

address: Vodičkova 34/701, 111 21 Praha 1

[REDACTED]

[REDACTED]

|

- 2) Pledgor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

|

15 LANGUAGE

- 1) This Pledge Agreement has been executed in Polish and in English. In case of any discrepancy between the two language versions, the English version shall prevail.
- 2) Any and all notices arising from the Pledge Agreement or related hereto shall be made in English and accompanied with a Polish version, if requested by the other Party or it is necessary to provide them to the Registered Pledge Court.

16 GOVERNING LAW AND SETTLEMENT OF DISPUTES

1) Governing Law

This Pledge Agreement has been made and shall be construed in accordance with the laws of Poland.

2) Settlement of Disputes

All disputes arising from the Pledge Agreement or disputes that may arise hereunder, with the reservation of matters relating to the entry in the Pledge Register, shall be settled by the common court of law appropriate for the city of Warsaw, for the district City Center (Śródmieście).

17 FINAL PROVISIONS

1) Amendments to the Pledge Agreement

Any and all amendments to the Pledge Agreement to be valid must be made in writing.

2) Copies

The Pledge Agreement is executed in three (3) identical copies, i.e. one (1) copy in each language for the Pledgor and the Pledgee, and one (1) copy in Polish for the Registered Pledge Court.

3) Assignment of Rights

None of the rights or obligations of the Pledgor hereunder may be assigned to another entity without the prior written consent of the Pledgee, but the Pledgee may make an assignment of rights arising from the Pledge Agreement on the terms and conditions stipulated in the Debt Documents.

4) Scope of Security

The security interests created hereunder constitute continuing security and extend to the ultimate balance of the Secured Debt and remain in force notwithstanding any intermediate payment or increase, amendment or novation of the Secured Debt or any transfer by the Pledgee of any of its rights and claims under the Facility Agreement to any third party. The security interests established under the Pledge Agreement constitute collateral and are in no manner limited by any other security established now or in the future in favor of the Pledgee.

5) Entering into the Rights of the Satisfied Creditor

To the extent permitted by mandatory provisions of law, the Pledgor undertakes not to exercise any rights in the case of entering in the rights of the satisfied creditor (should such right arise) until the full, final and unconditional satisfaction of the Secured Debt.

6) Severability

Subject to mandatory provisions of law, if any of the provisions of the Pledge Agreement is unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of the Pledge Agreement.

Schedules

Schedule No. 1	LIST OF BANK ACCOUNTS
Schedule No. 2	FORM OF NOTICES OF THE ORDINARY PLEDGE
Schedule No. 3	FORM OF NOTICES OF THE REGISTERED PLEDGE
Schedule No. 4	FORM OF SEIZURE NOTICE
Schedule No. 5	FORM OF POWER OF ATTORNEY TO THE BANK ACCOUNTS

Schedule 1
LIST OF BANK ACCOUNTS

No	Account number / IBAN	Name of the bank maintaining the account	Bank account agreement	Balance of account/date	Interest rate
■	████████████████████ ████████	████████████████ ████████████████	██████████████ ████████	████████ ██████████████ ████████	████
■	████████████████████ ████████	████████████████ ████████████████	██████████████ ████████	████████ ██████████████ ████████	████
■	████████████████████ ████████	████████████████ ████████████████	██████████████ ████████	████████ ██████████████ ████████	████

Schedule 2

FORM OF NOTICES OF THE ORDINARY PLEDGE

PART 1

FORM OF NOTICE OF THE ORDINARY PLEDGE

From:

[REDACTED]

To: [●] (the "Account Bank")

Cc: **Exportní garanční a pojišťovací společnost, a.s.**, having its registered office at Vodičkova 34/701, 111 21 Praha 1, Czech republic, entered in the Commercial Register maintained by the Municipal Court in Prague, Czech republic Section B, Insert 1619, under the registration number 45279314 (the "Pledgee")

[DATE]

Dear Sirs,

This is a notice to the Bank in respect of the establishment of Ordinary Pledge pursuant to the Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements, a copy of which is attached hereto.

The Pledgor gives you notice that under the Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements dated [DATE] (the "**Agreement**") between the Pledgor and the Pledgee, the Pledgor has pledged in favour of the Pledgee all its monetary receivables consisting of any amounts standing to the credit of the following accounts maintained by the Pledgor with you (Account Numbers):

[REDACTED]

(the "**Account(s)**" and the "**Pledged Receivables**").

1. The Pledgor and the Pledgee unconditionally instruct and authorise you to perform the following acts as soon as reasonably practicable following your receipt of a written notice from the Pledgee entitled "Enforcement Notice" which is addressed and delivered to [REDACTED]:
 - (a) to pay or to release any money standing to the credit of the Account(s), in accordance with any instructions which you receive from the Pledgee; and
 - (b) not to permit any withdrawal by the Pledgor of any money standing to the credit of the Account(s), without the prior written consent of the Pledgee and to hold all such money to the order of the Pledgee.
2. The Pledgee hereby confirms that until you receive an Enforcement Notice you may operate each Account in the ordinary course in accordance with the existing mandate relating to that Account.

3. In accordance with the terms and conditions applicable to the Account(s), the Pledgor and the Pledgee acknowledge and agree that you may charge, in connection with this notice, a monthly fee per Account as notified to the Pledgor. The Pledgor and the Pledgee accept the fact the [REDACTED] is entitled to set-off all its receivables and claims against the pledgee's receivables.
4. If required by you, the Pledgee will complete such documentation as you may reasonably request to establish the authority and identity of individuals issuing instructions on its behalf.
5. The instructions and authorizations which are contained in this notice shall remain in full force and effect until (i) the Pledgor and the Pledgee together give you five (5) calendar days notice in writing revoking them, or (ii) you give the Pledgor and the Pledgee twenty (20) calendar days' written notice terminating this notice and your acknowledgement of this notice.
6. You may comply with the instructions contained in this notice, and any instruction, request or communication delivered in connection with it, without (i) verifying the authority of the persons executing such notice, instruction, request or communication to act on behalf of the Pledgor or the Pledgee, (ii) without verifying the authenticity of such notice, instruction, request or communication and (iii) without any enquiry as to the justification for or validity of any such notice, instruction, request or communication. You are entitled to rely on any notice or instruction from, or allegedly from, the Pledgee or the Pledgor that appears on its face to be genuine and correct. You shall not be liable to the Pledgor or the Pledgee for any action taken under this notice, or with respect to the Account(s), if such action is undertaken in good faith in accordance with this notice or pursuant to an instruction, request or communication that appears on its face to be from the Pledgee or the Pledgor. To the maximum extent permitted by law, you shall not be liable to the Pledgor or the Pledgee for indirect, incidental, consequential or special damages or any increased costs or expenses or any loss of profit, business, contracts, revenues or anticipated savings.
7. You are not obliged to comply with any instructions received from the Pledgee or the Pledgor or to undertake the transactions set out in this notice or an Enforcement Notice where (a) due to circumstances not within your reasonable control you are unable to comply with such instructions, or (b) to comply with such instructions would in your reasonable opinion be contrary to any court order or applicable law. In the event that you are unable to comply with any instructions due to the circumstances set out in this paragraph, you shall not be responsible for any loss whatsoever caused to the Pledgee or to the Pledgor.
8. The Pledge shall not have any effect on your right to set-off at any time and without prior notice any of your claims (whether matured or unmatured) vis-à-vis the Pledgor against any of the Pledged Receivables (whether matured or unmatured) and you shall thus be fully entitled, regardless of any rights of the Pledgor and the Pledgee, to debit amounts corresponding to any of your claims (whether matured or unmatured) from the Account(s).
9. The Pledgor agrees to indemnify you in full against all liabilities, damages, claims, losses, costs, expenses or demands suffered by you or made against you in connection with this notice, save to the extent that such liability, damage, claim, loss, cost, expense or demand is suffered by you or made against you as a result of your willful misconduct or fraud. The instructions and authorizations in this notice supersede any instructions and authorizations to the contrary given to you by or on behalf of the Pledgor.
10. It is acknowledged by the Pledgor and the Pledgee that you are not bound by, and have no knowledge of, the terms and conditions of the Pledge or any related document (other than this notice) and no implied duties or obligations of you shall be read into this notice, your acknowledgement or any Enforcement Notice.
11. This notice may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.
12. This notice is governed by Polish law. Any disputes arising in connection with this notice shall be exclusively resolved by the competent court of Poland, in the jurisdiction of territorial competence of which is the registered seat of [REDACTED].

Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Pledgee at Vodičkova 34/701, 111 21 Praha 1, Czech republic, copied to us at [REDACTED]

Yours faithfully

[REDACTED]

Represented by

Name:

Position:

Represented by

Name.

Position:

Exportní garanční a pojišťovací společnost, a.s.

Represented by

Name:

Position: under power of attorney

PART 2
FORM OF ACKNOWLEDGEMENT OF THE ORDINARY PLEDGE

From: [●] (the "Account Bank")

To: **Exportní garanční a pojišťovací společnost, a.s.**, having its registered office at Vodičkova 34/701, 111 21 Praha 1, Czech republic, entered in the Commercial Register maintained by the Municipal Court in Prague, Czech republic Section B, Insert 1619, under the registration number 45279314 (the "Pledgee")

Cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

|

[DATE]

Dear Sirs,

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated [●] and addressed to us by the Pledgor and the Pledgee regarding the accounts:

[REDACTED]

[REDACTED]

[REDACTED]

We confirm that we accept the instructions and authorizations contained in the notice and agree to comply with the terms thereof.

Yours faithfully,

By: _____

Name: _____

Schedule 3

FORM OF NOTICES OF THE REGISTERED PLEDGE

PART 1

FORM OF NOTICE OF THE REGISTERED PLEDGE

From:

[REDACTED]

To: [●] (the "Account Bank")

Cc: **Exportní garanční a pojišťovací společnost, a.s.**, having its registered office at Vodičkova 34/701, 111 21 Praha 1, Czech republic, entered in the Commercial Register maintained by the Municipal Court in Prague, Czech republic Section B, Insert 1619, under the registration number 45279314 (the "Pledgee")

[DATE]

Dear Sirs,

This is a notice to the Bank in respect of the establishment of Registered Pledge pursuant to the Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements, a copy of which is attached hereto.

The Pledgor gives you notice that under the Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements dated [DATE] (the "**Agreement**") between the Pledgor and the Pledgee, the Pledgor has pledged in favor of the Pledgee all its monetary receivables consisting of any amounts standing to the credit of the following accounts maintained by the Pledgor with you (Account Numbers):

[REDACTED]

(the "**Account(s)**" and the "**Pledged Receivables**").

4. The Pledgor and the Pledgee unconditionally instruct and authorize you to perform the following acts as soon as reasonably practicable following your receipt of a written notice from the Pledgee entitled "Enforcement Notice" which is addressed and delivered to [REDACTED]:
 - (a) to pay or to release any money standing to the credit of the Account(s), in accordance with any instructions which you receive from the Pledgee; and
 - (b) not to permit any withdrawal by the Pledgor of any money standing to the credit of the Account(s), without the prior written consent of the Pledgee and to hold all such money to the order of the Pledgee.
5. The Pledgee hereby confirms that until you receive an Enforcement Notice you may operate each Account in the ordinary course in accordance with the existing mandate relating to that Account.

6. In accordance with the terms and conditions applicable to the Account(s), the Pledgor and the Pledgee acknowledge and agree that you may charge, in connection with this notice, a monthly fee per Account as notified to the Pledgor. The Pledgor and the Pledgee accept the fact the [REDACTED] is entitled to set-off all its receivables and claims against the pledgee's receivables.
9. If required by you, the Pledgee will complete such documentation as you may reasonably request to establish the authority and identity of individuals issuing instructions on its behalf.
10. The instructions and authorizations which are contained in this notice shall remain in full force and effect until (i) the Pledgor and the Pledgee together give you five (5) calendar days notice in writing revoking them, or (ii) you give the Pledgor and the Pledgee twenty (20) calendar days' written notice terminating this notice and your acknowledgement of this notice.
11. You may comply with the instructions contained in this notice, and any instruction, request or communication delivered in connection with it, without (i) verifying the authority of the persons executing such notice, instruction, request or communication to act on behalf of the Pledgor or the Pledgee, (ii) without verifying the authenticity of such notice, instruction, request or communication and (iii) without any enquiry as to the justification for or validity of any such notice, instruction, request or communication. You are entitled to rely on any notice or instruction from, or allegedly from, the Pledgee or the Pledgor that appears on its face to be genuine and correct. You shall not be liable to the Pledgor or the Pledgee for any action taken under this notice, or with respect to the Account(s), if such action is undertaken in good faith in accordance with this notice or pursuant to an instruction, request or communication that appears on its face to be from the Pledgee or the Pledgor. To the maximum extent permitted by law, you shall not be liable to the Pledgor or the Pledgee for indirect, incidental, consequential or special damages or any increased costs or expenses or any loss of profit, business, contracts, revenues or anticipated savings.
12. You are not obliged to comply with any instructions received from the Pledgee or the Pledgor or to undertake the transactions set out in this notice or an Enforcement Notice where (a) due to circumstances not within your reasonable control you are unable to comply with such instructions, or (b) to comply with such instructions would in your reasonable opinion be contrary to any court order or applicable law. In the event that you are unable to comply with any instructions due to the circumstances set out in this paragraph, you shall not be responsible for any loss whatsoever caused to the Pledgee or to the Pledgor.
13. The Pledge shall not have any effect on your right to set-off at any time and without prior notice any of your claims (whether matured or unmatured) vis-à-vis the Pledgor against any of the Pledged Receivables (whether matured or unmatured) and you shall thus be fully entitled, regardless of any rights of the Pledgor and the Pledgee, to debit amounts corresponding to any of your claims (whether matured or unmatured) from the Account(s).
9. The Pledgor agrees to indemnify you in full against all liabilities, damages, claims, losses, costs, expenses or demands suffered by you or made against you in connection with this notice, save to the extent that such liability, damage, claim, loss, cost, expense or demand is suffered by you or made against you as a result of your willful misconduct or fraud. The instructions and authorizations in this notice supersede any instructions and authorizations to the contrary given to you by or on behalf of the Pledgor.
13. It is acknowledged by the Pledgor and the Pledgee that you are not bound by, and have no knowledge of, the terms and conditions of the Pledge or any related document (other than this notice) and no implied duties or obligations of you shall be read into this notice, your acknowledgement or any Enforcement Notice.
14. This notice may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.
15. This notice is governed by Polish law. Any disputes arising in connection with this notice shall be exclusively resolved by the competent court of Poland, in the jurisdiction of territorial competence of which is the registered seat of [REDACTED]

Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Pledgee at Vodičkova 34/701, 111 21 Praha 1, Czech republic, copied to us at [REDACTED]

Yours faithfully

[REDACTED]

Represented by

Name:

Position:

Represented by

Name.

Position:

Exportní garanční a pojišťovací společnost, a.s.

Represented by

Name:

Position: under power of attorney

PART 2
FORM OF ACKNOWLEDGEMENT OF THE REGISTERED PLEDGE

From: [●] (the "Account Bank")

To: **Exportní garanční a pojišťovací společnost, a.s.**, having its registered office at Vodičkova 34/701, 111 21 Praha 1, Czech republic, entered in the Commercial Register maintained by the Municipal Court in Prague, Czech republic Section B, Insert 1619, under the registration number 45279314 (the "Pledgee")

Cc: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

I

[DATE]

Dear Sirs,

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated [●] and addressed to us by the Pledgor and the Pledgee regarding the accounts:

[REDACTED]

[REDACTED]

[REDACTED]

We confirm that we accept the instructions and authorizations contained in the notice and agree to comply with the terms thereof.

Yours faithfully,

By: _____

Name: _____

Schedule 4
FORM OF SEIZURE NOTICE

From: [●] (the “Pledgee”)
To: [●] (the “Pledgor”)
Attn: [●]

[DATE]

Dear Sirs,

Agreement for Registered Pledge and Ordinary Pledge over the rights under the bank account agreements dated [DATE] (the “Agreement”) between the Pledgor and the Pledgee

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

1. Notice

We give you notice that in accordance with the Agreement and Article 22 of the Act on Registered Pledge, we hereby seize the title to the Pledged Receivables [●].

2. Seizure value

The seizure value of the Pledged Receivables [●] amounts to PLN/EUR/USD/GBP [AMOUNT].

Yours faithfully,

By: _____

Name: _____

Schedule 5

FORM OF POWER OF ATTORNEY TO THE BANK ACCOUNTS

POWER OF ATTORNEY TO THE BANK ACCOUNTS

This power of attorney is granted on [●] in Warsaw by [●] (the “**Principal**”);

to

[●] (the “**Attorney**”).

This power of attorney is granted in connection with the agreement for registered pledge and ordinary pledge over the rights under the bank account agreements executed on [●] between the Principal and the Attorney (the “**Pledge Agreement**”). Capitalised terms used in this power of attorney and not defined otherwise shall have the meanings ascribed to them in the Pledge Agreement.

For the purposes of securing of the payment of the Secured Debt, the Principal hereby irrevocably and unconditionally grants a power of attorney to the Attorney (with full power of substitution and delegation) to perform on behalf of the Principal any disposals regarding the funds deposited on the Accounts (as defined below) and perform all other actions connected with the exercising of the rights that the Principal has or may have under the [●], with respect to the following bank accounts:

- [●], opened and maintained for the Principal with [●] S.A.;
- [●], opened and maintained for the Principal with [●] S.A.;

(jointly the “**Accounts**”), to which the Principal is entitled as their holder,

including specifically to:

- (i) execute any transactions and give any instructions concerning the funds deposited on the Accounts, in priority to any such transactions and instructions given by the Principal or any other third party;
- (ii) receive, at the same time as the Principal, any bank statements and other information concerning the Accounts, transactions executed and instructions given with respect to the funds deposited on the Accounts, and receive any other documents and information that the Attorney may request; and
- (iii) block and withdraw from the Accounts any sums equal to the amount of the outstanding Secured Debt.

The Attorney is authorised to take any action on behalf of the Principal under this power of attorney following the occurrence of the Event of Default.

The Principal hereby waives its right to revoke this power of attorney and declares that the waiver of the right to revoke this power of attorney is justified by the nature of the legal relationship resulting from the Intercreditor Agreement and the Pledge Agreement.

The limitations set out in Article 108 of the Civil Code do not apply to the power of attorney granted hereunder.

This power of attorney is governed by Polish law.

For and on behalf of the Principal:

By:

Name:

We hereby accept the granting of the above-mentioned power of attorney to us.

For and on behalf of [●]:

Name and surname:

Title:

Name and surname:

Title:

We hereby accept the granting of the attached power of attorney dated [●] to [●] and we undertake to comply with all of the instructions given to us in accordance with the aforementioned power of attorney and to respect all of the rights granted under the aforementioned power of attorney.

For and on behalf of [●] [*the bank maintaining the relevant Account*]:

By:

Name:

PARTIES' SIGNATURES

ON BEHALF OF THE PLEDGEE

ON BEHALF OF THE PLEDGOR

Full name:

Title:

Full name:

Title: