



Registration of a Charge

Company name: **POUNDLAND LIMITED**

Company number: **02495645**

Received for Electronic Filing: **09/03/2018**



X71BWEAW

Details of Charge

Date of creation: **01/03/2018**

Charge code: **0249 5645 0021**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MING TAO HO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2495645

Charge code: 0249 5645 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2018 and created by POUNDLAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2018 .

Given at Companies House, Cardiff on 13th March 2018

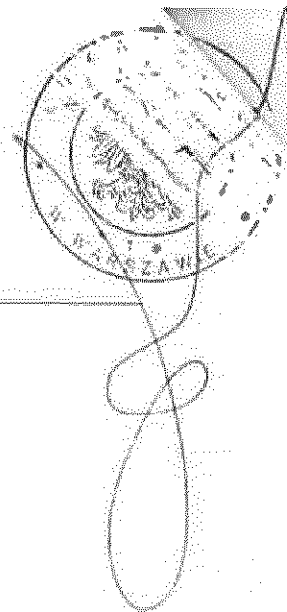
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



**AGREEMENT
ESTABLISHING
REGISTERED AND CIVIL
PLEDGES ON SHARES**

dated 1 March 2018

between

POUNDLAND LIMITED

as Pledgor

and

GLAS TRUST CORPORATION LIMITED

as Pledgee

relating to the shares in the share capital of

DEALZ POLAND SP. Z O.O.

ROPES & GRAY INTERNATIONAL LLP

I certify that this is a true copy of the original

Signed: *Ropes & Gray International LLP*

Date: *9 March 2018*

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	4
2.	ESTABLISHMENT OF REGISTERED PLEDGE	8
3.	ESTABLISHMENT OF CIVIL PLEDGE	9
4.	UNDERTAKING TO ESTABLISH REGISTERED AND CIVIL PLEDGES ON NEW SHARES.....	10
5.	NOTIFICATIONS	10
6.	VOTING RIGHTS.....	12
7.	ASSIGNMENT OF RIGHTS AND PROCEEDS	13
8.	REPRESENTATIONS AND WARRANTIES BY THE PLEDGOR	14
9.	PLEDGOR'S UNDERTAKINGS	18
10.	ENFORCEMENT FROM THE REGISTERED PLEDGE	21
11.	ENFORCEMENT FROM THE CIVIL PLEDGE	24
12.	PLEDGOR'S DUTIES, POWER OF ATTORNEY FOR THE PLEDGEE	25
13.	EXPIRATION OF THE REGISTERED PLEDGE AND CIVIL PLEDGE	25
14.	PAYMENTS.....	26
15.	NOTICES.....	26
16.	PARTIAL INVALIDITY	26
17.	REMEDIES AND WAIVERS.....	26
18.	PROCESS AGENT	26
19.	TRANSFER OF RIGHTS AND DUTIES	26
20.	THE SCOPE OF SECURITY.....	27
21.	GOVERNING LAW AND JURISDICTION.....	27
22.	LANGUAGE AND COUNTERPARTS	27
23.	FINAL PROVISIONS.....	28

Schedule 1

NOTICE TO THE COMPANY ON THE ESTABLISHMENT OF THE CIVIL PLEDGE AND THE
CONCLUSION OF THE REGISTERED AND CIVIL PLEDGES AGREEMENT

Schedule 2

NOTICE TO THE COMPANY ON THE ESTABLISHMENT OF THE REGISTERED PLEDGE

Schedule 3

PART A NOTICE OF ENFORCEMENT

PART B NOTICE OF ENFORCEMENT METHOD MODIFICATION NOTICE

Schedule 4

NOTICE OF ACQUISITION OF NEW SHARES

Schedule 5

POWER OF ATTORNEY OF VOTING RIGHTS

Schedule 6

POWER OF ATTORNEY TO EXECUTE NEW PLEDGES AGREEMENT

THIS AGREEMENT ESTABLISHING REGISTERED AND CIVIL PLEDGES ON SHARES (hereinafter referred to as the "**Agreement**") is entered into in Warsaw dated 1 March 2018 and made between:

- (1) **POUNDLAND LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in United Kingdom, at Wellmans Road Willenhall, West Midlands, WV 13 2 QT, United Kingdom, and registered under the number 02495645 (the "**Pledgor**"), represented by:

Arkadiusz Grabalski - acting as Attorney on the basis of the power of attorney.

and

- (2) **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in London, at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, and registered under the number 07927175 (the "**Pledgee**"), represented by:

Szymon Galkowski - acting as Attorney on the basis of the power of attorney.

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

BACKGROUND:

- (A) Pursuant to the Senior Facilities Agreement (as defined below) the senior facilities were made available to the Borrower in the maximum total amount of GBP 180,000,000.00 (one hundred and eighty million British pounds).
- (B) On 1 March 2018 the Company entered into the accession deed to the Senior Facilities Agreement to become an Additional Guarantor (as defined in the Senior Facilities Agreement).
- (C) Under clause 28.3 of the Senior Facilities Agreement, the Pledgee has an independent claim against the Pledgor in the amount corresponding to the claims of the Secured Parties (as defined in the Senior Facilities Agreement) under the Senior Finance Documents (as defined in the Senior Facilities Agreement).
- (D) In order to secure the Secured Claim (as defined below), the Pledgor undertook to establish the registered pledge on 50 shares in the share capital of the Company in favor of the Pledgee.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the capitalized terms given below shall have the following meaning:

"**Accounting Act**" means Accounting Act of 29 September 1994 (uniform text, J.L. of 2016, item 1047, as amended).

"Bankruptcy Law" means the Bankruptcy Law of 28 February 2003 (uniformed text, J.L. of 2017, item 2344, as amended);

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Warsaw and London;

"Catalogue of Description of the Pledge" means a catalogue of the ways to describe 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 (J.L. No. 134, item 892, as amended);

"Civil Code" means the Civil Code of 23 April 1964 (J.L. of 2017, item 459, as amended);

"Civil Pledge" means the civil pledge on the Shares established in accordance with Clause 3(a) (Establishment of Civil Pledge) and **"Civil Pledge"** means each of the Civil Pledges;

"Code of Civil Procedure" means the Code of Civil Procedure of 17 November 1964 (J.L. of 2016, item 1822, as amended);

"Commercial Companies Code" means the Commercial Companies Code of 15 September 2000 (J.L. of 2017 item 1577, as amended);

"Company" means **DEALZ POLAND SP. Z O.O.**, with its registered office in Poznań, Poland, at Strzeszyńska 73A, 60-479 Poznań, Poland, entered in the entrepreneurs register of the National Court Register maintained by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register, under number KRS 0000692949, NIP 7811953269, REGON 368333630, with the share capital amounting to PLN 5,000 which has been fully paid-up;

"Enforcement Method Modification Notice" means an enforcement method modification notice substantially in the form of Schedule 3 Part B (*Enforcement Method Modification Notice*);

"Event of Default" has the meaning given to it in the Senior Facilities Agreement;

"Finance Party" has the meaning given to it in the Senior Facilities Agreement;

"Insolvency Proceedings Regulation" means the Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (O.J.U.E L 141/19, dated on 5 June 2015), as may be amended from time to time;

"Law on the Registered Pledge" means the Law on the Registered Pledge and Pledge Register dated 6 December 1996 (uniformed text, J.L. of 2017 item 1278, as amended);

"New Shares" means any and all shares in the share capital of the Company which will be subscribed for by the Pledgor during the Security Period as a result of increase of the Company's share capital or acquired under a share purchase agreement or otherwise;

"Notice of Enforcement" means a notice of the intention to enforce the Registered Pledge issued by the Pledgee pursuant to Article 25 section 1 of the Law on the Registered Pledge substantially in the form of Schedule 3 Part A (*Notice of Enforcement*);

"Pledge Register" means the register for pledges maintained by the Pledge Register Court;

"Pledge Register Court" means the District Court for the capital city of Warsaw in Warsaw, XI Commercial Division of the Pledge Register;

"Registered Pledge" means the registered pledge on the Shares established in accordance with Clause 2(a) (*Establishment of Registered Pledge*);

"Regulation" means the Regulation of the Minister of Justice dated March 10, 2009 on Conducting the Sale of the Registered Pledge under a Tender Procedure (J.L. of 2009 No. 45, item 371);

"Restructuring Law" means the Restructuring Law of 15 May 2015 (uniformed text, J.L. of 2017, item 1508, as amended);

"Secured Claim" means all present and future, actual or contingent claims of the Pledgee against the Pledgor under clause 28.3 (*Parallel debt (Covenant to Pay the Security Agent)*) of the Senior Facilities Agreement or in connection with it, including all additional claims, and in particular, claims arising from interest, fees and commissions;

"Security Interest" means a mortgage, pledge (including civil, registered and financial pledge), assignment or transfer of title by way of security or any other lien, charge or agreement or arrangement having the effect of conferring security;

"Security Period" means the period beginning on the date of this Agreement and ending on the date upon which the Secured Claim has been irrevocably and unconditionally paid and discharged in full and expired;

"Senior Facilities Agreement" means the senior facilities agreement entered into on 3 January 2018 between, among others, Pepkor Europe Limited as borrower, the companies listed in part 1 of schedule 1 as original guarantors, Burlington Loan Management DAC as arranger, financial institutions listed in part 2 of schedule 1 as lenders, Global Loan Agency Services Limited as facility agent and GLAS Trust Corporation Limited as security agent, as amended and restated by the amendment, restatement and consent deed entered into on 18 January 2018 between, among others, Pepkor Europe Limited as borrower and Global Loan Agency Services Limited as facility agent, as the same may be amended, varied, supplemented, restated and/or novated from time to time.

"Shareholder Rights" has the meaning given to it in Clause 7.1 (*Definitions*);

"Shares" means 50 (in words: fifty) shares issued by the Company each having a nominal value of PLN 50 (in words: fifty zlotys) owned by the Pledgor as of the date of this Agreement;

"Valuator" means an expert selected by the Pledgee from among any of the following companies: KPMG Advisory Spółka z ograniczoną odpowiedzialnością, Deloitte Advisory sp. z o.o., Ernst&Young Corporate Finance sp. z o.o., PricewaterhouseCoopers Polska sp. z o.o. or Grant Thornton Frackowiak sp. z o.o. or their legal successors or assignees or companies from their group rendering auditing and/or financial advisory services in Poland.

1.2 Terms defined in the Senior Facilities Agreement

Unless defined in this Agreement or the context otherwise requires, a term defined in the Senior Facilities Agreement has the same meaning in this Agreement or in any notice given under or in connection with this Agreement.

1.3 Interpretation

- (a) Unless a contrary indication appears, a reference in this Agreement to:
 - (i) the "**Company**", "**Parties**", the "**Pledgee**", the "**Pledgor**", or any other person shall be construed so as to include its potential successors in title, permitted assignees and permitted transferees;
 - (ii) a "**Clause**", "**Paragraph**" or a "**Schedule**" means a clause or paragraph of this Agreement or a schedule to this Agreement, unless the context of this Agreement indicates otherwise;
 - (iii) "**assets**" includes present and future property, revenues and rights of every description;
 - (iv) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (v) the "**ownership percentage in the Company's share capital**" is a reference to the amount of shares in the share capital of the Company held by a person represented as a percentage of the entire share capital of the Company;
 - (vi) "**persons**" refers to any natural or legal person, firm, company, state or any association, trust, consortium or partnership (whether or not having separate legal personality); "**this Security**" is a reference to the Security created under this Agreement;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) a time of day is a reference to Warsaw time.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is "**continuing**" if it has not been remedied or waived.
- (d) Subject to mandatory provisions of law, if:
 - (i) a provision of this Agreement refers only to the Registered Pledge, then that provision shall apply only to the Registered Pledge;
 - (ii) a provision of this Agreement refers only to the Civil Pledge, then that provision shall apply only to the Civil Pledge; and

- (iii) a provision of this Agreement does not specify that it applies only to the Registered Pledge or the Civil Pledge (as the case may be), then that provision shall apply to both the Registered Pledge and the Civil Pledge.

2. ESTABLISHMENT OF REGISTERED PLEDGE

- (a) In order to secure the repayment of the Secured Claim, the Pledgor establishes in favor of the Pledgee a registered pledge on the Shares with first priority of satisfaction up to the highest security sum of GBP 100,000,000 (in words: one hundred million British pounds). The Pledgee consents to the establishment of the Registered Pledge in its favor.
- (b) In accordance with the Catalogue of Description of the Pledge, the Registered Pledge shall be defined as a "share in a limited liability company" (item G1 in the Catalogue) and shall be described in the following manner:
- A. Business name, registered office and address of the limited liability company: **DEALZ POLAND SP. Z O.O.**, with its registered office in Poznań, at Strzeszyńska 73A, 60-479 Poznań, Poland;
- B. Number of the commercial register: KRS 0000692949;
- C. Registry Court: District Court in Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register;
- D. Number of pledged shares: 50 (in words: fifty);
- E. Nominal value of a share: PLN 50 (in words: fifty zlotys);
- F. Share capital and the number of shares subscribed by the shareholders: PLN 5,000 (in words: five thousand zlotys), number of shares 100 (in words: one hundred);
- (c) The Registered Pledge shall become effective as of the day of its registration in the Pledge Register and shall be established for the Security Period unless it is earlier released by the Pledgee in accordance with the provisions of this Agreement.
- (d) No later than the date falling one (1) Business Day after the date of this Agreement:
- (i) the Pledgor shall file an appropriate application with the Pledge Register Court for the registration of the Registered Pledge in the Pledge Register and pay all fees, including court fees relevant to the applications; and
- (ii) the Pledgor shall forward by e-mail (in pdf form) to the Pledgee a scanned copy of that application, duly filed and paid for, together with a confirmation of receipt of that application by the Pledge Register Court.
- (e) The Pledgor shall cause the Registered Pledge to be registered in the Pledge Register as soon as practicable after the date of this Agreement and, in any event not later than the

date falling 45 (forty five) days after the date of this Agreement. Until the Registered Pledge is finally and duly registered in the Pledge Register, the Pledgor in particular:

- (i) shall not withdraw the application for the registration of the Registered Pledge;
 - (ii) shall (at its own expense) undertake all actions that may be required or necessary to ensure the due registration of the Registered Pledge in the Pledge Register;
 - (iii) shall (at its own expense) rectify any error in the application for the registration of the Registered Pledge within the time period set by the Pledge Register Court; and
 - (iv) shall (at its own expense) sign any annex or amendment to this Agreement, if it is determined by the Pledge Register Court or by any Party acting reasonably that certain amendments to this Agreement are required in order to ensure that the Registered Pledge is duly registered in the Pledge Register. If such annex or amendment is to be signed, the Pledgor shall cooperate with the Pledgee without undue delay after receiving a respective request from the Pledgee.
- (f) As soon as practicable after the date on which the Pledgor receives the decision of the Pledge Register Court confirming the registration of the Registered Pledge in the Pledge Register (the "**Registration Decision**") (and in any event by no later than the date falling two (2) days after that date), the Pledgor:
- (i) shall check whether the Registered Pledge was registered according to this Agreement and the application filed; and
 - (ii) shall, if necessary, at its own expense, take all reasonable actions necessary to eliminate any possible errors and irregularities contained in the Registration Decision. The Pledgor shall cooperate with the Pledgee without undue delay if such cooperation is necessary to eliminate such errors or irregularities.
- (g) The Registered Pledge shall remain effective regardless of any changes to which the Shares may be subject.
- (h) The Pledgor consents to each Registered Pledge continuing as security for the Secured Claim following any novation of the Secured Claim.
- (i) The Pledgor shall pay all costs incurred in connection with the registration of the Registered Pledge in the Pledge Register and in connection with any change to or deletion of such registration, as well as all costs incurred in connection with the maintenance of the Registered Pledge.

3. ESTABLISHMENT OF CIVIL PLEDGE

- (a) In order to secure the repayment of the Secured Claim, the Pledgor establishes in favor of the Pledgee a Civil Pledge on the Shares with first priority of satisfaction. The Pledgee consents to the establishment of the Civil Pledge in its favor.
- (b) The Civil Pledge shall remain effective regardless of any changes to which the Shares may be subject.

- (c) All the provisions of this Agreement shall apply also to the Civil Pledges except for those provisions which in accordance with Polish law may apply only to the Registered Pledges.
- (d) The Pledgor consents to each Civil Pledge continuing as security for the Secured Claim following any novation of the Secured Claim.
- (e) The Pledgor shall pay all costs incurred in connection with the establishment and maintenance of the Civil Pledge.
- (f) The Civil Pledge shall expire upon final registration of the Registered Pledge.

4. **UNDERTAKING TO ESTABLISH REGISTERED AND CIVIL PLEDGES ON NEW SHARES**

- (a) If the Pledgor acquires any New Shares, then it shall promptly, and in any event no later than the date falling seven (7) Business Days after the date on which the Pledgor acquires those New Shares:
 - (i) notify the Pledgee of the same by issuing a notice substantially in the form set out in Schedule 4 (*Notice of Acquisition of New Shares*);
 - (ii) enter into an agreement (a "**New Pledge Agreement**") with the Pledgee in order to establish registered and civil pledges on the New Shares in favor of the Pledgee in order to secure the repayment of the Secured Claim. In the event the New Pledge Agreement is to be signed, the Pledgor shall co-operate with the Pledgee without undue delay after receiving a respective notice referred to in point (i) above.
- (b) Every New Pledge Agreement shall be concluded on substantially the same terms and conditions as provided in this Agreement, subject to amendments required by law.
- (c) The Pledgor shall pay any reasonable costs incurred in connection with the execution of New Pledge Agreement as well as in connection with the establishment of any registered and civil pledge on the New Shares in favor of the Pledgee.

5. **NOTIFICATIONS**

5.1 **Notifications – Civil Pledge**

- (a) The Pledgor shall promptly, following the conclusion of this Agreement (and in any event by no later than the date falling ten (10) Business Days after the date of conclusion of this Agreement):
 - (i) deliver to the Company notices substantially in the form set out in Schedule 1 (*Notice to the Company on the Establishment of the Civil Pledge and the Execution of the Registered and Civil Pledges Agreement*) provided that such notice is signed earlier by the Pledgee;
 - (ii) deliver a copy of this Agreement to the Company;

- (iii) procure that in the Company's share register shall be made an appropriate entry regarding the establishment of the Civil Pledge and the authorization of the Pledgee to exercise the voting right from the Shares under the Civil Pledge (subject to changes of articles of association as per point 6.3.); and
 - (iv) procure that a new list of shareholders in the Company including an entry on the establishment of the Civil Pledge be submitted to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code.
- (b) No later than the date falling twelve (12) Business Days after the date of this Agreement, the Pledgor shall deliver to the Pledgee:
- (i) a written statement of the Company confirming that the Company was notified pursuant to Paragraph (a)(i) above;
 - (ii) an excerpt from the share register of the Company (signed by the Management Board of the Company), in which an entry on the establishment of the Civil Pledge was made and information on the authorization of the Pledgee to exercise the voting right from the Shares under the Civil Pledge (subject to changes of articles of association as per point 6.3.); and
 - (iii) a copy of the motion stamped by the court confirming the submission of the new list of shareholders in the Company to the National Court Register.

5.2 Notifications – Registered Pledge

- (a) Promptly following receipt by the Pledgor of the Registration Decision (and in any event by no later than the date falling seven (7) Business Days after the date that the Pledgor receives the Registration Decision), the Pledgor shall:
- (i) deliver to the Company a notice substantially in the form of Schedule 2 (*Notice to the Company on the Establishment of the Registered Pledge*);
 - (ii) deliver to the Company a copy of the Registration Decision;
 - (iii) procure that in the Company's share register shall be made an entry regarding the establishment of the Registered Pledge and the authorization of the Pledgee to exercise the voting right from the Shares under the Registered Pledge; and
 - (iv) procure that a new list of shareholders in the Company including an entry on the establishment of the Registered Pledge shall be submitted to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code.
- (b) No later than the date falling ten (10) Business Days after the date on which the Pledgor received the Registration Decision, the Pledgor shall deliver to the Pledgee:
- (i) a written statement of the Company confirming that the Company was notified pursuant to Paragraph (a)(i) above;

- (ii) an excerpt from the share register of the Company (signed by the Management Board of the Company), in which an entry on the establishment of the Registered Pledge was made and the information on the authorization of the Pledgee to exercise the voting right from the Shares under the Registered Pledge; and
- (iii) a copy of the motion stamped by the court confirming the submission of the new list of shareholders in the Company to the National Court Register.

6. VOTING RIGHTS

6.1 Power of Attorney of voting rights

- (a) On the date of conclusion of this Agreement, the Pledgor shall grant to the Pledgee a power of attorney substantially in the form set out in Schedule 5 (*Power of Attorney of voting rights*) (the "**Power of Attorney of voting rights**") authorizing the Pledgee to exercise any voting rights attached to the Shares and to exercise other corporate and property rights vested in the Pledgor as a shareholder of the Company.
- (b) The Power of Attorney of voting rights shall be irrevocable during the Security Period.
- (c) The Pledgee is obliged to not exercise rights granted by the Pledgor under power of attorney until an Event of Default has occurred and is continuing.
- (d) If the Pledgee intends:
 - (i) to exercise its rights under the Power of Attorney of voting rights; or
 - (ii) appoint a person to exercise those rights on its behalf,

then it shall promptly, inform the Pledgor and the Company about this fact and in every event five (5) Business Days in advance.

6.2 Authorization of the Pledgee to exercise the voting rights

The Pledgor authorizes the Pledgee to exercise voting rights from the Shares on basis of Article 187 of the Commercial Companies Code subject to the occurrence of an Event of Default which is continuing; however the provisions of Clause 6.1(d) (*Power of Attorney of voting rights*) apply respectively.

6.3 Changes to articles of association

- (a) On day of conclusion of this Agreement, the Pledgor must, at its own cost and expense, procure that the Company amends its articles of association to remove any limitations as to the exercise of any voting rights attached to the Shares by the Pledgee in accordance with Article 187 § 2 of the Commercial Companies Code.
- (b) The Pledgor must ensure that any amendment to the articles of association of the Company is registered by the competent district (commercial) court as soon as practically possible after the date of the Company's shareholders' resolution, but in any event not later than thirty (30) Business Days from the day of this Agreement.

- (c) Along with the registration of the amendments referred to in Paragraph (a) above, the Pledgor shall: (i) enter into the Company's share register a record on the authorization to the exercise the voting right attached to the Shares under the Civil Pledge and the Registered Pledge, and (ii) ensure that a new list of shareholders in the Company evidencing such authorization be filed in the National Court Register in accordance with Article 188 § 3 of the Commercial Companies Code.
- (d) The authorization, referred to in Paragraph (c) above, is granted subject to the occurrence of the Event of Default, which is continuing, when the provisions of Article 6.1(d) (*Voting Rights Power of Attorney*) shall be applied accordingly.

7. ASSIGNMENT OF RIGHTS AND PROCEEDS

7.1 Definitions

In this Clause 7:

"**Shareholder Rights**" means any of the property rights vested in the Pledgor, as a shareholder of the Company, including in particular:

- (a) the right to participate in any profits made by the Company;
- (b) the right to receive remuneration for the redemption of the Shares;
- (c) the right to make claims for the receipt of pecuniary funds or property in connection with the Shares;
- (d) the right to receive any refund of additional payments made to the Company by the Pledgor; and
- (e) right to participate in the distribution of the assets of the Company after its dissolution.

7.2 Assignment

Pursuant to Article 509 of the Civil Code and in order to secure the repayment of the Secured Claim:

- (a) the Pledgor assigns, by way of security, in favor of the Pledgee the Shareholder Rights; and
- (b) the Pledgee accepts that assignment.

7.3 Times when the assignment becomes enforceable

If an Event of Default has occurred and is continuing, the Pledgee may by notice to the Pledgor and the Company, exercise any of the Shareholder Rights (in particular, the Pledgee shall be entitled to collect any proceeds paid with respect to the Shares, pursuant to Article 319 of the Civil Code in connection with Article 328 of the Civil Code). If the Pledgee exercises the Shareholder Rights by collecting any proceeds in respect of the Shares, in such case and after the Security Period expires, the Pledgee will be obliged to present to the Pledgor, without undue delay, accounts in accordance with Article 319 of the Civil Code.

7.4 No obligation to monitor etc.

- (a) In connection with the Shares or the Shareholder Rights assigned pursuant to Clause 7.2 (*Assignment*), the Pledgee is not obliged to make any payments or to examine the nature of any payment received by it or the Pledgor received from the Company.
- (b) The Pledgee is also not obliged to:
 - (i) verify whether any payment made by the Company to it or the Pledgor was made in the correct amount; or
 - (ii) make any claims, file actions or take any other actions with a view to obtaining or enforcing any amounts that may be due to the Pledgee in respect of the Secured Claim.

8. REPRESENTATIONS AND WARRANTIES BY THE PLEDGOR

The Pledgor makes the representations and warranties set out in this Clause 8 to the Pledgee.

8.1 Status

- (a) The Pledgor is a company duly established and validly existing according to the laws of England and Wales.
- (b) The Pledgor has the center of main interests, within the meaning of the Insolvency Proceedings Regulation, in a territory of England and Wales.

8.2 Authorizations

The Pledgor is fully authorized to execute and perform this Agreement and has obtained all permits and consents, including corporate ones, required to establish and perform the Registered Pledge and the Civil Pledge. The authorizations and permits to execute and perform the Agreement shall remain in force.

8.3 Non-conflict

The execution and performance of this Agreement do not conflict with:

- (a) any law or regulation binding the Pledgor;
- (b) any agreement to which the Pledgor is a party, or which is binding upon it in any way.

8.4 Validity

Subject to any general principles of law limiting the Pledgor's obligations and referred to in any legal opinion required under the Senior Facilities Agreement or this Agreement, this Agreement forms a legally binding, valid and enforceable obligation of the Pledgor.

8.5 Nature of the security

This Agreement creates the assignment and the establishment of the Civil Pledge and Registered Pledge with effect from its registration, and it shall not be ineffective as a result the Pledgor's opening liquidation, the establishment of receivership on its enterprise, insolvency or threat of insolvency, announcement of bankruptcy, commencement of a restructuring procedure or approval of an arrangement and filing an application for bankruptcy, an application for commencement of restructuring procedure or an application for the approval an arrangement or any other reason.

8.6 No negative consequences

(a) According to the provisions of the laws governing in the state of the Pledgor's registration it is not necessary to:

- (i) in order to enable the Pledgee to enforce its rights under this Agreement; or
- (ii) by reason of the entry into this Agreement or the performance by it of its obligations under this Agreement,

that the Pledgee should be licensed, qualified or otherwise entitled to carry on business in the Pledgor's jurisdiction of incorporation; and

(b) the Pledgee is not, and will not be deemed to be, resident, domiciled or carrying on business in the Pledgor's jurisdiction of incorporation by reason only of the entry into, performance and / or enforcement of, this Agreement.

8.7 Jurisdiction / governing law

Performed or expressed under this Agreement by the Pledgor:

- (a) irrevocable submission under this Agreement to the jurisdiction of the courts of Poland; and
- (b) agreement that this Agreement is governed by Polish law,

are legal, valid and binding under the laws of the Pledgor's jurisdiction of incorporation.

8.8 No bankruptcy, restructuring or enforcement proceedings:

No internal actions, legal or any other proceedings have been initiated by the Pledgor or been initiated in connection with:

- (a) suspension of payments, liquidation, dissolution or reorganization of the Pledgor or the Company (by voluntary arrangement, proposal of an arrangement or otherwise);
- (b) appointment of a liquidator or trustee, arrangement supervisor, court supervisor, administrator or a similar officer for the Pledgor or the Company;
- (c) enforcement of any security established on the Pledgor's or the Company's assets; or

- (d) any similar proceedings; and
- (e) there exist no circumstances giving grounds for initiation of any of those proceedings or actions.

8.9 No other proceedings

No claims, suits, court proceedings, arbitration or administrative proceedings have been started or threatened which could adversely affect the Pledgor's ability to perform its obligations under this Agreement or which may have an adverse effect on the legality, validity, exercise or enforceability of the Agreement.

8.10 Company

The Company is a limited liability company duly incorporated and validly existing according to the Polish law.

8.11 Shares and Shareholder Rights

- (a) The Pledgor has full and exclusive legal title to the Shares and the Shareholder Rights, free of any Security Interest (except for this Security and the Security Interest created in accordance with the Senior Facilities Agreement) and any other right or interest in favor of any other person.
- (b) The Pledgor has not received notice of any adverse claim by any person in respect of its exclusive legal title to the Shares, Shareholder Rights or any other rights attached to the Shares.
- (c) No Share, Shareholder Right or any other right attached to the Shares is the subject of a dispute or claim.
- (d) There are no unpaid obligations in relation to any Shares.
- (e) The Shares are not subject to any court enforcement proceedings and have not been seized by a public bailiff.
- (f) The Shares represent:
 - (i) 50% (fifty per cent) of the share capital of the Company; and
 - (ii) 50% (fifty per cent) of the votes at the meeting of the shareholders of the Company.

8.12 Company's Share Capital

- (a) The entire share capital of the Company:
 - (i) amounts to PLN 5,000 (in words: five thousand zlotys); and
 - (ii) is divided into one hundred (100) equal and indivisible shares.

- (b) All of the shares in the share capital of the Company have been fully paid.

8.13 No Limitations on transfer

The Shares are transferable and are not subject to any limitations on transfer. The Shareholder Rights are, subject to mandatory provisions of Polish law, transferable and are not subject to any limitations on transfer.

8.14 Exercise of voting rights

Subject to changes of articles of association as per point 6.3., the articles of association of the Company do not provide for any limitations as to the exercise of any voting rights attached to the Shares:

- (a) by the Pledgee, and
- (b) by the Pledgee's attorney in fact.

8.15 No Limitations

- (a) No breach of any law or regulation is outstanding which affects or might affect the value of any Shares or Shareholder Rights.
- (b) None of the constitutional documents of the Pledgor and the Company or any other agreement, understanding, arrangement or permit concerning the Pledgor or the Company contains any provision that:
 - (i) may have an adverse effect on or impede the establishment or the enforcement by the Pledgee of:
 - (A) the Registered Pledge; or
 - (B) the Civil Pledge; or
 - (ii) confers on any person any pre-emptive right over any of the Shares or any part of any of the Shares.

8.16 Priority of enforcement

The Registered Pledge after being registered in the Pledge Register will create first ranking Security Interest in favor of the Pledgee.

8.17 The period of making representations

- (a) All the representations and warranties in this Clause 8 (*Representations and warranties by the Pledgor*):
 - (i) are made by the Pledgor on the date of this Agreement; and
 - (ii) are deemed to be made by the Pledgor on each day specified in clause 19.31 of the Senior Facilities Agreement.

- (b) Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances existing at as of the date of their repetition.

9. PLEDGOR'S UNDERTAKINGS

The undertakings in this Clause 9 remain in force throughout the whole Security Period.

9.1 Maintenance of the Registered Pledge and the Civil Pledge/Further warranties

- (a) The Pledgor shall take any actions either it or the Pledgee reasonably considers being necessary or desirable in order to:
 - (i) maintain:
 - (A) the Registered Pledge; and/or
 - (B) the Civil Pledge; and/or
 - (ii) protect the Pledgee's rights under this Agreement.
- (b) If the Pledgee acting reasonably so requests, the Pledgor shall promptly, following such request, and in any event by no later than the date falling five (5) Business Days after the date on which the Pledgee's request is delivered to the Pledgor, at its own expense do all such acts or execute all such documents, which the Pledgee determines may be reasonably necessary for the Pledgee to maintain, perfect, protect, exercise or enforce all its rights under this Agreement.

9.2 Other obligations in respect of Shares

- (a) The Pledgor is obliged to:
 - (i) duly and promptly fulfill its obligations and diligently perform its rights relating to each Share and each Shareholder Right;
 - (ii) make any additional payments imposed on it as a shareholder of the Company;
 - (iii) take any action necessary under any mandatory provisions of law and any provision of the Company's constitutional documents to ensure that the Pledgee receives any payments to which it is entitled under this Agreement; and
 - (iv) promptly notify the Pledgee of any event or circumstance which might be expected to have an adverse effect on any security or assignment granted under this Agreement.
- (b) The Pledgee is not obliged to:
 - (i) perform any obligation of the Pledgor;
 - (ii) make any payment, or examine the nature or sufficiency of any payment received by it or the Pledgor; or

- (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Agreement,

in respect of any Share or any Shareholder Right.

9.3 Access to Documents and Inspection

The Pledgor shall ensure that by no later than the date falling seven (7) Business Days after the date on which the Pledgor receives the Pledgee's request, however, not more often than every twelve (12) months or, at any time, following the occurrence of an Event of Default, which the Pledgee shall notify to the Pledgor, the Pledgee or a person authorized by the Pledgee shall have access to:

- (a) the minutes of every the Company's shareholders' meeting;
- (b) the share register conducted by the Company's Management Board; or
- (c) any records or documents relating to the Registered Pledge or the Civil Pledge, which are kept by the Pledgor.

9.4 Exercise of the Voting Rights

- (a) The Pledgor shall not without the prior written consent of the Pledgee exercise the voting right attached to the Shares in a manner that would limit or prevent the performance of the Pledgor's obligations under this Agreement or the exercise of the Pledgee's rights under this Agreement, in particular, which would result in:
 - (i) restriction of the Pledgor's rights attached to the Shares;
 - (ii) decrease the nominal value of the Shares;
 - (iii) limitation of the Pledgor's right to dispose of the Shares or the Shareholder Rights;
 - (iv) introduction of requirement to get permission to dispose of the Shares or the Shareholder Rights;
 - (v) adversely affect the scope of the Pledgee's rights under this Agreement, (and in particular the Pledgor will not vote in favor of any exclusion or limitation of the Pledgee's rights to take part in the Company's shareholders' meeting and in accordance with Article 187 § 2 of the Commercial Companies Code);
 - (vi) the Shares being redeemed;
 - (vii) the exclusion of any pre-emptive right relating to the Shares;
 - (viii) a merger, demerger, division, an acquisition takeover or transformation of the Company except as expressly permitted by the Finance Documents; or
 - (ix) alter the Pledgor's ownership percentage in the Company's share capital;

- (b) The Pledgor is obliged to notify the Pledgee of:
- (i) every a Company's shareholders' meeting by sending a written notice within seven (7) Business Days theretofore;
 - (ii) every intention to hold the Company's shareholders' meeting without it being formally convened; and
 - (iii) every intention for the shareholders to adopt a resolution in writing,
- and, in each case, shall provide the Pledgee with drafts of any proposed and adopted resolutions.

9.5 Resolutions on Amendments to Company's articles of association

The Pledgor shall not without the prior written consent of the Pledgee vote in favor of the adoption by any Company's shareholders' meeting of any resolution seeking to introduce any amendments to the Company's articles of association limitation on its ability to establish registered pledges or civil pledges on any New Shares.

9.6 Refraining from Exercising the Voting Rights

In the case of:

- (a) an Event of Default has occurred and is continuing; and
- (b) the Pledgee or any person nominated to attend on its behalf attends a Company's Shareholders' Meeting in order to exercise its voting rights pursuant to Clause 6.1 (*Power of Attorney of voting rights*),

the Pledgor is entitled to participate in such Company's shareholders' meeting, however, the Pledgor shall refrain from exercising the voting rights attached to the Shares during such Company's shareholders' meeting.

9.7 Disclosure obligations

The Pledgor shall promptly notify, and ensure that the Company notifies, the Pledgee immediately upon becoming aware of:

- (a) any action taken or planned to be taken by any person with a view to starting execution proceedings with respect to the Shares; or
- (b) the start of enforcement proceedings with respect to the Shares.

9.8 Negative pledge

The Pledgor shall not:

- (a) sell or encumber with third party rights any part of the Shares, in particular, the Pledgor shall not assign, donate, lease or otherwise transfer any Share (Article 14 section 1 of the Law on the Registered Pledge) (this restriction does not apply to the Civil Pledge);

- (b) sell or encumber with third party rights any part of the Shareholder Rights in particular, the Pledgor shall not assign, donate, lease or otherwise transfer any Shareholder Right;
- (c) waive, amend or terminate, in whole or in part any accessory or ancillary right or other right in respect of any Share or Shareholder Right; or
- (d) take any action which would result in a reduction in the nominal value of any Share or Shareholder Right;

unless:

- (i) upon the prior written consent of the Pledgee to such transaction; or
- (ii) it is expressly allowed under this Agreement or the Senior Facilities Agreement.

10. ENFORCEMENT FROM THE REGISTERED PLEDGE

10.1 Times when the enforcement from the Registered Pledge becomes enforceable

Subject to mandatory provisions of law, the Pledgee may enforce the Registered Pledge at any time following the occurrence of the Event of Default. The enforcement of the Registered Pledge will be effected, at the discretion of the Pledgee, in one of the following manners:

- (a) through court enforcement proceedings;
- (b) by way of the Pledgee taking over the ownership of the Shares in accordance with Article 22 of the Law on the Registered Pledge; or
- (c) through the sale of the Shares in a public tender carried out by a notary or a court enforcement officer in accordance with Article 24 of the Law on the Registered Pledge and the Regulation.

10.2 Procedures relating to enforcement from the Registered Pledge

- (a) The Pledgee shall deliver the Pledgor a Notice of Enforcement no later than seven (7) days before the start of the process of enforcement of the Registered Pledge.
- (b) The Pledgee may, at any time, change the method of enforcement selected by the Pledgee by sending to the Pledgor an Enforcement Method Modification Notice, if in the Pledgee's reasonable opinion another method may cause the Secured Claim be satisfied up to the higher amount.
- (c) Prior to selecting any enforcement method, the Pledgee may but is not obliged to take into consideration the Pledgor's opinion as to which enforcement method of the Registered Pledge may lead to the highest possible amount being applied towards discharge of the Secured Claim.
- (d) The enforcement mechanisms referred to in Clause 10.1 (*Times when the enforcement from the Registered Pledge becomes enforceable*) shall be carried out pursuant to the procedure set out in the Law on the Registered Pledge and the Code of Civil Procedure.

10.3 Takeover of ownership of the Shares (Enforcement from the Registered Pledge)

- (a) The value of the Shares for the purpose of enforcement of the Pledges by way of the methods specified in this Clause shall be, depending on the choice of the Pledgee, as follows:
- (i) the value of the Shares indicated in the valuation prepared by the Valuator appointed by the Pledgee and at the cost of the Pledgor, provided that the valuation will be based on the commonly applied method/methods (complying with professional standards and provisions of Polish law) chosen by the Valuator in his reasonable discretion; or
 - (ii) the value of the Shares indicated in the last valuation prepared by the Valuator, provided that the valuation will be based on the commonly applied method/methods (complying with professional standards and provisions of Polish law) chosen by the Valuator in his reasonable discretion, prepared no earlier than six months before the submission of the statement concerning the seizure of the title to the Shares; or
- if in the Pledgee's sole and free opinion, preparation of the valuation in accordance with points (i) or (ii) above shall be impossible or difficult,
- (iii) 70% (seventy) of net asset value (pursuant to Accounting Act) disclosed in the most recent available to the Pledgee annual financial statement of the Company provided that:
 - when calculating the net asset value the Secured Claim will be disregarded; and
 - such value is not zero or negative.
- (b) The valuation referred to in Clause 10.3(a) (ii) above does not need to be prepared solely for the purpose of the seizure of the title to the Shares and the Pledgee may use any valuation then existing.
- (c) Upon the Valuator's request, the Pledgor shall cooperate with the Valuator and immediately grant the Valuator access to all the documents and/or premises necessary for the preparation of the valuation of the Shares. The Pledgor shall be authorized and obliged to provide to the Valuator any documents which may be necessary or desirable in connection with preparation of the valuation.
- (d) Promptly after receiving the valuation, the Pledgee shall send the Pledgor a notice informing the Pledgor of the value of the Shares estimated in the valuation.
- (e) If, on the date on which the ownership of the Shares is taken over by the Pledgee in accordance with Clause 10.1(b) (*Times when enforcement from the Registered Pledge becomes enforceable*), the value of the Secured Claim is lower than the value of the Shares determined in Paragraph (a) above, the Pledgee shall transfer any surplus to a bank account designated by the Pledgor. The transfer shall be made, promptly, to the extent

reasonably practicable within seven (7) Business Days, and in any event within fourteen (14) days of the date of takeover of the ownership of the Shares. The Pledgor, at the request of the Pledgee, shall immediately provide the Pledgee with details of the bank account to which such transfer should be made.

- (f) If, on the date on which the ownership of the Shares is taken over by the Pledgee in accordance with Clause 10.1(b) (*Times when enforcement from the Registered Pledge becomes enforceable*), the value of the Secured Claim is higher than the value of the Shares determined in accordance with Paragraph (a) above, the Secured Claim shall be deemed to be discharged by an amount equal to the value of the Shares determined for such purposes by the Valuator in the valuation.

10.4 Private sale of the Shares

- (a) Following the takeover of the Shares in accordance with Clause 10.1(b) (*Times when enforcement from the Registered Pledge becomes enforceable*), the Pledgee acting reasonably and in good faith shall consider to use reasonable endeavors to sell the Shares, however, not more than two times, subject to the following conditions:
 - (i) in the agreement for the sale of the Shares, the Pledgee shall make no representations regarding the Shares,
 - (ii) the sale must take place on the basis of the best offer, as assessed in the sole discretion of the Pledgee, in particular considering any price offered and its payment terms; and
 - (iii) the accepted offer shall contain the highest offered market price for the purchase of the Shares and, if the Pledgee so requests, be secured by the bank guarantee issued by a renowned financial institution of an international standing. The price shall be payable in cash, upon the execution of the agreement for the sale of the Shares.
- (b) The Pledgor shall be entitled to seek offers for the purchase of the Shares and propose transaction advisor and the Pledgee shall in good faith take account of any such offer and proposals of transaction advisor introduced by the Pledgor but shall not be obliged to agree to any such offer.
- (c) The Pledgee shall apply any proceeds from the sale of the Shares (the value of such proceeds being, the "Sale Value") against the Secured Claim in accordance with the provisions of the Senior Facilities Agreement, in the amount equal to the Sale Value decreased by:
 - (i) the value at which the ownership of the Shares has been taken over in accordance with Clause 10.3 (*Takeover of ownership of the Shares (Enforcement from the Registered Pledge)*); and
 - (ii) documented costs related to or incurred in connection with the sale of the Shares.
- (d) Following the end of the sale of the Shares, any proceeds from the sale of the Shares in excess of the Secured Claim shall be immediately returned by the Pledgee to the Pledgor.

10.5 Sale of the Shares in a public tender

- (a) If the Pledgee makes a decision to sell the Shares in a public tender, as specified in Clause 10.1(c) (*Times when the enforcement from the Registered Pledge becomes enforceable*), the Pledgee shall also decide whether the sale is to be conducted by a notary or a court officer. The tender shall be conducted in Warsaw. The sale of the Shares in a public tender shall take place within fourteen (14) days of the date of the submission of the request for such sale by the Pledgee. The Pledgee shall separately notify the Pledgor of the date and place of the public tender at least seven (7) days prior to such public tender. The estimated value of the Shares for sale purposes in public tender, referred to in §16 Section 1 of the Regulation will be determined by the Valuator.
- (b) The Pledgee may specify, at its own discretion, the method and terms of payment of the purchase price for Shares, and in particular may agree to payment in instalments or to deferred payment. The Pledgee may also ask the Valuator to determine the estimate value of individual parts of the Shares. The Pledgee shall have the right to demand the sale of individual parts of the Shares. The Pledgor shall pay the fees of the Valuator appointed to determine the estimate value of the Shares or individual components thereof.
- (c) Any amount obtained by the Pledgee from the sale of the Shares in a public tender, shall be applied in and towards the repayment and discharge of the Secured Claim in accordance with the Senior Facilities Agreement, and to the extent that any surplus remains after the repayment and discharge of the Secured Claims in full ("**Surplus**"), such Surplus, if any, shall be transferred to a bank account designated by the Pledgor. The transfer shall be made promptly, to the extent reasonably practicable within seven (7) Business Days, and in any event within fourteen (14) days from the date the Pledgee has determined that (i) the Security Period has expired and (ii) there is a Surplus. The Pledgor, at the request of the Pledgee, shall immediately provide the Pledgee with the details of the bank account of the Pledgor to which such transfer should be made.
- (d) If, on the date of the sale of Shares in a public tender, the value of the Secured Claim is higher than the value of the amount received from sale of the Shares in that public tender, the Secured Claim shall be deemed to be discharged by an amount equal to the amount received from the sale of the Shares in a public tender.
- (e) If during the public tender none of the participants submits a bid that meets the terms and conditions set out in Paragraph (a) above, the Pledgee may enforce the Registered Pledges using any other method including takeover of the Shares at the bid price and commencing the seizure procedure set out in Clause 10.3 (*Takeover of ownership of the Shares (Enforcement from the Registered Pledge)*).

11. ENFORCEMENT FROM THE CIVIL PLEDGE

The Pledgee may enforce from the Civil Pledge at any time following the occurrence of an Event of Default. The enforcement from the Civil Pledge shall be effected through court enforcement proceedings, pursuant to the procedure set out in the Code of Civil Procedure.

12. **PLEDGOR'S DUTIES, POWERS OF ATTORNEY FOR THE PLEDGEE**

- (a) The Pledgor irrevocably appoints, by way of security, the Pledgee as its attorney (with full power to grant further powers of attorney to board members, employees or contractors of the Pledgee and its legal advisors) for the purpose of taking any action that the Pledgor is obliged to take under this Agreement and which it does not perform in spite of being requested by the Pledgee in writing to do so. The Pledgor ratifies and confirms whatever any attorney or its delegate does or purports to do under its appointment under this Paragraph.
- (b) The Pledgor shall draw up and execute, promptly at the reasonable request of the Pledgee (and in any event by no later than the date falling three (3) Business Days after the date of delivery of the Pledgee's request by the Pledgor), all documents necessary to evidence or confirm the granting of the power of attorney under Paragraph (a) above, including, but not limited to, the re-execution of that power of attorney, including in the form of a notarial act.
- (c) Regardless of Paragraph (b) above, the Pledgor is obliged to grant a power of attorney to the Pledgee, substantially in the form of Schedule 6 (*Power of Attorney to execute New Pledge Agreement*) to: (i) enter into New Pledge Agreement; (ii) represent the Pledgor in all court proceedings connected New Pledge Agreement, in particular to register the registered pledges in the Pledge Register Court; (iii) appoint a professional representative to initiate and take part in such court and register proceedings on behalf of the Pledgor (the "**Power of Attorney to Execute New Pledge Agreement**").
- (d) The Pledgor is entitled to use the Power of Attorney to Execute New Pledge Agreement in case when the Pledgor does not perform its obligations under Clause 4 (*Undertaking to establish registered and civil pledges on New Shares*). Power of Attorney to Execute New Pledge Agreement is irrevocable during Security Period and should be granted by the Pledgor in Polish and English.
- (e) The Pledgor releases the Pledgee from the restrictions arising from Article 108 of the Civil Code. The Pledgee may not act as the Pledgor's attorney in relation to any act which reduces the Pledgor's rights or increases the Pledgor's obligations under this Agreement.
- (f) The power of attorney under this Clause will expire at the end of the Security Period.

13. **EXPIRATION OF THE REGISTERED PLEDGE AND CIVIL PLEDGE**

- (a) The Civil Pledge shall expire upon final registration of the Registered Pledge and the Registered Pledge shall expire upon the expiration of the Security Period.
- (b) After the expiration of the Security Period, the Pledgee shall, at the written request and cost of the Pledgor, provide the Pledgor with a written statement to the effect that the Secured Claim has been irrevocably and unconditionally repaid and discharged, in particular in order to enable the Pledgor to take any action required by it in order to give effect to the deletion of the entry of the Registered Pledge from the Pledge Register. The Pledgee shall, at the request and cost of the Pledgor, re-assign all Shareholder Rights (if the assignment under Clause 7.2 (*Assignment*) took effect under this Agreement), free of any encumbrance and third party rights.

- (c) The Pledgee shall not be obliged to deliver to the Pledgor a written statement or re-assign the Shareholder Rights to the Pledgor pursuant to Paragraph (b) if the satisfaction of the Secured Claim could in the reasonable opinion of the Pledgee, considered to be ineffective or invalid under applicable law, in particular under the Bankruptcy Law and Restructuring Law or the Civil Code.

14. PAYMENTS

Any amount received by the Pledgee under this Agreement in a currency other than the currency of the Secured Claim in accordance with clause 32 (*Set-off*) of the Senior Facilities Agreement.

15. NOTICES

Any communication to be made under or in connection with this Agreement must be made and will be effective, in manner set out in clause 33 (*Notices*) of the Senior Facilities Agreement.

16. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18. PROCESS AGENT

- (a) The Pledgee hereby appoints Mr. Szymon Gałkowski, Advocate, from Kochański, Zięba & Partners sp.k., with its registered office in Warsaw, Poland, at ul. Plac Piłsudskiego 1, 00-078 Warsaw, Poland, as its process agent for service of process in Poland, and in particular for the service of correspondence related to the establishment and registration of the Registered Pledge.
- (b) The Pledgor hereby appoints Mr. Arkadiusz Grabalski (legal counsel), from Stolarek&Grabalski Kancelaria Prawnicza sp. k., with its registered office in Warsaw (00-041), at ul. Jasna 14/16A, 6th floor as its process agent for service of process in Poland, and in particular for the service of correspondence related to the establishment and registration of the Registered Pledge.

19. TRANSFER OF RIGHTS AND DUTIES

- (a) The Pledgor may not assign any of its rights or transfer any of its rights or obligations under this Agreement without the prior written consent of the Pledgee.

- (b) The Pledgee may, pursuant to and in accordance with the terms of the Senior Facilities Agreement, assign any of its rights or transfer any of its rights or obligations under this Agreement.

20. THE SCOPE OF SECURITY

20.1 Continuing Security

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

20.2 Pledgor's intent

The Pledgor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation of the Secured Claim, in particular increase or extension of repayment of the Secured Claim.

20.3 Entering in the rights of the satisfied creditor

To the extent permitted by mandatory provisions of law, the Pledgor undertakes not to perform 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 Claim.

21. GOVERNING LAW AND JURISDICTION

- (a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Poland.
- (b) Each of the Parties irrevocably agrees that, unless the law provides the exclusive jurisdiction, any dispute which may arise in connection with this Agreement or which is related to its violation, termination or nullity will be settled by the common court relevant for the capital city of Warsaw (Śródmieście Division).

22. LANGUAGE AND COUNTERPARTS

22.1 Language

This Agreement has been executed in English and Polish. In case of any discrepancy between the two language versions, the English version shall prevail.

22.2 Counterparts

This Agreement is executed in three (3) identical copies in Polish version and two (2) identical copies in English version, one (1) copy in each language version for the Pledgor and the Pledgee, and one (1) copy in Polish to be submitted for registration by the Pledgor at the Pledge Register Court.

23. FINAL PROVISIONS

23.1 Responsibility of the Pledgee

The Pledgee will not be liable to the Pledgor or the Company (except in case of gross negligence and/or willful misconduct) for the manner of exercise or for any non-exercise of its powers under this Agreement.

23.2 Other Documents

The provisions of this Agreement shall not overrule the provisions of other documents, in which the Pledgor and the Pledgee set out the obligations to create the additional security for the repayment of the Secured Claim.

23.3 Amendments to the Agreement

Any amendments to the Agreement must be made in writing with signatures certified by a public notary, otherwise being null and void.

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

SCHEDULE 1

**NOTICE TO THE COMPANY ON THE ESTABLISHMENT
OF THE CIVIL PLEDGE AND THE EXECUTION
OF THE REGISTERED AND CIVIL PLEDGES AGREEMENT**

To: **DEALZ POLAND SP. Z O.O. (the "Company")**

From: **POUNDLAND LIMITED (the "Pledgor")**

With a copy to: **GLAS TRUST CORPORATION LIMITED (the "Pledgee")**

Date: [•]

Establishment of a civil pledge and establishment of a registered pledge subject to registration, on the shares of the Company under an agreement entered into on 1 March 2018 between the Pledgee and the Pledgor (the "**Agreement**")

Dear Sirs,

We refer to the Agreement. Terms defined in the Agreement have the same meaning in this notice, unless specifically stated otherwise.

Pursuant to Article 187 § 1 of the Commercial Companies Code, we hereby give you notice that, under the Agreement, we have pledged the Shares by way of the Civil Pledge and the Registered Pledge, subject to its registration.

Under the Agreement we have also assigned our Shareholder Rights to the Pledgee. If an Event of Default has occurred, the Pledgee may exercise the Shareholder Rights by sending a notice to you and the Pledgor.

With respect to the Civil Pledge, we instruct you to take the following actions:

1. disclose the establishment of the Civil Pledge and the Pledgee as beneficiary of the Civil Pledge in your share register pursuant to Article 188 of the Commercial Companies Code;
2. subject to appropriate amendment of the articles of association, make an entry in the share register stating that the Pledgee is authorized under the Civil Pledge to exercise the voting right attached to the Shares on the basis of Article 187 of the Commercial Companies Code;
3. provide the Pledgor and the Pledgee, by no later than [12 Business Days], with a copy of the Company's share register signed by the Management Board of the Company together with the above-requested entry; and
4. submit to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code, a new list of shareholders in the Company evidencing the establishment of the Civil Pledge and within the period until [12 Business Days], provide the Pledgee with a copy of the

application with the court's stamp attached evidencing submission of the above list to the National Court Register.

As regards the Registered Pledge, please disclose the fact of establishment of the Registered Pledge in your share register pursuant to Article 188 of the Commercial Companies Code after you have received our notice on the registration of the Registered Pledge.

In the above context, we would like to inform you that in connection with the Agreement, we have granted a power of attorney to exercise all rights that we have as a shareholder in the Company, including the voting right attached to the Shares.

Please confirm your acknowledgment of the above by execution of the enclosed duplicate copy of this notice and return it to us, with a copy to the Pledgee.

For and on behalf of the POUNDLAND LIMITED :

Full name: Arkadiusz Grabalski

Title: Attorney

For and on behalf of the GLAS TRUST CORPORATION LIMITED :

Full name: Szymon Gałkowski

Title: Attorney

Attachment:

A copy of the Agreement

We acknowledge the receipt of the notice of which this is a copy, and a copy of the Agreement.

For and on behalf of DEALZ POLAND SP. Z O.O. :

Full name: Arkadiusz Grabalski

Title: Attorney

SCHEDULE 2

NOTICE TO THE COMPANY ON THE ESTABLISHMENT OF THE REGISTERED PLEDGE

To: **DEALZ POLAND SP. Z O.O.** (the "Company")
From: **POUNDLAND LIMITED** (the "Pledgor")
With a copy for: **GLAS TRUST CORPORATION LIMITED** (the "Pledgee")
Date: [●]

Establishment of a registered pledge on the shares of the Company under an agreement entered into on 1 March 2018 between the Pledgee and the Pledgor (the "Agreement")

Dear Sirs,

We refer to the Agreement. Terms defined in the Agreement have the same meaning in this notice, unless specifically stated otherwise.

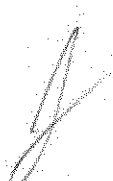
Pursuant to Article 187 § 1 of the Commercial Companies Code, we hereby give you notice that, under the Agreement, we have pledged the Shares by way of the Registered Pledge. The Registered Pledge was entered in the Pledge Register pursuant to the court decision whose copy we send as an enclosure. We also inform you that the Civil Pledge of which we informed you in our letter dated [●] has expired.

We hereby instruct you to take the following actions:

1. disclose the establishment of the Registered Pledge and the Pledgee as beneficiary of the Registered Pledge in your share register pursuant to Article 188 of the Commercial Companies Code;
2. subject to appropriate amendment of the articles of association, make an entry in the share register stating that the Pledgee is authorized under the Registered Pledge to exercise the voting right attached to the Shares on the basis of Article 187 of the Commercial Companies Code;
3. provide the Pledgor and the Pledgee by [10 Business Days after the date on which the Pledgor received the Registration Decision] with a copy of the Company's share register signed by the Management Board of the Company together with the above-requested entry; and
4. submit to the National Court Register, in accordance with Article 188 § 3 of the Commercial Companies Code, a new list of shareholders in the Company evidencing the establishment of the Registered Pledge and within the period until [10 Business Days after the date on which the Pledgor received the Registration Decision] provide the Pledgee with a copy of the application with the court's stamp attached evidencing submission of the above list to the National Court Register.

Please confirm your acknowledgment of the above by execution the enclosed duplicate copy of this notice and return it to us, with a copy to the Pledgee.

Yours faithfully,



For and on behalf of POUNDLAND LIMITED

Full name:
Title:

Full name:
Title:

Attachment:

A copy of the Registration Decision

We acknowledge receipt of the notice of which this is a copy, and a copy of the Registration Decision.

For and on behalf of DEALZ POLAND SP. Z O.O. :

Full name:
Title:

Full name:
Title:

SCHEDULE 3

PART A

NOTICE OF ENFORCEMENT

To: **POUNDLAND LIMITED** (the "Pledgor")

From: **GLAS TRUST CORPORATION LIMITED** (the "Pledgee")

Date: [•]

Dear Sirs,

Agreement establishing Registered and Civil Pledges on Shares in DEALZ POLAND SP. Z O.O. entered into between the Pledgor and the Pledgee dated 1 March 2018 (the "Agreement")

1. We refer to the Agreement, this is an Notice on the enforcement from the Registered Pledge. Terms defined in the Agreement have the same meaning in this Enforcement Notice, unless given a different meaning in this Enforcement Notice.
2. An Event of Default has occurred and the Secured Claims have become due and payable and, therefore, we hereby represent that we intend to satisfy the Secured Claims.
3. Enforcement of the Secured Claim will be carried out [through court enforcement proceedings/by way of Pledgee taking over the ownership of the Shares pursuant to [Article 22 of the Law on the Registered Pledge]/[through the sale of the Shares in a public tender carried out by a notary or a court enforcement officer pursuant to Article 24 of the Law on the Registered Pledge and the Regulation]¹ until you receive an Enforcement Method Modification Notice.
4. This Enforcement Notice and any non-contractual obligations arising out of or in connection with it are governed by Polish law.

Yours faithfully,

For and on behalf of GLAS TRUST CORPORATION LIMITED


Full name:

Title:

Full name:

Title:

¹ Delete as applicable



PART B

ENFORCEMENT METHOD MODIFICATION NOTICE

To: **POUNDLAND LIMITED** (the "Pledgor")

From: **GLAS TRUST CORPORATION LIMITED** (the "Pledgee")

Date: [●]

Dear Sirs,

Agreement establishing Registered and Civil Pledges on Shares in DEALZ POLAND SP. Z O.O. entered into between the Pledgor and the Pledgee dated 1 March 2018 (the "**Agreement**")

1. We refer to the Agreement. This is the Enforcement Method Modification Notice. Terms defined in the Agreement have the same meaning in this Enforcement Method Modification Notice, unless given a different meaning in this Enforcement Method Modification Notice.
2. We hereby inform that we intend to enforce the Secured Claim through *[through court enforcement proceedings/by way of Pledgee taking over the ownership of the Shares pursuant to [Article 22 of the Law on the Registered Pledge]/[through the sale of the Shares in a public tender carried out by a notary or a court enforcement officer pursuant to Article 24 of the Law on the Registered Pledge and the Regulation].²*
3. This Enforcement Method Modification Notice and any non-contractual obligations arising out of or in connection with it are governed by Polish law.

Yours faithfully,

For and on behalf of GLAS TRUST CORPORATION LIMITED

Full name:
Title:

Full name:
Title:

² Delete as applicable

SCHEDULE 4

NOTICE OF ACQUISITION OF NEW SHARES

To: **GLAS TRUST CORPORATION LIMITED** (the "Pledgee")

From: **POUNDLAND LIMITED** (the "Pledgor")

Date: [●]

Dear Sirs,

We refer to the Agreement establishing Registered and Civil Pledges on the shares in the share capital of DEALZ POLAND SP. Z O.O. entered into on 1 March 2018 between the Pledgee and the Pledgor (the "Agreement"). Terms defined in the Agreement have the same meaning in this notice, unless specifically stated otherwise.

We hereby inform you, in accordance with Clause 4(a) (*Undertaking to establish registered and civil pledges over new shares*), as to the [subscription for]/[acquisition] [●] of the New Shares as a result of [increase in the share capital of the Company] [pursuant to the share purchase agreement dated [●]].

The acquisition took place on [●].

We enclose herewith [the resolution of the Company's shareholders' meeting regarding the increase in the share capital and a copy of the current excerpt from the National Court Register maintained for the Company confirming the fact of entering the share capital increase in the register]/[the share purchase agreement dated [●]].

Yours faithfully,

For and on behalf of POUNDLAND LIMITED :

Full name:

Title:

Full name:

Title:



SCHEDULE 5

POWER OF ATTORNEY OF VOTING RIGHTS

THIS POWER OF ATTORNEY is granted on 1 March 2018 by **POUNDLAND LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in United Kingdom, at Wellmans Road Willenhall, West Midlands, WV 13 2 QT, United Kingdom, and registered under the number 02495645 (the "**Pledgor**"), in favor of **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in London, at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, and registered under the number 07927175 (the "**Pledgee**").

This Power of Attorney is granted pursuant to Clause 6.1 (*Voting Rights Power of Attorney*) of the Agreement establishing Registered and Civil Pledges on the shares in the share capital of Dealz Poland Sp. z o.o. (the "**Company**") entered into on 1 March 2018 by the Pledgor and the Pledgee (the "**Agreement**").

Any terms in capital letters used in this Power of Attorney and not defined in this Power of Attorney shall have the meaning given to them in the Agreement.

1. The Pledgor hereby grants to the Pledgee this Power of Attorney with full power of substitution to exercise at any time the voting rights and any other corporate and property rights under Polish law and under the articles of association of the Company attached to all or any of the shares in the capital of the Company held by the Pledgor, as the Pledgee deems as fit, whether at the Company's shareholders' meeting or otherwise. In particular, but without limitation, the Pledgee shall have the following rights:
 - (a) the right to demand that the management board of the Company should convene an extraordinary or ordinary Company's shareholders' meeting or to convene such meetings if the Management Board of the Company fails to convene the meetings on the Pledgee's demand;
 - (b) the right to convey ordinary and extraordinary the shareholders' meeting of the Company; and
 - (c) the right to give any consent or authorization that is required under Polish law or under the constitutional documents from the Pledgor as a shareholder of the Company.
2. During the Security Period, the Pledgor waives its right to revoke this Power of Attorney without the written consent of the Pledgee. The Pledgor declares that its renunciation of the right of revocation is justified by the nature of the legal relationship created by the Agreement, on which this Power of Attorney is based and which consists of securing the Secured Claim.
3. The limitations set out by article 108 of the Civil Code do not apply.
4. This Power of Attorney shall expire at the end of the Security Period.
5. This Power of Attorney is governed by Polish law.

6. This Power of Attorney is granted in English and Polish language versions.

7. In case of discrepancy between the two languages versions, the English version shall prevail.

For and on behalf of the **POUNDLAND LIMITED**

Full name: Arkadiusz Grabalski

Title: Attorney

[Signature certified by a notary public]

SCHEDULE 6

POWER OF ATTORNEY TO EXECUTE NEW PLEDGE AGREEMENTS

THIS POWER OF ATTORNEY is granted on 1 March 2018 by **POUNDLAND LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in United Kingdom, at Wellmans Road Willenhall, West Midlands, WV 13 2 QT, United Kingdom, and registered under the number 02495645 (the "**Pledgor**") in favor of **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the laws of England and Wales, with its registered office in London, at 45 Ludgate Hill, London EC4M 7JU, United Kingdom, and registered under the number 07927175 (the "**Pledgee**").

This Power of Attorney is granted pursuant to 12(c) (*Pledgor's duties, Powers of Attorney for the Pledgee*) of the agreement on registered and civil pledges over shares in the share capital of Dealz Poland Sp. z o.o. entered into on 1 March 2018 by the Pledgor and the Pledgee (the "**Agreement**").

Any terms in capital letters used in this Power of Attorney and not defined in this Power of Attorney shall have the meaning given to them in the Agreement.

1. The Pledgor irrevocably appoints, by way of security, the Pledgee as its attorney (with full power to grant further powers of attorney) for the purpose of executing New Pledge Agreement. The Pledgee is authorized to use this Power of Attorney only in case the Pledgor does not perform its duties under Clause 4 (*Undertaking to establish registered and civil pledges on New Shares*) of the Agreement.
2. Under this Power of Attorney, the Pledgee may appoint a professional attorney to initiate and take part in proceedings on registration of registered pledges established under New Pledge Agreement in the Pledge Register on behalf of the Pledgor.
3. The Pledgee is irrevocably authorized to execute with itself, on behalf of the Pledgor, an agreement establishing security referred to in point 1 above, on the terms and conditions substantially the same as in the Agreement, as well as all other actions, which may be required under such agreement, therefore the Pledgor releases the Pledgee from the limitations arising from Article 108 of the Polish Civil Code.
4. During the Security Period, the Pledgor waives its right to revoke this Power of Attorney without the written consent of the Pledgee. The Pledgor declares that its renunciation of the right of revocation is justified by the nature of the legal relationship created by the Agreement, on which this Power of Attorney is based and which consists of securing the Secured Claim.
5. The limitations set out by article 108 of the Civil Code do not apply.
6. This Power of Attorney shall expire at the end of the Security Period.
7. This Power of Attorney is governed by Polish law.
8. This Power of Attorney is granted in English and Polish language versions.
9. In case of discrepancy between the two languages versions, the English version shall prevail.

For and on behalf of the **POUNDLAND LIMITED**

Full name: Arkadiusz Grabalski

Title: Attorney

[Signature certified by a notary public]

A handwritten signature in the bottom right corner of the page.

PARTIES' SIGNATURES

POUNDLAND LIMITED as Pledgor:



Full name: Arkadiusz Grabalski

Title: Attorney

GLAS TRUST CORPORATION LIMITED as Pledgee:



Full name: Szymon Gałkowski

Title: Attorney

[Signatures certified by a notary public]

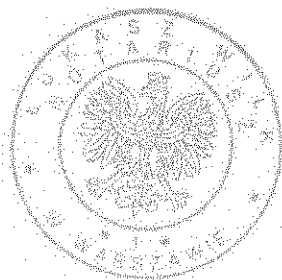
Repertorium A nr 2977/2018

Dnia pierwszego marca dwa tysiące osiemnastego roku (2018-03-01), Łukasz Wilk, notariusz w Warszawie, prowadzący kancelarię notarialną przy ulicy Siennej 86 w Warszawie, w budynku przy placu Piłsudskiego 1 w Warszawie, poświadcza że podpisy na dokumencie złożyli: -----

- 1) **Szymon Janusz Gałkowski**, syn Janusza i Bożeny, PESEL 85050713830, zamieszkały w Warszawie (02-390) przy ulicy Grójeckiej 194 m. 147, którego tożsamość została stwierdzona na podstawie dowodu osobistego ATH 865054,-----
- 2) **Arkadiusz Sławomir Grabalski**, syn Henryka i Zofii, PESEL 70022100413, zamieszkały w Warszawie (02-577) przy alei Niepodległości 118 m. 30, którego tożsamość została stwierdzona na podstawie dowodu osobistego CGU 763444,-----

Koszty: -----

- 1) wynagrodzenie notariusza – na podstawie §§ 13 i 17 rozporządzenia Ministra Sprawiedliwości z dnia 28 czerwca 2004 roku w sprawie maksymalnych stawek taksy notarialnej – w kwocie ----- 600,- złotych,
- 2) podatek od towarów i usług od wynagrodzenia notariusza – na podstawie art. 41 ust. 1 w związku z art. 146a pkt 1 ustawy z dnia 11 marca 2004 roku o podatku od towarów i usług – w kwocie ----- 138,- złotych.



Łukasz Wilk
notariusz

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