



Registration of a Charge

Company Name: **MCBRIDE HOLDINGS LIMITED**

Company Number: **02805339**



XBHZFUFL

Received for filing in Electronic Format on the: **02/12/2022**

Details of Charge

Date of creation: **25/11/2022**

Charge code: **0280 5339 0007**

Persons entitled: **GLAS TRUST CORPORATION LIMITED OF 55 LUDGATE HILL, LEVEL 1, WEST, LONDON, EC4M 7JW AS SECURITY AGENT**

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2805339

Charge code: 0280 5339 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2022 and created by MCBRIDE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2022 .

Given at Companies House, Cardiff on 5th December 2022

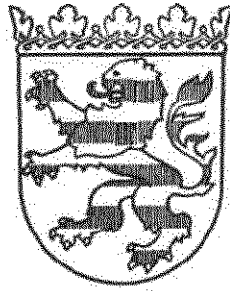
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Recorded

at Frankfurt am Main on 25 November 2022

Before me, the undersigned notary in the district of
the Higher Regional Court of Frankfurt am Main

Dr Christian Wicker

with official place of business in
60325 Frankfurt am Main, Bockenheimer Landstraße 13–15,

appeared today, all identified by their valid official photo-identification documents:

1. Mr Ilgin Ayhan, attorney-at-law (*Rechtsanwalt*), born on 22 December 1988, with business address at DLA Piper UK LLP, Neue Mainzer Straße 6-10, 60311 Frankfurt am Main, acting not in his own name, but – excluding any personal liability – on the basis of written powers of attorney, the originals of which were available at the recording and copies of which are attached hereto, which are hereby certified to be true and correct copies of the original, for and on behalf of
 - a) **MCBRIDE HOLDINGS LIMITED** with registered address at McBride Holdings Limited Middleton Way, Middleton, Manchester, M24 4DP, United Kingdom, registered with the Registrar of Companies for England and Wales (*Companies House*) under company no 02805339,
 - b) **Chemolux Germany GmbH** with its seat in Düsseldorf and domestic business address at Heinrichstrasse 73, 40239 Düsseldorf, registered with the commercial register of the local court of Düsseldorf under HRB 56399;
2. Ms Jovana Filipović Ćirković, transaction lawyer, born on 7 January 1993, with business address at CLIFFORD CHANCE, Junghofstraße 14, 60311 Frankfurt am Main, acting not in her own name, but – excluding any personal liability – by virtue of a written power of attorney, a copy of which was available at the recording which

is attached hereto whereas the original shall be submitted subsequently to the notary and a certified copy of which shall be attached hereto, for and on behalf

Bayerische Landesbank with its seat in Munich and domestic business address at Brienner Straße 18, 80333 Munich, registered with the commercial register of the local court of Munich under HRA 76030;

3. Mr Marcel Knörchen, attorney-at-law (*Rechtsanwalt*), born on 1 June 1992, with business address at CLIFFORD CHANCE, Junghofstraße 14, 60311 Frankfurt am Main, acting not in his own name, but – excluding any personal liability –

- a) by virtue of a written power of attorney, a copy of which was available at the recording which is attached hereto whereas the original shall be submitted subsequently to the notary and a certified copy of which shall be attached hereto, for and on behalf

GLAS TRUST CORPORATION LIMITED with registered address at 55 Ludgate Hill, Level 1, West, London, EC4M 7JW, United Kingdom, registered in the Registrar of Companies for England and Wales (*Companies House*) under company no 07927175,

- b) pursuant to the sub power of attorney contained in the aforementioned power of attorney issued on the basis of written powers of attorney contained in an intercreditor agreement dated 29 September 2022 which, however, was not presented at the notarisation to the notary and shall only be submitted subject to the discretion of the represented parties, for and on behalf of the secured parties listed in Schedule 1 of the attached Share Pledge Agreement, except for Bayerische Landesbank, which is represented by the person appearing sub 2.

The notary instructed the persons appearing about the legal obligations applying to him under secs 12 and 17 of the German Notarisation Act (*BeurkG*). He pointed out that, in the absence of original powers of attorney, he is unable to assess the valid representation of the contractual parties at the current notarisation. The agreements purported to be concluded by the present deed may thus be (preliminarily) invalid (*(schwebend) unwirksam*) and/or unenforceable. The notary therefore recommended the delivery of written confirmation/approval declarations to him and their attachment to the present deed. The person appearing sub 3. confirmed to assess the risk and waived the proposed procedure and asked for the continuation of the recording.

Neither the notary nor the proxies assume any liability as to the validity and/or the scope of the powers of attorney presented. The acting notary advised the persons appearing that he could neither examine the authenticity of the signatures nor the representative capacity of the persons who purported to have signed the powers of attorney. The persons appearing expressly released the Notary from any such obligation and insisted on the immediate notarisation.

The notary explained the restrictions on officiating pursuant to sec 3 para 1 sent 1 no 7 of the German Notarisation Act (*BeurkG*) and asked whether there had been a prior involvement within the meaning of the Act. The question was answered in the negative.

The persons appearing requested that this written record be recorded in the English language. The notary, who is in sufficient command of the English language, satisfied himself as to that the persons appearing are in sufficient command of the English language as well.

I.

Share Pledge Agreement regarding all the shares in Chemolux Germany GmbH

The persons appearing – acting as indicated – made the declarations contained in the Share Pledge Agreement regarding *inter alia* all the shares in Chemolux Germany GmbH ("**Share Pledge Agreement**") attached hereto as an **Annex**. The Share Pledge Agreement is headed by a table of contents which is inserted for ease of reference only and is therefore not subject matter of notarisation.

II.

Costs

The notarial fees associated with the recording of the present deed shall be borne by MCBRIDE HOLDINGS LIMITED.

III.

Notary's Instructions

The Notary advised the persons appearing that



- a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical);
- there does not exist a German Federal Supreme Court decision supporting the practise of creating a pledge to the benefit of future pledgees by way of an agent acting as representative without power of attorney;
- notwithstanding section 16 para 3 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaft mit beschränkter Haftung*) there is no *bona fide* creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgees are protected if the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party);

- the English original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes;
- the personal data of the persons involved in the present recording will be stored and processed in the notary's office and, within the notary's official capacity, shared with third persons which was agreed to as a matter of precaution; furthermore, the transmission of messages and documents by e-mail was approved of;
- all parties to this agreement will be liable as joint and several debtors for all notarial fees and taxes if any, by operation of law, irrespective of whatever internal agreement has been made in that respect.

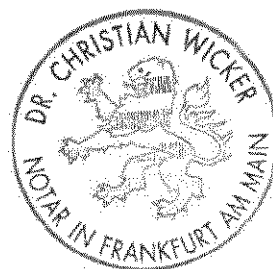
IV.

Concluding Statement

The foregoing written record of notarisation including its Annex (Share Pledge Agreement, excluding, however, its table of contents and including its Schedules 1 and 2, however, excluding its Schedules 3 and 4, which are attached for documentary purposes only) was read out aloud by the notary to the persons appearing, was submitted to them for inspection, was approved by them and signed by them and the notary in their own hands as follows:


J. Kirchner

M. Wicker


Notary



Annex

to deed register no. 1002 / 2022 CW
of the notary Dr Christian Wicker in Frankfurt am Main

MCBRIDE HOLDINGS LIMITED

AS PLEDGOR

GLAS TRUST CORPORATION LIMITED

AS SECURITY AGENT AND PLEDGEE

THE INSTITUTIONS NAMED HEREIN

AS PLEDGEES

SHARE PLEDGE AGREEMENT

(Geschäftsanteilsverpfändung)

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This **SHARE PLEDGE AGREEMENT** (the "**Agreement**") is made on 25 November 2022

BETWEEN:

- (1) **MCBRIDE HOLDINGS LIMITED** a limited liability company organised under the laws of the United Kingdom, having its business address McBride Holdings Limited, Middleton Way, Middleton, Manchester M24 4DP, United Kingdom which is registered under no. 02805339 (the "**Pledgor**");
- (2) **CHEMOLUX GERMANY GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, having its business address at Heinrichstraße 73, 40239 Düsseldorf, Germany which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 56399 (the "**Pledged Company**");
- (3) **HSBC CONTINENTAL EUROPE, BNP PARIBAS, KBC BANK NV, LONDON BRANCH, BAYERISCHE LANDESBANK, BANK OF CHINA LIMITED, LONDON BRANCH** and **BANCO BILBAO VIZCAYA ARGENTARIA, S.A., LONDON BRANCH**, in their capacity as mandated lead arrangers under the Amended Facilities Agreement (as defined below) (the "**Arrangers**");
- (4) **HSBC CONTINENTAL EUROPE**, in its capacity as agent under the Amended Facilities Agreement;
- (5) **GLAS TRUST CORPORATION LIMITED**, in its capacity as security agent under the Amended Facilities Agreement (as defined below) (the "**Security Agent**"); and
- (6) the institutions listed in Schedule 1 (*List of Original Financial Institutions*) hereto in their capacity as original lenders (the "**Original Lenders**"), hedge counterparty (the "**Original Hedge Counterparties**") and ancillary lenders (the "**Original Ancillary Lenders**") under the Amended Facilities Agreement (as defined below);

(the institutions named in (3) to (6) are hereinafter referred to as the "**Original Pledgees**").

WHEREAS:

- (A) Reference is made to an amendment and restatement agreement dated 29 September 2022 (the "**2022 Second Amendment Agreement**") and entered into between, among others, (1) McBride plc as the company (the "**Company**"), (2) the companies listed in Part A (*List of Original Borrowers*) of Schedule 2 (*Original Obligors*) (the "**Original Borrowers**"), (3) the companies listed in Part B (*List of Original Guarantors*) of Schedule 2 (*Original Obligors*) (the "**Original Guarantors**"), (4) the Arrangers, (5) the Original Lenders, (6) the Original Ancillary Lenders, (7) the Original Hedge Counterparties, (8) the Agent (as defined below) and (9) the Security Agent, relating to the Original Facilities Agreement (as defined below) (the Original Facility Agreement as amended and restated by the 2022 Second Amendment Agreement and as further as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Amended Facilities Agreement**").
- (B) The Pledgor has agreed to grant a pledge over its shares in the Pledged Company (as defined below) as security for the Pledgees' (as defined below) respective claims against

the Debtors (as defined below) (or any of them) under or in connection with the Debt Documents (as defined below).

- (C) The security created by or pursuant to this Agreement is to be administered by the Security Agent for and on behalf of the Pledgees pursuant to the intercreditor agreement dated 29 September 2022 between, *inter alia*, the Company, the Original Borrowers and the Original Guarantors as original debtors (the "**Original Debtors**"), the Agent and the Security Agent (the "**Intercreditor Agreement**").

NOW, IT IS AGREED as follows:

1. DEFINITIONS AND LANGUAGE

1.1 Definitions

In this Agreement:

"**Agent**" means HSBC Continental Europe in its capacity as agent under the Amended Facilities Agreement and any successor appointed as agent under the Amended Facilities Agreement.

"**Ancillary Lender**" means any Original Ancillary Lender and any Lender or any affiliate of a Lender that makes available any ancillary facility under the Debt Documents.

"**Declared Default**" means the occurrence of any event of default (*Kündigungsgrund*) under the Amended Facilities Agreement which has resulted in any notice being served in accordance with the acceleration clause of the Amended Facilities Agreement notifying the Company that the Agent exercises or directs the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Debt Documents.

"**Debt Documents**" means the Amended Facilities Agreement, the Intercreditor Agreement, any borrower and/or guarantor accession letter relating to the Amended Facilities Agreement, any letter of credit or bank guarantee relating to the Amended Facilities Agreement, any fee letters relating to the Amended Facilities Agreement, any extension notice relating to the Amended Facilities Agreement, any security documents relating to the Amended Facilities Agreement, any hedging agreement entered into by a Hedge Counterparty relating to the Amended Facilities Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender, any resignation letter relating to the Amended Facilities Agreement, any increase confirmation relating to the Amended Facilities Agreement, any teg letter relating to the Amended Facilities Agreement, any reference rate supplement relating to the Amended Facilities Agreement, any compounding methodology supplement relating to the Amended Facilities Agreement and any other document that may be entered into pursuant to any of the foregoing in relation to the Amended Facilities Agreement.

"**Debtors**" means the Original Debtors, any entity which may accede to the Amended Facilities Agreements as an additional borrower, any entity which may accede to the Amended Facilities Agreement as additional guarantor, any affiliate of a borrower that becomes a borrower under any ancillary facility pursuant to the terms of the Amended

Facilities Agreement and any person which becomes a party to the Intercreditor Agreement as debtor and "**Debtor**" means any of them.

"**Event of Default**" means any event of default (*Kündigungsgrund*) under the Amended Facilities Agreement.

"**Existing Shares**" has the meaning given to such term in sub-clause 2.1 hereof.

"**Future Pledgee**" means any entity which may become a pledgee hereunder by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of any part of the Secured Obligations from any Original Pledgee or Future Pledgee to such future pledgee and/or (ii) accession to this Agreement pursuant to sub-clause 3.4 hereof as pledgee.

"**Future Shares**" means all additional shares in the capital of the Pledged Company (irrespective of their nominal value) which the Pledgor may acquire in the future in the event of a share transfer, a share split, a share combination, an increase of the capital of the Pledged Company (including by way of authorised capital (*genehmigtes Kapital*)) or otherwise.

"**Group**" means McBride plc and each of its respective subsidiaries from time to time.

"**Hedge Counterparty**" means any Lender or affiliate of any Lender who has entered into a hedging agreement for the purpose of hedging interest rate liabilities and FX in relation to the Amended Facilities Agreement provided it has become a party to the Amended Facilities Agreement and the Intercreditor Agreement in its capacity as hedge counterparty.

"**Lenders**" means the Original Lenders and any entity which may become a lender under the Amended Facilities Agreement in the future and "Lender" means any of them.

"**Original Facilities Agreement**" means the facility agreement originally dated 10 May 2021 between, amongst others, McBride plc and certain of its subsidiaries as borrowers and guarantors, the Agent, and the financial institutions named therein as lenders, as varied, amended, supplemented or extended by the supplemental amendment agreement dated 22 December 2021, the waiver letter dated 18 February 2022 and the supplemental amendment agreement dated 28 June 2022.

"**Parallel Obligations**" means the independent obligations of any of the Debtors arising pursuant to the Intercreditor Agreement to pay to the Security Agent sums equal to the sums owed by such Debtor to the other Secured Parties (or any of them) under the Debt Documents.

"**Pledge**" and "**Pledges**" have the meaning given to such terms in sub-clause 3.1.

"**Pledgees**" means the Original Pledgees and the Future Pledgees, and "**Pledgee**" means any of them.

"**Secured Obligations**" means all present and future obligations and liabilities at any time due, owing or incurred by each Pledgor to the Security Agent (whether for its own account or as trustee for the Pledgees) or any other Pledgee under or pursuant to the

Debt Documents, both actual and contingent, whether originally incurred by that Pledgor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including, but not limited to the Parallel Obligations and any liability in respect of any future advances made under the Debt Documents. The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) and tort (*Delikt*).

"**Shares**" means the Existing Shares and the Future Shares.

"**Secured Parties**" means the Lenders, the Agent, the Security Agent, any Ancillary Lender, any Hedge Counterparty and any Arranger.

- 1.2 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.
- 1.3 Any reference in this Agreement to a "**Clause**", a "**sub-clause**" or a "**Schedule**" shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-clause or a Schedule in this Agreement.
- 1.4 To the extent legally permissible under German law and except for the in rem creation of the security interest hereunder, nothing in this Agreement shall restrict any transaction which is permitted by the Amended Facilities Agreement or the Intercreditor Agreement.

2. PLEDGED SHARES

- 2.1 The Pledged Company has a nominal share capital (*Stammkapital*) of EUR 200,000 (in words: Euro two hundred thousand) consisting of one share with a nominal amount (*Nennbetrag*) of EUR 200,000 (in words: Euro two hundred thousand) (the "**Existing Share**").
- 2.2 The Pledgor is the owner of the Existing Share and is registered as such in the shareholder list (*Gesellschafterliste*) of the Pledged Company as filed (*aufgenommen*) with the commercial register (*Handelsregister*), a copy of which is attached as Schedule 3 (*Copy of Shareholder List*).

3. PLEDGE

- 3.1 The Pledgor hereby pledges to each of the Pledgees the Shares together with all ancillary rights and claims associated with the Shares as more particularly specified in Clause 4 (the "**Pledge**").
- 3.2 Each of the Original Pledgees hereby accepts its Pledge for itself.
- 3.3 The Pledgor hereby notifies the Pledged Company of the Pledges pursuant to section 1280 of the German Civil Code (*Bürgerliches Gesetzbuch*). The Pledged Company hereby accepts such notification. Furthermore, the Pledged Company has approved the creation and enforcement of the Pledge as required in section 4 of the articles of association of the Pledged Company, which approval has been granted by the certificate of the Pledged Company dated 29 September 2022 attached hereto in Schedule 4.

3.4 The Security Agent accepts, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), the respective Pledges for and on behalf of each Future Pledgee. Each Future Pledgee ratifies and confirms the declarations and acts so made by the Security Agent on its behalf by accepting

3.4.1 the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of the Secured Obligations (or part of them) from a Pledgee;

3.4.2 the assumption of any commitment which replaces (in full or in part) the commitment of a Pledgee under the Amended Facilities Agreement which has been cancelled; or

3.4.3 the appointment to become a successor agent under the Amended Facilities Agreement.

Upon such ratification (*Genehmigung*) such Future Pledgee becomes a party to this Agreement, it being understood that any future or conditional claim (*zukünftiger oder bedingter Anspruch*) of such Future Pledgee arising under the Debt Documents shall be secured by the Pledges constituted hereunder.

3.5 All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Agent acting as representative without power of attorney for each Future Pledgee.

3.6 The Pledgor herewith authorises the Security Agent to notify on its behalf the Pledge and/or the identity of any Future Pledgee and the new pledges created pursuant to sub-clause 3.4 above to the Pledged Company. Upon request of the Security Agent, the Pledgor shall without undue delay give such notice and provide the Security Agent with a copy thereof.

3.7 The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder. The Pledges to each of the Pledgees shall be separate and individual pledges ranking *pari passu* with the other Pledges created hereunder.

3.8 The Pledge is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Obligations.

3.9 For the avoidance of doubt, the parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of all or part of the Secured Obligations by any Pledgee to a Future Pledgee.

4. SCOPE OF THE PLEDGE

4.1 The Pledge constituted by this Agreement includes:

4.1.1 the present and future rights to receive:

(a) dividends attributable to the Shares, if any; and

- (b) liquidation proceeds, redemption proceeds (*Einziehungsentgelt*), repaid capital in case of a capital decrease, any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Pledged Company, the surplus in case of surrender (*Preisgabe*), any repayment claim for any additional capital contributions (*Nachschüsse*) and all other pecuniary claims associated with the Shares;

4.1.2 the right to subscribe for newly issued shares;

4.1.3 all other rights and benefits attributable to the Shares; and

4.1.4 all present and future pecuniary claims of the Pledgor against the Pledged Company arising under or in connection with any domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) or partial profit transfer agreement (*Teilgewinnabführungsvertrag*) which may be entered into between the Pledgor and the Pledged Company.

4.2 Notwithstanding that the dividends and pecuniary claims arising under or in connection with any domination and/or (partial) profit transfer agreement are pledged hereunder, the Pledgor shall be entitled to receive and retain all dividend payments in respect of the Shares and all payments on such pecuniary claims until such time as the Pledgees are entitled to enforce the Pledge constituted hereunder.

5. **PURPOSE OF THE PLEDGE**

The Pledge hereunder is constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations. The Pledge shall also cover any future extension of the Secured Obligations and the Pledgor herewith expressly agrees that the provisions of section 1210 para 1 sentence 2 of the Civil Code (*Bürgerliches Gesetzbuch*, "BGB") shall not apply to this Agreement.

6. **EXERCISE OF MEMBERSHIP RIGHTS**

The membership rights, including the voting rights, attached to the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in good faith to ensure that the validity and enforceability of the Pledges are not in any way adversely affected unless permitted under the terms of the other Debt Documents.

7. **ENFORCEMENT OF THE PLEDGES**

7.1 Following the occurrence of a Declared Default and provided that the requirements set forth in sections 1273 para 2, 1204 *et seq.* BGB with regard to the enforcement of the Pledge are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable, then in order to enforce the Pledge, the Pledgees, acting through the Security Agent, may at any time thereafter avail themselves of all rights and remedies that a pledgee has against a pledgor under the laws of the Federal Republic of Germany.

7.2 Notwithstanding section 1277 BGB, the Pledgees are entitled to exercise their rights without obtaining an enforceable judgment or other instrument (*vollstreckbarer Titel*).

The Pledgees shall be entitled to have the Pledge enforced in any manner allowed under the laws of the Federal Republic of Germany, in particular have the Pledge sold (including at public auction).

- 7.3 The Pledgor hereby expressly agrees that 5 (five) business days' prior written notice of the place and time of any such sale shall be sufficient and the Pledgees, acting through the Security Agent, shall not be obliged to deliver any further notices (including, but not limited to the notices set out under section 1234 BGB) to it prior to such sale. No such notice shall be required if (i) the Pledgor has generally ceased to make payments (*Zahlungseinstellung*), (ii) an application for the institution of insolvency proceedings is filed by or against the Pledgor or (iii) the Pledgees have reasonable grounds to believe that observance of the notice period will adversely affect the legitimate interests (*berechtigte Interessen*) of any Pledgee. The sale may take place at any place in the Federal Republic of Germany designated by the Security Agent, acting for and on behalf of the Pledgees.
- 7.4 If the Pledgees, acting through the Security Agent, should seek to enforce the Pledge under sub-clause 7.1, the Pledgor shall, at its own expense, render forthwith all necessary assistance in order to facilitate the prompt sale of the Shares or any part thereof and/or the exercise by the Pledgees, acting through the Security Agent, of any other right they may have as Pledgee.
- 7.5 Following satisfaction of the requirements for enforcement under sub-clause 7.1, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Shares may be applied by the Pledgees, acting through the Security Agent, in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral.
- 7.6 Even if the requirements for enforcement referred to under sub-clause 7.1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares. However, the Pledgor shall, upon occurrence of an event which allows the Pledgees to enforce the Pledge, notify the Pledgees by notification in writing to the Security Agent in its capacity as Security Agent for and on behalf of the Pledgees, forthwith of any shareholders' meeting and allow their proxy or any other person designated by the Pledgees, acting through the Security Agent, to attend all such shareholders' meetings of the Company as attendants without power to vote.
- 7.7 The Pledgees, acting through the Security Agent, may, in their sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations. The Pledgor hereby expressly waives its right pursuant to section 1230 sentence 2 BGB to limit the realisation of the Pledge and pledges over the shares or partnership interests in one or more other companies to such number of pledges as are necessary to satisfy the Secured Obligations and agrees further that the Security Agent may decide to enforce the Pledge individually in separate proceedings or together with pledges over shares or partnership interests in one or more other companies in one single proceeding (*Gesamtverwertung*).
- 7.8 The Pledgor hereby expressly waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechnungbarkeit*) pursuant to sections 770, 1211 BGB.

- 7.9 The Pledgor hereby expressly waives its defences based on defences any Debtor might have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to section 1211 para 1 sentence 1 alternative 1 BGB.
- 7.10 If the Pledge is enforced or if the Pledgor has discharged any of the Secured Obligations (or any part of them), section 1225 BGB (legal subrogation of claims to a pledgor – *Forderungsübergang auf den Verpfänder*) shall not apply and no rights of the Pledgees shall pass to the Pledgor by subrogation or otherwise. Further, the Pledgor shall not at any time before, on or after an enforcement of the Pledge and as a result of the Pledgor entering into this Agreement, be entitled to demand indemnification or compensation from the Pledged Company or from any affiliate of the Pledged Company or to assign any of these claims.

8. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to each of the Pledgees that:

- 8.1 the statements made in Clause 2 above are true and correct;
- 8.2 the Existing Shares are fully paid in and there is no obligation for a shareholder to make additional contributions (*keine Nachschusspflicht*);
- 8.3 the share capital has not been repaid in any way; and
- 8.4 there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Pledged Company.

9. UNDERTAKINGS OF THE PLEDGOR

During the term of this Agreement, the Pledgor undertakes to each of the Pledgees:

- 9.1 to resolve the amendment of the articles of association (*Satzung*) of the Pledged Company regarding the deletion of section 4 (*Verfügung über Geschäftsanteilen*) and deliver the application of filing for registration of this amendment with the relevant commercial register within twenty (20) business days from the date of this Agreement.
- 9.2 to promptly effect any contributions in cash (*Bareinlage*) or kind (*Sacheinlage*) to be made in respect of the Shares;
- 9.3 to promptly notify the Pledgees, by notification in writing to the Security Agent in its capacity as agent for and on behalf of the Pledgees, of any encumbrance over the Shares (or part of them) or of the registration of an objection (*Widerspruch*) in relation to the Shares of the Pledgor in the shareholders list (*Gesellschafterliste*) as filed (*aufgenommen*) with the commercial register (*Handelsregister*). In the case of any attachment (*Pfändung*) in respect of any of the Shares, the Pledgor shall promptly notify the Pledgees, by notification in writing to the Security Agent in its capacity as agent for and on behalf of the Pledgees, such notice to be accompanied by any documents the Pledgees might need to defend themselves against any claim of the third party. In particular, the Pledgor shall promptly forward to the Security Agent in its capacity as agent for and on behalf of the Pledgees a copy of the attachment order (*Pfändungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment;

9.4 in the event of any increase in the capital of the Pledged Company, not to allow, without the prior written consent of the Pledgees, acting through the Security Agent or permitted under the Amended Facilities Agreement, any party other than itself to subscribe for any Future Shares, and not to defeat, impair or circumvent in any way the rights of the Pledgees created hereunder; and

9.5 not to change the articles of association of the Pledged Company to the effect that any transfer of Shares shall only be possible with the consent of the shareholders;

10. DURATION AND INDEPENDENCE

10.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. The Pledge shall not cease to exist if the Debtors under the Debt Documents have only temporarily discharged the Secured Obligations.

10.2 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Debt Documents or in any document or agreement related to any of the Debt Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it.

10.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees or the Security Agent. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.

10.4 Waiving section 418 BGB, the Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party.

11. RELEASE OF PLEDGE (*PFANDFREIGABE*)

11.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees will as soon as reasonably practicable declare the release of the Pledge (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledge, due to their accessory nature (*Akzessorietät*), cease to exist by operation of German mandatory law.

11.2 At any time when the total value of the aggregate security granted by the Pledgor and any other entity under the Debt Documents to secure the Secured Obligations (the "Security"), which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*), more than temporarily exceeds 110% of the Secured Obligations (the "Limit"), the Pledgees shall on demand of the Pledgor release such part of the Security (*Sicherheitenfreigabe*) as the Pledgees may in their reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

12. PARTIAL INVALIDITY; WAIVER

12.1 The parties agree that should at any time any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions, and this Agreement will remain valid and effective, save for the void,

invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions.

- 12.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.
- 12.3 No failure to exercise, nor any delay in exercising, on the part of the Pledgees, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.
- 12.4 In particular, the Pledge shall not be affected and shall in any event extend to any and all shares in the Pledged Company even if the number or nominal value of the Existing Shares or the aggregate share capital of the Pledged Company as stated in Clause 2 are inaccurate or deviate from the actual facts.

13. **AMENDMENTS**

Changes and amendments to this Agreement including this Clause 13 shall be made in writing, unless notarial form by operation of law is required.

14. **NOTICES AND THEIR LANGUAGE**

- 14.1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter or posted or delivered by hand, fax or, except where any party specifically requires in writing (including by electronic mail) otherwise, by electronic mail or other electronic means.
- 14.2 Any electronic communication made between two parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.
- 14.3 Any electronic communication which becomes effective, in accordance with sub-clause 14.2 above, after 5:00 p.m. in the place in which the party to whom the relevant communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- 14.4 Each notice or communication shall be given to the relevant party at the address, fax number or electronic mail address and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other. The initial address, fax number, electronic mail address and person(s) or department so specified by each party are set out below:

For the Pledgor:

McBride plc

Address: Central Park, Northampton
Road, Manchester, M40
5BP, United Kingdom

Fax: N/A

Attention: The Chief Financial Officer

Email:
G.MacGeekie@mcbride.co.uk

For the Pledgees to the Security Agent: GLAS Trust Corporation Limited

Address: 55 Ludgate Hill, Level 1
West London, EC4M 7JW
United Kingdom

Attention: Transaction Management
Group/ Vancouver

Email: dcm@glas.agency

14.5 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting, and (ii) in case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch.

14.6 Save for the notice pursuant to section 1280 BGB, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

15. APPLICABLE LAW, JURISDICTION

15.1 The Parties have the common understanding that the laws of the Federal Republic of Germany are applicable.

15.2 The place of jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the courts in Frankfurt am Main. The Pledgees however, shall also be entitled to take action against the Pledgor in any other court of competent jurisdiction. Further, the taking of proceedings against the Pledgor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

SCHEDULE 1
LIST OF ORIGINAL FINANCIAL INSTITUTIONS

1. Original Lenders

- a) HSBC Continental Europe, 38, avenue Kléber - 75116 Paris, France
- b) BNP Paribas, 16 Boulevard Des Italiens, Paris, 75009, France
- c) KBC Bank NV, London Branch, 111 Old Broad Street, London, EC2N 1BR, England
- d) Bayerische Landesbank, Brienner Straße 18, München, 80333, Germany
- e) Bank of China Limited, London Branch, 1 Lothbury, London EC2R 7DB, England
- f) Banco Bilbao Vizcaya Argentaria, S.A., London Branch, One Canada Square, London, Canary Wharf, E14 5AA
- g) BNP Paribas, London Branch, 10 Harewood Avenue, London, NW1 6AA, England
- h) KBC Bank NV, 2 Havenlann, 1080 Brussels (Sint-Jans-Molenbeek), Belgium

2. Original Hedge Counterparties

- a) HSBC Bank plc, 8 Canada Square, London, E14 5HQ
- b) KBC Bank NV, 2 Havenlann, 1080 Brussels (Sint-Jans-Molenbeek), Belgium
- c) Bayerische Landesbank, Brienner Straße 18, München, 80333, Germany
- d) BNP Paribas, 16 Boulevard Des Italiens, Paris, 75009, France

3. Original Ancillary Lenders

- a) BNP Paribas, London Branch, 10 Harewood Avenue, London, NW1 6AA, England
- b) KBC Bank NV, London Branch, 111 Old Broad Street, London, EC2N 1BR, England

**SCHEDULE 2
ORIGINAL OBLIGORS**

**PART A
LIST OF ORIGINAL BORROWERS**

Name of Borrower	Registration number (or equivalent, if any)
McBride Plc	England and Wales 02798634
Robert McBride Ltd	England and Wales 00220175
McBride Holdings Limited	England and Wales 02805339
McBride S.A.S.	France 391 159 548 RCS Lisieux
McBride SA	Belgium 403.984.016
Chemolux Germany GmbH	Germany HRB 56399 of the local court (<i>Amtsgericht</i>) of Duesseldorf
McBride S.A.U.	Spain - registered with the commercial registry of Barcelona under volume 23,974, sheet 183, page number B-64004. Spanish tax identification number (NIF) A-58060179
McBride Hong Kong Holdings Limited	Hong Kong 1194421
Intersilesia McBride Polska sp. z.o.o	Poland KRS 0000069218
McBride Denmark A/S	Denmark 45 06 28 13

**PART B
LIST OF ORIGINAL GUARANTORS**

Name of Guarantor	Registration number (or equivalent, if any)
McBride Plc	England and Wales 02798634
Robert McBride Ltd	England and Wales 00220175
McBride Holdings Limited	England and Wales 02805339
McBride S.A.S.	France 391 159 548 RCS Lisieux
McBride SA	Belgium 403.984.016

Chemolux Germany GmbH	Germany HRB 56399 of the local court (<i>Amtsgericht</i>) of Duesseldorf
McBride S.p.A.	Italy - tax code and registration number at the Companies' Register of Milan no. 04418161008
McBride S.A.U.	Spain - registered with the commercial registry of Barcelona under volume 23,974, sheet 183, page number B-64004. Spanish tax identification number (NIF) A-58060179
Chemolux S.à r.l.	a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at rue de l'Industrie, L-3895 Foetz, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 19423
McBride Hong Kong Holdings Limited	Hong Kong 1194421
Intersilesia McBride Polska sp. z.o.o	Poland KRS 0000069218
McBride Denmark A/S	Denmark 45 06 28 13

SCHEDULE 3
COPY OF SHAREHOLDER LIST (*GESELLSCHAFTERLISTE*)

Liste der Gesellschafter/List of Shareholders
der GmbH unter der Firma/of the GmbH with the firm name


Chemolux Germany GmbH

Sitz: Ratingen /domiciled: Ratingen

Name/name	Anschrift/address	Betrag der übernommenen Stammeinlage/ amount of the assumed share contribution
McBride Holdings Limited	McBride House, Penn Road Beaconsfield HP9 2FY, United Kingdom	200.000,-- Euro

Stammkapital/stated share capital: 200.000,-- Euro


Ort/place, Datum/date


Gary Edward Saunders
Geschäftsführer/Managing Director

30.05.2007

Hiermit beglaube ich die Übereinstimmung der in dieser Datei enthaltenen Bilddaten mit dem mir in Urschrift vorliegenden Papierdokument.

Horst Bauer
Notar

30.05.2007

SCHEDULE 4
COMPANY'S CERTIFICATE

DIRECTORS' CERTIFICATE
Chemolux Germany GmbH

Date: 29 September 2022

To: HSBC Continental Europe as agent (the "**Agent**")

Chemolux Germany GmbH is a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf, Germany, under HRB 56399 (the "**Company**").

This certificate (the "**Directors' Certificate**") is being delivered in connection with an amendment and restatement agreement (the "**2022 Second Amendment Agreement**") to be entered into between, *inter alios*, the Company, McBride plc as company, HSBC Continental Europe as agent and GLAS Trust Corporation Limited as security agent amending a EUR 175,000,000 multicurrency revolving facility agreement dated 10 May 2021 and entered into between, *inter alios*, the Company, McBride Plc as original borrower and original guarantor and the Agent, as amended pursuant to supplemental amendment agreements dated 22 December 2021 and 28 June 2022 (the "**Original Facilities Agreement**" and as amended by the 2022 Second Amendment Agreement, the "**Amended Facilities Agreement**").

The undersigned, acting as managing directors (*Geschäftsführer*) of the Company are duly authorised to certify on behalf of the Company and hereby so certify, without incurring personal liability, that as of the date of this Directors' Certificate:

1. Attached hereto as schedule 1 (*Shareholder's Resolution*) is a correct and complete copy of the shareholder's resolution approving the terms of, and the transactions contemplated by the Finance Documents (as defined in the Amended Facilities Agreement) to which the Company is a party.
2. Attached hereto as schedule 2 (*Specimen Signatures*) is a list of the persons and their specimen signature authorised to execute the Finance Documents (as defined in the Amended Facilities Agreement) and any ancillary documents to which the Company is a party and to sign or send any related documents on behalf of the Company.
3. No change or other variation has been made to the articles of association and other constitutional documents of the Company since they were last delivered to the Agent and such documents remain in full force and effect.
4. There has been no change of name of the Company that has not previously been notified in writing to the Agent.
5. It is confirmed that, subject to the 2022 Second Amendment Date (as defined in the 2022 Second Amendment Agreement), no Default (as defined in the Amended Facilities Agreement) is continuing or would occur as a result of the McBride plc's entry into, and the performance by the Company of its obligations under the 2022 Second Amendment Agreement, the Amended Facilities Agreement and the Finance Documents referred to in the 2022 Second Amendment Agreement to which the Company is a party.
6. It is certified that each copy document relating to the Company specified in Schedule 2 of the

2022 Second Amendment Agreement is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the 2022 Second Amendment Agreement.

7. The creation and enforcement of the pledges pursuant to a share pledge agreement governed by German law relating to the pledge of shares in the Company held by McBride Holdings Limited between, *inter alios*, McBride Holdings Limited as pledgor and GLAS Trust Corporation Limited and others as original pledgees are hereby approved.

[Execution Page to follow]

Execution Page to the
Directors' Certificate of Chemolux Germany GmbH

MANCHESTER, UK
Place

Place



Signature

Signature

Mark William Strickland / managing director

Peter Robert Ingelse / managing director

Name / role of authorised signatory

Name / role of authorised signatory

**Execution Page to the
Directors' Certificate of Chemolux Germany GmbH**

Place

Signature

Mark William Strickland / managing director

Name / role of authorised signatory

Place



Signature

Peter Robert Ingelse / managing director

Name / role of authorised signatory

SCHEDULE 1

SHAREHOLDER'S RESOLUTION

SHAREHOLDER'S RESOLUTION OF

Chemolux Germany GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered office at Düsseldorf and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf, Germany under HRB 56399 ("**Company**")

The sole shareholder of the Company:

McBride Holdings Limited, with registered office at Middleton Way, Middleton, Manchester M24 4DP, United Kingdom, registered in the companies house, under company number 02805339;

(the "**Shareholder**")

waiving hereby all requirements provided by law or the articles of association (*Gesellschaftsvertrag*) of the Company or any applicable rules of procedure (*Geschäftsordnung*) as to form and time of the announcing, convening and holding of a shareholder's meeting the Shareholder hereby holds an extraordinary shareholder's meeting of the Company and resolves the following shareholder's resolutions of the Company, and without prejudice for future similar situations, the shareholder's meeting hereby substitutes any potential authority of the advisory board of the Company (the "**Advisory Board**") (if applicable) for the following matters and resolves instead of the Advisory Board as follows:

1. The shareholder's meeting hereby approves the terms of, and the transactions contemplated by:

- a) an amendment and restatement agreement (the "**2022 Second Amendment Agreement**") to be entered into between, *inter alios*, the Company, McBride Plc as company, HSBC Continental Europe as agent (the "**Agent**") and GLAS Trust Corporation Limited as security agent (the "**Security Agent**") amending a EUR 175,000,000 multicurrency revolving facility agreement dated 10 May 2021 and entered into between, *inter alios*, the Company, McBride Plc as original borrower and original guarantor and the Agent, as amended pursuant to supplemental amendment agreements dated 22 December 2021 and 28 June 2022 (the "**Original Facilities Agreement**" and as amended by the 2022 Second Amendment Agreement, the "**Amended Facilities Agreement**");
- b) an intercreditor agreement to be entered into between, *inter alios*, McBride plc as company, the Company and others as debtors, the Security Agent, the Agent, the Lenders (as defined in the Amended Facilities Agreement), the Arranger (as defined in the Amended Facilities Agreement) and the Hedge Counterparties (as defined in the Amended Facilities Agreement);
- c) a fourth amendment agreement to be entered into between, *inter alios*, the Company as seller, McBride plc as guarantor, Corelux Purchaser No. 1 S.A. acting for and on behalf of its compartement MCB as purchaser and Bayerische Landesbank as advisor and sponsor relating

to a receivables purchase agreement and a term sheet each dated 10 December 2020 which documents were amended by the first amendment signed on 17 December 2020, the second amendment signed on 22 March 2021, by an amendment letter dated 16 September 2021 and by the third amendment dated 4 August 2022;

- d) an ancillary facility agreement to be entered into between BNP Paribas acting through its London Branch, McBride plc as borrower and company and the Company and others as guarantors;
 - e) the other Finance Documents (as defined in the Amended Facilities Agreement) to which the Company is or will become a party, including, but not limited to:
 - an account pledge agreement governed by German law between Chemolux Germany GmbH as pledgor, GLAS Trust Corporation Limited and others as original pledgees;
 - a security assignment agreement governed by German law between Chemolux Germany GmbH as assignor and GLAS Trust Corporation Limited as assignee;
 - a share pledge agreement governed by German law relating to the pledge of shares in Chemolux Germany GmbH held by McBride Holdings Limited between McBride Holdings Limited as pledgor and GLAS Trust Corporation Limited and others as original pledgees (the "**Share Pledge Agreement**"); and
 - f) any and all agreements and declarations which are or become necessary or required or deemed necessary or useful in connection with the Finance Documents mentioned under subparagraphs (a) to (e) above, including, but not limited to, those agreements or declarations which alter or amend the above mentioned Finance Documents.
2. The execution, delivery and performance of the Finance Documents (as defined in the Amended Facilities Agreement) to which the Company is a party and any document mentioned under paragraph 1 subparagraph (f) above are hereby approved.
3. In particular, the shareholder's meeting hereby approves the creation and enforcement of the pledges pursuant to the Share Pledge Agreement (including but not limited to the creation of the pledges over the shares in the Company pursuant to the Share Pledge Agreement and any subsequent sale or transfer in connection with the enforcement of such pledges).
4. In connection with the execution, the consummation and the performance of the Finance Documents (as defined in the Amended Facilities Agreement) each of the authorized signatories of the Company is hereby authorised and instructed to:
- a) execute – either in person or by issuing on behalf of the Company the appropriate power(s) of attorney – the Finance Documents (as defined in the Amended Facilities Agreement) and any document mentioned under paragraph 1 above on behalf of the Company;
 - b) sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request), if relevant, to be signed and/or dispatched by the Company under or in connection with the Finance Documents (as defined in the Amended Facilities Agreement) to which it is a party; and
 - c) take any acts or measures and make all declarations necessary or expedient for the effectiveness of any of the Finance Documents (as defined in the Amended Facilities Agreement).
-

5. For the purpose of this transaction, each of the authorized signatories (including, for the avoidance of doubt, the managing directors (*Geschäftsführer*)) of the Company is hereby released from the restrictions imposed by section 181 of the German Civil Code (BGB) with the right to delegate the powers under this resolution, including such release.
6. The Shareholder herewith confirms that the approvals given in this resolution include the prior approval (*Einwilligung*) as well as the subsequent approval (*Genehmigung*).
7. The resolutions and approvals shall be interpreted extensively in order to serve the purpose of their granting.
8. The shareholder's meeting approves passing of the above resolutions in written form in particular by using telefax or email (*Textform*).
9. All resolutions passed hereby shall remain unaffected by any changes in the transaction Documents, especially the amounts or the parties as well as in case of an incomplete implementation of the contemplated measures.

No further resolutions were passed.

The extraordinary shareholder's meeting is herewith closed.

[Execution Page to follow]

**Execution Page to the
Shareholder's Resolution of
Chemolux Germany GmbH**

For McBride Holdings Limited

Place/Date: 26 September 2022




(signature)

MARK WILLIAM STRICKLAND

Name of authorised signatory

SCHEDULE 2

SPECIMEN SIGNATURES

Name of Authorised Person /	Title / Power of representation	Specimen Signature
Mark William Strickland	Managing director (<i>Geschäftsführer</i>) with joint power of representation (<i>gesamtvertretungsberechtigt</i>)	
Peter Robert Ingelse	Managing director (<i>Geschäftsführer</i>) with joint power of representation (<i>gesamtvertretungsberechtigt</i>)	

SCHEDULE 2

SPECIMEN SIGNATURES

Name of Authorised Person /	Title / Power of representation	Specimen Signature
Mark William Strickland	Managing director <i>(Geschäftsführer)</i> with joint power of representation <i>(gesamtvertretungsberechtigt)</i>	
Peter Robert Ingelse	Managing director <i>(Geschäftsführer)</i> with joint power of representation <i>(gesamtvertretungsberechtigt)</i>	

Powers of Attorney

to deed register no. 1002 / 2022 CW
of the notary Dr Christian Wicker in Frankfurt am Main

Certified Copy

POWER OF ATTORNEY

The undersigned

McBride Holdings Limited

a company duly founded and validly existing under the laws of England with registered office at Middleton Way, Middleton, Manchester M24 4DP, United Kingdom, registered in the companies house, under company number 02805339

("Principal")

hereby grants power of attorney to

the following attorneys-at-law of the law firm

DLA PIPER UK LLP

Ilgin Ayhan
Sindy Martin
Emel Toluay-Ayhan
Manuel Schreck
Patrick Reuter
Ji-Min Marina Lee
Theresa Keß
Kais Torchani
Dr. Wolfram Distler
Eike Neugebauer

each with business address at

DLA Piper UK LLP
Neue Mainzer Str. 6-10
60311 Frankfurt am Main
Germany

(the "Attorneys").

The Attorneys are - each acting singly - authorized to, for and in the name of the Principal, enter into any and all legal acts and to give and receive any and all declarations and take all measures and do all actions that are necessary and/or expedient in connection with:

1. the execution as well as the subsequent amendment or adjustment of a notarial share pledge agreement (extending to ancillary rights pertaining to the shares) between, among others, McBride Holdings Limited as pledgor, Chemolux Germany GmbH as pledged company, GLAS Trust Corporation Limited as security agent and pledgee and certain financial institutions named therein as original pledgees, relating to the creation of a first-ranking pledge over the current and future shares (and associated rights) of the Principal in Chemolux Germany GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered office at Düsseldorf and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf, Germany under HRB 56399;
2. to make and receive all declarations and do all (legal) actions as are necessary or expedient for and in relation to the matters referred to in paragraph 1.

This power of attorney includes the right to perform, execute and deliver all actions required *vis-à-vis* legal entities, natural persons, authorities or courts; in particular, the application for registration of the above mentioned corporate matters with the registrar, as far as a representation on these matters is legally permissible.

The Attorneys are each released from the restrictions imposed by section 181 of the German Civil Code (*BGB*) and have each the right to delegate their power under this power of attorney, including such release.

The Principal will indemnify each Attorney from any claims that may arise at any time due to or in connection with the actions taken under this power of attorney, unless in case of wilful misconduct or gross negligence of the Attorneys.

This power of attorney shall remain unaffected by any changes in the transaction documents, especially the amounts or the parties as well as in case of an incomplete implementation of the contemplated measures.

The Principal herewith ratifies any declarations by an Attorney in relation to the matter referred to in paragraphs 1 and 2 made prior to the date hereof.

In case of doubt, this power of attorney shall be construed as widely as possible to achieve the purpose for which it was granted.

This power of attorney shall be valid until 28 February 2023.

This power of attorney shall be governed by German law.

[Execution page to follow]

EXECUTED AS A DEED

)

by MCBRIDE HOLDINGS LIMITED

)

)

[REDACTED]

Signature of director

MARK STRICKLAND

Name of director

21 NOVEMBER 2022

Date of execution

in the presence of

[REDACTED]

Signature of witness

GEORGIA TURNER

Name of witness

CENTRAL PARK
NORTHAMPTON ROAD
MANCHESTER
M40 5BP

Address of witness

EXECUTED AS A DEED

by MCBRIDE HOLDINGS LIMITED



CHRIS SMITH

21 November 2022

in the presence of



ALISON HOLDEN

73 KENTFIELD DRIVE
BOLTON BL1 8FX

)

)

)

Signature of director

Name of director

Date of execution

Signature of witness

Name of witness

Address of witness

POWER OF ATTORNEY

The undersigned

Chemolux Germany GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered office at
Heinrichstraße 73, 40239 Düsseldorf, Germany and registered in the commercial register
(*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf, Germany under HRB 56399

("Principal")

hereby grants power of attorney to

the following attorneys-at-law of the law firm

DLA PIPER UK LLP

Ilgin Ayhan
Sindy Martin
Emel Toluay-Ayhan
Manuel Schreck
Patrick Reuter
Ji-Min Marina Lee
Theresa Keß
Kais Torchani
Dr. Wolfram Distler
Eike Neugebauer

each with business address at

DLA Piper UK LLP
Neue Mainzer Str. 6-10
60311 Frankfurt am Main
Germany

(the "Attorneys").

The Attorneys are - each acting singly - authorized to, for and in the name of the Principal, enter into any and all legal acts and to give and receive any and all declarations and take all measures and do all actions that are necessary and/or expedient in connection with:

1. the execution as well as the subsequent amendment or adjustment of a notarial share pledge agreement (extending to ancillary rights pertaining to the shares) between, among others, McBride Holdings Limited as pledgor, Chemolux Germany GmbH as pledged company, GLAS Trust Corporation Limited as security agent and pledgee and certain financial institutions named therein as original pledgees, relating to the creation of a first-ranking pledge over the current and future shares (and associated rights) of McBride Holdings Limited in the Principal;
2. to make and receive all declarations and do all (legal) actions as are necessary or expedient for and in relation to the matters referred to in paragraph 1.

This power of attorney includes the right to perform, execute and deliver all actions required *vis-à-*

vis legal entities, natural persons, authorities or courts; in particular, the application for registration of the above mentioned corporate matters with the registrar, as far as a representation on these matters is legally permissible.

The Attorneys are each released from the restrictions imposed by section 181 of the German Civil Code (*BGB*) and have each the right to delegate their power under this power of attorney, including such release.

The Principal will indemnify each Attorney from any claims that may arise at any time due to or in connection with the actions taken under this power of attorney, unless in case of wilful misconduct or gross negligence of the Attorneys.

This power of attorney shall remain unaffected by any changes in the transaction documents, especially the amounts or the parties as well as in case of an incomplete implementation of the contemplated measures.

The Principal herewith ratifies any declarations by an Attorney in relation to the matter referred to in paragraphs 1 and 2 made prior to the date hereof.

In case of doubt, this power of attorney shall be construed as widely as possible to achieve the purpose for which it was granted.

This power of attorney shall be valid until 28 February 2023.

This power of attorney shall be governed by German law.

[Execution page to follow]

MANCHESTER, 21 NOVEMBER 2022
Place, date



Name: MARK STRICKLAND
Title: DIRECTOR

Name:
Title:

21 November 2022

Place, date



Name: Peter Ingelle
Title: Director

Name:
Title:

[Please print on letterhead paper of Principal]

Power of Attorney

Vollmacht

The undersigned Bayerische Landesbank (the "Principal") hereby grants power of attorney to:

Die unterzeichnende Bayerische Landesbank (der "Vollmachtgeber") bevollmächtigt hiermit:

Adéla Hardmeyer, Christoph Nensa, Christopher Ghabel, Jovana Filipović Ćirković, Marcel Knörchen, Melanie Jotav-Schmitz, Nico Köhler, Philip Rosak, Simon Reitz, Anna Gleich, Charlotta Louise Kirner-Mönkemeier, Christian Kiewel, Christina Warner, Daniel Weisenseel, Fabian Leyh, Franz Meßner, Friederike Ehmler, Gabriel Daoud, Gordon-Johannes Liedel, Hans Trageser, Helena Hopmann, Je-In Cho, Julia Sophia Kolb, Julien Schickling, Julius Keil, Kata Viktoria Éles, Lars Nadalin, Laura Winter, Leonie Bender-Paukens, Lina Siegel, Linn Preuß, Lisa Sobieski, Lisa Weckbecker, Lukas Tepke, Marie Möllering, Marie-Christine Ludwig, Max Meyer, Maximilian Saurer, Melissa Blohm, Natalie Bastgen, Nico Lemke, Nicolas Jüttner, Nicole Michel, Niklas Käser, Niklas Knieß, Niklas Spies, Oliver Dürschke, Paul Zandecki, Paulina Fecht, Philipp Feth, Philipp Ohlheiser, Priya-Johanna Makkar, Robert Birnbaum, Robert Weber, Sandra Grundmann, Samira Sierra Kokott, Sasa Gigic, Selina Dörhöfer, Simon Heinrich, Stefan Karle, Tariq Masarwah, Uta Birk, Valentina Niegisch, Valentina Scheler.

each having their business address at Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Junghofstraße 14, 60311 Frankfurt am Main, Germany and

geschäftsansässig bei Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Junghofstraße 14, 60311 Frankfurt am Main, Deutschland und

Alexandra Isaakidis, Alina Hochberger, Annika Ascher, Christian Cranmore, Christoph Simon Finsterwalder, Christopher Banks, Christopher Konrad, Danielle Arnold, Genevieve Wohlfel, Jens Askan Brückerhoff, Julia Pehe, Katharina Feraric, Loreen Kiehl, Lucy Garratt, Lucy Liu, Maja Johanna Riedrich, Marieta Saktor, Meike Kirschner, Mona Fuchs, Nele Heuermann, Peter Gierl, Sina Schwirz, Thomas Conradi

each having their business address at Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Lenbachplatz 1, 80333 München, Germany

geschäftsansässig bei Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Lenbachplatz 1, 80333 München, Deutschland

(hereinafter referred to as the "Attorneys")

(nachstehend die "Bevollmächtigten" genannt)

and to each of the aforementioned persons individually,

und zwar jede/n der Vorgenannten einzeln,

to represent the Principal in any way whatsoever in connection with:

den Vollmachtgeber in jeder Weise zu vertreten im Zusammenhang mit:

- the amendment and restatement agreement dated 29 September 2022 between, among others, McBride plc as company, the companies listed therein as original borrowers and original guarantors, HSBC Continental Europe, BNP Paribas, KBC Bank NV, London Branch, the Principal, Bank of China Limited London Branch and Banco Bilbao Vizcaya Argentaria, S.A., London Branch as arrangers, the financial institutions listed therein as original lenders, original ancillary lenders and original hedge counterparties, HSBC Continental Europe as agent (the "Agent") and GLAS Trust Corporation Limited as security agent (the "Security Agent"), relating to the Original Facilities Agreement (as defined below) (the "2022 Second Amendment Agreement"); and

- the facility agreement originally dated 10 May 2021 between, amongst others, McBride plc and certain of its subsidiaries as borrowers and guarantors, the Agent and the financial institutions named therein, including the Principal, as lenders, as varied, amended, supplemented or extended by the supplemental amendment agreement dated 22 December 2021, the waiver letter dated 18 February 2022 and the supplemental amendment agreement dated 28 June 2022 (the "Original Facility Agreement" and as amended and restated by the 2022 Second Amendment Agreement (the "Facility Agreement").

einem Änderungs- und Neufassungsvertrag datierend auf den 29. September 2022 zwischen, unter anderen, der McBride plc als Gesellschaft, den darin genannten Gesellschaften als ursprüngliche Kreditnehmer und ursprüngliche Garanten, der HSBC Continental Europe, der BNP Paribas, der KBC Bank NV, London Branch, dem Vollmachtgeber, der Bank of China Limited London Branch und der Banco Bilbao Vizcaya Argentaria, S.A., London Branch als Arrangeure, den darin genannten Finanzinstitutionen als ursprüngliche Kreditgeber, ursprüngliche Nebenkreditgeber und ursprüngliche Hedge-Kontrahenten, der HSBC Continental Europe als Agent (der "Agent") und der GLAS Trust Corporation Limited als Sicherheitenagent (der "Sicherheitenagent"), in Bezug auf den Ursprünglichen Kreditvertrag (wie unten definiert) (der "2022 Zweite Änderungsvertrag"); und

einem Kreditvertrag ursprünglich vom 10. Mai 2021 zwischen, unter anderen, der McBride plc und einigen ihrer Tochtergesellschaften als Kreditnehmer und Garanten, dem Agenten und den darin genannten Finanzinstitutionen einschließlich des Vollmachtgebers als Kreditgeber, in der durch den ergänzten Änderungsvertrag vom 22. Dezember 2021, die Verzichtserklärung vom 18. Februar 2022 und den ergänzten Änderungsvertrag vom 28. Juni 2022 modifizierten, geänderten, ergänzten oder verlängerten Fassung (der "Ursprüngliche Kreditvertrag" und in der durch den 2022 Zweiten Änderungsvertrag geänderten und

neugefassten Fassung (der
"Kreditvertrag").

This Power of Attorney includes in particular the execution of:

a notarial share pledge agreement in connection with the Facility Agreement, relating to the shares in Chemolux Germany GmbH, HRB 56399 of the local court of Düsseldorf, Germany, between, among others, McBride Holdings Limited as pledgor, the Security Agent as security agent and original pledgee and others, including the Principal, as original pledgees.

This Power of Attorney includes the power to agree the terms of, and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations and registrations which are necessary or desirable in this context, whether without the observance of any form, in private written form (*private Schriftform*) or in notarial form.

The Attorneys are authorised to make and accept all declarations which are connected in any manner whatsoever with the above and to take all further measures in connection therewith.

The Principal undertakes to indemnify the Attorneys against all costs, claims, expenses and liabilities incurred by the Attorneys in connection with the exercise of the rights under this Power of Attorney.

Any changes to the parties and/or amounts and/or dates in respect of the agreements referred to above shall not affect the Power of Attorney granted herewith.

Die Vollmacht umfasst insbesondere den Abschluss:

eines notariellen Geschäftsanteilsverpfändungsvertrages im Zusammenhang mit dem Kreditvertrag hinsichtlich der Anteile an der Chemolux Germany GmbH, HRB 56399 des Amtsgerichts Düsseldorf, Deutschland, zwischen, unter anderen, der McBride Holdings Limited als Pfandgeber, dem Sicherheitenagenten als Sicherheitenagent und ursprünglicher Pfandnehmer und anderen einschließlich des Vollmachtgebers als ursprüngliche Pfandnehmern.

Die Bevollmächtigten sind bevollmächtigt, alle in diesem Zusammenhang erforderlichen oder zweckmäßigen Verträge und Änderungsverträge abzuschließen sowie alle Erklärungen abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder zweckmäßig sind, gleichgültig ob formlos, in privater Schriftform oder in notarieller Form.

Die Bevollmächtigten sind berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklärungen abzugeben und entgegenzunehmen und alle damit zusammenhängenden weiteren Maßnahmen zu treffen.

Der Vollmachtgeber verpflichtet sich, die Bevollmächtigten von allen Kosten, Forderungen, Ausgaben und Verbindlichkeiten freizustellen, die den Bevollmächtigten im Zusammenhang mit der Ausübung der durch diese Vollmacht verliehenen Rechte entstehen bzw. ihnen gegenüber geltend gemacht werden.

Änderungen bezüglich der Parteien und/oder der Beträge und/oder des Datums des Vertragsschlusses im Zusammenhang mit den vorgenannten Verträgen wirken sich nicht auf die hiermit erteilte Vollmacht aus.

This Power of Attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. It expires on 31 January 2023, 23:59 o'clock.

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und wird in Übereinstimmung mit dem Recht der Bundesrepublik Deutschland ausgelegt. Sie erlischt am 31. Januar 2023, 23:59 Uhr.

The German version of this Power of Attorney prevails.

Maßgeblich ist die deutsche Fassung dieser Vollmacht.

[Signature page follows.]

München, den 22. M. 2022

place, date/Ort, Datum

Bayerische Landesbank

by:



Bayern LB

Bayerische Landesbank

Name/Name:

Frank Rueloff

Title/Titel:

Bankbevollmächtigter

Name/Name:

Molodtsov

Title/Titel:

Abteilungsleiter

Power of Attorney**Vollmacht**

The undersigned GLAS Trust Corporation Limited (the "Principal") hereby grants power of attorney to:

Die unterzeichnende GLAS Trust Corporation Limited (der "Vollmachtgeber") bevollmächtigt hiermit:

Adéla Hardmeyer, Christoph Nensa, Christopher Ghabel, Jovana Filipović Ćirković, Marcel Knörchen, Melanie Jotov-Schmitz, Nico Köhler, Philip Rosak, Simon Reitz, Anna Jakob, Anna Gleich, Charlotta Louise Kirner-Mönkemeier, Christian Kiewel, Christina Wanner, Daniel Weisenseel, Fabian Leyh, Felix Strohecker, Franz Meßner, Friederike Ehmler, Gabriel Daoud, Gordon-Johannes Liedel, Hans Trageser, Helena Hopmann, Helge Brück, Je-In Cho, Jessica Sblendorio, Julia Hartmann, Julia Sophia Kolb, Julian Bassemir, Julien Schickling, Julius Keil, Kata Viktoria Éles, Lars Nadalin, Laura Winter, Leah Wagner, Leonie Bender-Paukens, Letitia Diehl Tomkowski, Lina Siegel, Linn Preuß, Lisa Sobieski, Lisa Weckbecker, Lukas Panhans, Lukas Tepke, Marcel Seemaier, Marie Möllering, Marie-Christine Ludwig, Maurits Weber, Max Meyer, Maximilian Saurer, Melissa Blohm, Milena Schwittek, Natalie Bastgen, Natalie Faktor, Nico Lemke, Nicolas Jüttner, Nicole Michel, Niklas Käser, Niklas Knieß, Niklas Spies, Oliver Dürschke, Paul Zandecki, Paulina Fecht, Philipp Feth, Philipp Ohlheiser, Priya-Johanna Makkar, Robert Birnbaum, Robert Weber, Sandra Grundmann, Samira Sierra Kokott, Sasa Gigic, Selina Dörhöfer, Simon Heinrich, Stefan Karle, Tariq Masarwah, Thomas Schmidt, Uta Birk, Valentina Niegisch, Valentina Scheler,

each having their business address at Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Junghofstraße 14, 60311 Frankfurt am Main, Germany and

geschäftsansässig bei Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Junghofstraße 14, 60311 Frankfurt am Main, Deutschland und

Alexandra Isaakidis, Alexandra Silja Probst, Alice Treuleben-von Gans, Alina Hochberger, Annika Ascher, Christian Cranmore, Christoph Simon Finsterwalder, Christopher Banks, Christopher Konrad, Danielle Arnold, Felix Noack, Genevieve Wohlfeil, Jakob Schmitz, Jelke Lüddemann, Jens Askan Brückerhoff, Johannes Schwarzbauer, Jonathan Hechler, Julia Pehe, Katharina Feraric, Loreen Kiehl, Lucy Garratt, Lucy Liu, Lukas Hemminger, Maja Johanna Riedrich, Marieta Saktor, Meike Kirschner, Mona Fuchs, Nele Heuermann, Peter Gierl, Philip Buschhaus, Simon Stadlberger, Sina Schwirz, Theodor Meyer, Thomas Conradi

each having their business address at Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Lenbachplatz 1, 80333 München, Germany

geschäftsansässig bei Clifford Chance Partnerschaft mit beschränkter Berufshaftung von Rechtsanwälten, Steuerberatern und Solicitors, Lenbachplatz 1, 80333 München, Deutschland

(hereinafter referred to as the "Attorneys")

(nachstehend die "Bevollmächtigten" genannt)

- and to each of the aforementioned persons individually, und zwar jede/n der Vorgenannten einzeln,
- to represent the Principal in any way whatsoever in connection with: den Vollmachtgeber in jeder Weise zu vertreten im Zusammenhang mit:
- the amendment and restatement agreement dated 29 September 2022 between, among others, McBride plc as company, the companies listed therein as original borrowers and original guarantors, HSBC Continental Europe, BNP Paribas, KBC Bank NV, London Branch, Bayerische Landesbank, Bank of China Limited London Branch and Banco Bilbao Vizcaya Argentaria, S.A., London Branch as arrangers, the financial institutions listed therein as original lenders, original ancillary lenders and original hedge counterparties, HSBC Continental Europe as agent (the "Agent") and the Principal as security agent, relating to the Original Facilities Agreement (as defined below) (the "2022 Second Amendment Agreement"); and
 - einem Änderungs- und Neufassungsvertrag datierend auf den 29. September 2022 zwischen, unter anderen, der McBride plc als Gesellschaft, den darin genannten Gesellschaften als ursprüngliche Kreditnehmer und ursprüngliche Garanten, der HSBC Continental Europe, der BNP Paribas, der KBC Bank NV, London Branch, der Bayerische Landesbank, der Bank of China Limited London Branch und der Banco Bilbao Vizcaya Argentaria, S.A., London Branch als Arrangeure, den darin genannten Finanzinstitutionen als ursprüngliche Kreditgeber, ursprüngliche Nebenkreditgeber und ursprüngliche Hedge-Kontrahenten, der HSBC Continental Europe als Agent (der "Agent") und dem Vollmachtgeber als Sicherheitenagent, in Bezug auf den Ursprünglichen Kreditvertrag (wie unten definiert) (der "2022 Zweite Änderungsvertrag"); und
 - the facility agreement originally dated 10 May 2021 between, amongst others, McBride plc and certain of its subsidiaries as borrowers and guarantors, the Agent and the financial institutions named therein as lenders, as varied, amended, supplemented or extended by the supplemental amendment agreement dated 22 December 2021, the waiver letter dated 18 February 2022 and the supplemental amendment agreement dated 28 June 2022 (the "Original Facility Agreement" and as amended and restated by the 2022 Second
 - einem Kreditvertrag ursprünglich vom 10. Mai 2021 zwischen, unter anderen, der McBride plc und einigen ihrer Tochtergesellschaften als Kreditnehmer und Garanten, dem Agenten und den darin genannten Finanzinstitutionen als Kreditgeber, in der durch den ergänzten Änderungsvertrag vom 22. Dezember 2021, die Verzichtserklärung vom 18. Februar 2022 und den ergänzten Änderungsvertrag vom 28. Juni 2022 modifizierten, geänderten, ergänzten oder verlängerten Fassung (der "Ursprüngliche Kreditvertrag" und in der durch den 2022 Zweiten Änderungsvertrag geänderten und

Amendment Agreement (the
"Facility Agreement").

neugefassten Fassung (der
"Kreditvertrag").

This Power of Attorney includes in particular the execution of:

Die Vollmacht umfasst insbesondere den Abschluss:

a notarial share pledge agreement in connection with the Facility Agreement, relating to the shares in Chemolux Germany GmbH, HRB 56399 of the local court of Düsseldorf, Germany, between, among others, McBride Holdings Limited as pledgor, the Principal as security agent and original pledgee and others as original pledgees.

eines notariellen Geschäftsanteilsverpfändungsvertrages im Zusammenhang mit dem Kreditvertrag hinsichtlich der Anteile an der Chemolux Germany GmbH, HRB 56399 des Amtsgerichts Düsseldorf, Deutschland, zwischen, unter anderen, der McBride Holdings Limited als Pfandgeber, dem Vollmachtgeber als Sicherheitenagent und ursprünglicher Pfandnehmer und anderen als ursprüngliche Pfandnehmern.

In addition, the Principal hereby grants,

Darüber hinaus erteilt der Vollmachtgeber hiermit,

by way of delegation of the powers of attorney granted to it as security agent by the financial institutions listed below in an intercreditor agreement dated 29 September 2022,

auf der Grundlage der ihm als Sicherheitenagent in einer Gläubigervereinbarung vom 29. September 2022 von den nachstehend aufgeführten Finanzinstitutionen erteilten Vollmacht,

substitute power of attorney to the Attorneys,

Untervollmacht an die Bevollmächtigten,

and to each of them individually,

und zwar an jede/n der Bevollmächtigten einzeln,

to represent each of the financial institutions listed below in any way whatsoever and in all their respective capacities in connection with the execution of the abovementioned share pledge agreement

jede der nachstehend genannten Finanzinstitutionen in jeder Weise und in jeder ihrer jeweiligen Funktionen bei dem Abschluss des oben aufgeführten Geschäftsanteilsverpfändungsvertrags zu vertreten:

(i) HSBC Continental Europe;

(i) HSBC Continental Europe;

(ii) BNP Paribas;

(ii) BNP Paribas;

(iii) KBC Bank NV, London Branch;

(iii) KBC Bank NV, London Branch;

(iv) Bank of China Limited London Branch;

(iv) Bank of China Limited London Branch;

(v) Banco Bilbao Vizcaya Argentaria, S.A., London Branch;

(v) Banco Bilbao Vizcaya Argentaria, S.A., London Branch;

- (vi) HSBC Bank plc;
- (vii) KBC Bank NV; and
- (viii) BNP Paribas, London Branch.

This Power of Attorney includes the power to agree the terms of, and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations and registrations which are necessary or desirable in this context, whether without the observance of any form, in private written form (*private Schriftform*) or in notarial form.

The Attorneys are authorised to make and accept all declarations which are connected in any manner whatsoever with the above and to take all further measures in connection therewith. The Attorneys are exempted from the restrictions of section 181 of the German Civil Code and any similar restrictions under any other applicable law. The Attorneys are authorised to delegate this Power of Attorney including the exemption from the restrictions of section 181 of the German Civil Code and any similar restrictions under any other applicable law.

The Principal undertakes to indemnify the Attorneys against all costs, claims, expenses and liabilities incurred by the Attorneys in connection with the exercise of the rights under this Power of Attorney.

Any changes to the parties and/or amounts and/or dates in respect of the agreements referred to above shall not affect the Power of Attorney granted herewith.

This Power of Attorney shall be governed by and construed in accordance with the laws of

- (vi) HSBC Bank plc;
- (vii) KBC Bank NV; und
- (viii) BNP Paribas, London Branch.

Die Bevollmächtigten sind bevollmächtigt, alle in diesem Zusammenhang erforderlichen oder zweckmäßigen Verträge und Änderungsverträge abzuschließen sowie alle Erklärungen abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder zweckmäßig sind, gleichgültig ob formlos, in privater Schriftform oder in notarieller Form.

Die Bevollmächtigten sind berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklärungen abzugeben und entgegenzunehmen und alle damit zusammenhängenden weiteren Maßnahmen zu treffen. Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB und ähnlichen Beschränkungen aufgrund sonstigen anwendbaren Rechts befreit. Die Bevollmächtigten sind berechtigt, Untervollmacht zu erteilen einschließlich einer Befreiung von den Beschränkungen des § 181 BGB und ähnlichen Beschränkungen aufgrund sonstigen anwendbaren Rechts.

Der Vollmachtgeber verpflichtet sich, die Bevollmächtigten von allen Kosten, Forderungen, Ausgaben und Verbindlichkeiten freizustellen, die den Bevollmächtigten im Zusammenhang mit der Ausübung der durch diese Vollmacht verliehenen Rechte entstehen bzw. ihnen gegenüber geltend gemacht werden.

Änderungen bezüglich der Parteien und/oder der Beträge und/oder des Datums des Vertragsschlusses im Zusammenhang mit den vorgenannten Verträgen wirken sich nicht auf die hiermit erteilte Vollmacht aus.

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und wird in Übereinstimmung mit dem Recht der

the Federal Republic of Germany. It expires on 31 December 2022, 23:59 o'clock. Bundesrepublik Deutschland ausgelegt. Sie erlischt am 31. Dezember 2022, 23:59 Uhr.

The German version of this Power of Attorney prevails. Maßgeblich ist die deutsche Fassung dieser Vollmacht.

[Signature page follows.]

LONDON, UK 23 November 2022

place, date/Ort, Datum

GLAS Trust Corporation Limited

by:



Name/Name:

PAUL CATERMOLE

Title/Title:

AUTHORISED SIGNATORY



Name/Name:

Title/Title:

Luxman Jegatheeswaran
Senior Transaction Manager