



Registration of a Charge

Company Name: **INTERFLOOR GROUP LIMITED**

Company Number: **05516829**



XBEGY0FC

Received for filing in Electronic Format on the: **12/10/2022**

Details of Charge

Date of creation: **05/10/2022**

Charge code: **0551 6829 0006**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS PLEDGEE**

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: **MILBANK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5516829

Charge code: 0551 6829 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2022 and created by INTERFLOOR GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2022 .

Given at Companies House, Cardiff on 17th October 2022

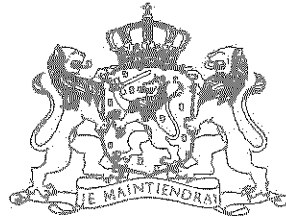
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



**DEED OF PLEDGE
OVER REGISTERED SHARES**

in the capital of

Estillon B.V.

deed of 5 October 2022.

Amsterdam

Brussel

Londen

Luxemburg

New York

Rotterdam



**DEED OF PLEDGE OVER REGISTERED SHARES
ESTILLON B.V.**

On this day, the fifth day of October two thousand and twenty-two, appeared before me, Aira Scheijvens, candidate civil law notary, hereinafter referred to as "civil law notary", acting as deputy of Albert Hendrik Geerling, civil law notary in Rotterdam:

Liduina Catharina Molenaar-van Riet, born at Schiedam on the twenty-third day of June nineteen hundred and sixty-four, employed at the offices of me, civil law notary, located at Weena 800, 3014 DA Rotterdam, acting for the purposes of this Deed as the holder of written powers of attorney from:

1. **Interfloor Group Ltd.**, a private limited company under the laws of England and Wales, having its registered office at Broadway, Haslingden, Rossendale, Lancashire BB4 4LS, United Kingdom, and registered with the Company Registration Office (England and Wales) Lancashire, United Kingdom, under number 05516829, as pledgor (the "**Pledgor**");
2. **Estillon B.V.**, a private limited liability company, having its corporate seat in Uden the Netherlands, with address: Linie 25, 5405 AR Uden the Netherlands, and trade register number 06079941, as company (the "**Company**"); and
3. **NATIONAL WESTMINSTER BANK PLC**, a public limited company under the laws of England and Wales, having its registered address at 250 Bishopsgate, London, EC2M 4AA, United Kingdom (registered with company number 00929027), as pledgee (the "**Pledgee**").

The person appearing, acting in the aforementioned capacities, declared as follows:

DEFINITIONS AND INTERPRETATION

Article 1

1.1 Definitions Intercreditor Agreement

Unless otherwise defined in this Deed, capitalised terms and expressions defined in the Intercreditor Agreement have the same meanings when used in this Deed.

1.2 Definitions

In this Deed:

"**Accession Deed**" means the accession deed, dated on the fifth day of October two thousand and twenty-two among the Pledgee as agent and as security agent for itself and each of the other parties to the Intercreditor Agreement, the Company as an acceding subsidiary and Victoria Plc as the parent.

"**Article**" means an article in this Deed.

"**Collateral**" means all Shares, New Shares and Share Receivables, including dependent rights and ancillary rights and all other rights attached thereto (other than Voting Rights and Meeting Rights).

"**DCC**" means the Dutch Civil Code (*Burgerlijk Wetboek*).

"**Deed**" means this deed of pledge over registered shares.

"**Enforcement Event**" means an Event of Default which is continuing and is or has



resulted in a default as referred to in section 3:248 DCC with respect to the payment of the Secured Obligations.

"Facilities Agreement" means the super senior revolving credit facilities agreement made between, among others, Victoria PLC as Parent and as Obligors' Agent (on behalf of each Obligor) and National Westminster Bank PLC as Agent and Security Agent, originally dated the twenty-fifth day of June two thousand and nineteen and as amended from time to time and most recently amended on the twenty-seventh day of May two thousand and twenty-two, which the Company has joined as an acceding subsidiary pursuant to the Accession Deed.

"Intercreditor Agreement" means the intercreditor agreement dated the twenty-sixth day of July two thousand and nineteen and made between, among others, the Parent, the Debtors (as defined in the Intercreditor Agreement), National Westminster Bank plc as Security Agent and as Agent, the Lenders and the Investors (as defined in the Intercreditor Agreement) as amended from time to time.

"Meeting Rights" means the rights as referred to in section 2:227 DCC.

"New Shares" means any and all shares in the share capital of the Company which the Pledgor will acquire after the execution of this Deed.

"Party" means a party to this Deed.

"Pledge" means any pledge created and any pledge purported to be created under this Deed.

"Secured Obligations" means all monetary payment obligations, whether present or future, actual or contingent, owed by each Debtor to the Pledgee under or in connection with such Debtor's Parallel Debt as defined in clause 19.5 (*Parallel Debt (Covenant to Pay to the Security Agent)*) of the Intercreditor Agreement (and if a Pledge cannot validly secure a Parallel Debt, the Corresponding Debt itself shall be the Secured Obligations).

"Share Receivables" means all present and future rights of the Pledgor against the Company related to the Shares and New Shares (other than Voting Rights and Meeting Rights), including rights to dividend, conversion, repurchase, capital repayment, bonus shares, stock dividend, liquidation proceeds, or other forms of distributions, warrants, claims and options, in each case to the extent capable of being pledged and including dependent rights and ancillary rights and all other rights attached thereto.

"Shares" means four hundred (400) registered ordinary shares in the share capital of the Company, with a nominal value of forty-six euro (EUR 46.00) each, numbered 1 up to and including 400.

"Voting Rights" means the voting rights attached to the Shares and the New Shares.

1.3 Construction and interpretation

- a. A reference to any agreement, deed or other document is a reference to such agreement, deed or other document as amended, novated, supplemented, extended or restated.
- b. A reference to the "Pledgee" or the "Pledgor" shall be construed to include its respective successors or assigns.
- c. An Event of Default is "continuing" if it is continuing within the meaning of the



Facilities Agreement.

- d. The word "**includes**" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.
- e. A "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- f. A "**right**" against a person means a right to receive an amount of money from that person and any other right against that person.
- g. Capitalised terms and expressions denoting the singular shall include the plural and vice-versa.
- h. The words used in this Deed to describe legal concepts, although in English, refer to concepts under the laws of the Netherlands only and the interpretation of those words under the laws of any country other than the Netherlands is to be disregarded.

1.4 Designation of this Deed

This Deed is a Security Document.

AGREEMENT AND CREATION OF PLEDGE

Article 2

2.1 Agreement to pledge Collateral

The Pledgor hereby agrees to pledge to the Pledgee, on the terms of this Deed, all its Collateral.

2.2 Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations, the Pledgor hereby pledges to the Pledgee, where applicable and to the extent permitted by law in advance, all its Collateral. The Pledgee, where applicable and to the extent permitted by law in advance, hereby accepts such pledge.

2.3 Parties' intent

- a. The Pledgor confirms that the Pledge is intended to extend to, and shall not be affected by, any amendment, variation, increase, extension, addition or other event (however fundamental) of, to or affecting any Debt Document and/or of, to or affecting any facility or amount made available under any Debt Document and notwithstanding any other event that may affect the Secured Obligations:
 - i. including any rescheduling of indebtedness under any facility, any accession of a party to or retirement of a party from any Debt Document, any deferral or redenomination of any amount owing under any Debt Document, any change in the purpose for which any facility or amount is made available, any addition of a new facility, any increase of the amount of a facility, or any increase in the margin, fee or commission or any other amount owing or accruing under any Debt Document; and
 - ii. irrespective of whether the purpose of that amendment, variation, increase, extension, addition or other event is to carry out business acquisitions of any nature, to increase working capital, to enable



- distributions to be made to shareholders, to carry out restructurings, to refinance existing facilities, to refinance any other indebtedness, to make facilities available to new borrowers, or any other purpose, and shall likewise extend to any fees, costs and/or expenses associated with any such amendment, variation, increase, extension, addition or other event.
- b. The Pledgor and the Pledgee confirm and agree that, to the extent the Secured Obligations are transferred to the Pledgor or any other person by way of subrogation or otherwise, whether in whole or in part, the Pledge shall not secure the Secured Obligations so transferred and neither the Pledgor nor any other person shall have the benefit of the Pledge or any rights of the Pledgee under this Deed to the extent related to the Secured Obligations so transferred.
- c. Paragraph b. above shall not apply if the Pledgee transfers its rights under the Secured Obligations to a successor security agent in accordance with the terms of the Facilities Agreement (the "**Successor Security Agent**"). The Pledgor and the Pledgee confirm and agree that if the Pledgee transfers its rights under the Secured Obligations to a Successor Security Agent, it is intended that, to the extent possible under the laws of the Netherlands:
- i. the Successor Security Agent will have the benefit of the Pledge and any rights of the Pledgee under this Deed as if it were the original Pledgee;
 - ii. claims of the Successor Security Agent arising after the date of such transfer and falling within the definition of Secured Obligations will be secured by the Pledge;
 - iii. Collateral acquired by the Pledgor after the date of such transfer will be subject to the Pledge (and the Pledgor agrees and confirms that any Pledge created by the Pledgor in advance shall be deemed to have been created also for the benefit of such Successor Security Agent); and
 - iv. any power of attorney or waiver granted to the Pledgee under this Deed will be deemed to have been created also for the benefit of such Successor Security Agent and can be enforced against the Pledgor by the Successor Security Agent.

REPRESENTATIONS AND WARRANTIES

Article 3

The Pledgor makes the representation and warranties set out in this Article 3 to the Pledgee on the date of this Deed, at each time that an Obligor is required to give such representations and warranties under the Facilities Agreement and on each date the Pledgor acquired any Collateral.

3.1 Collateral

- a. It has title to its Collateral (to the extent acquired prior to the moment of this representation) and power to dispose of and encumber that Collateral;
- b. Except as permitted under the Facilities Agreement, its Collateral is not subject to any limited right or other encumbrance, no offer has been made or agreement entered into to transfer or encumber its Collateral, whether or not in advance, and no attachment has been levied on its Collateral; and



- c. Its Collateral is freely transferable and capable of being pledged.

3.2 The Shares

a. the Shares:

- i. have been validly issued and have not been repurchased (*ingekocht*), cancelled (*ingetrokken*), reduced (*afgestempeld*), split or combined and no resolution has been made to repurchase (*inkopen*), cancel (*intrekken*), reduce (*afstempelen*), split or combine any shares; and
 - ii. constitute one hundred per cent. (100%) of the issued share capital of the Company and are fully paid up;
- b. there are no outstanding claims on the Company for the issue of any shares in the capital of the Company and no depository receipts (*certificaten van aandelen*) have been issued in respect of shares in the capital of the Company;
- c. it has not been deprived of the authority to alienate shares in the capital of the Company by virtue of Section 2:22a of the Dutch Civil Code;
- d. it has not been served a writ in connection with the settlement of shareholders disputes within the meaning of Section 2:335 and further of the Dutch Civil Code, and is consequently not subject to the restrictions set out in Section 2:338 of the Dutch Civil Code; and
- e. the Company may only issue shares by virtue of a resolution of its general meeting and this authority has not been transferred to any other corporate body of the Company.

3.3 Representations and warranties: Facilities Agreement

The representations and warranties set out in Clause 22.2 (*Status*) to Clause 22.8 (*Insolvency*) (inclusive), Clause 22.18 (*Anticorruption law and Sanctions*), Clause 22.19 (*Security and Financial Indebtedness*), Clause 22.20 (*Ranking*), Clause 22.22 (*Legal and beneficial ownership*), Clause 22.23 (*Shares*), and Clause 22.27 (*Centre of main interests and establishments*) of the Facilities Agreement will be complied with by the Pledgor.

UNDERTAKINGS

Article 4

4.1 Restrictions on voting

The Pledgor shall not without the prior written consent of the Pledgee vote on the Shares or the New Shares (whether in a meeting or by way of written resolution outside a meeting) in favour of a resolution which would adversely affect the validity or the enforceability of the Pledge.

4.2 Information

At the Pledgee's reasonable request and in such form as the Pledgee may designate, the Pledgor shall provide all information, evidence and documents relating to its Collateral which the Pledgee deems necessary to exercise its rights under this Deed.

4.3 Duty to notify third parties

The Pledgor shall immediately notify any third party who claims an interest in any of its Collateral of the Pledge. This Article 4.3 is without prejudice to the Pledgee's authority to notify such third parties of the Pledge.

4.4 Disposal and negative pledge



Except as permitted under the Debt Documents, the Pledgor shall not without the Pledgee's prior written consent

- i. transfer, assign, pledge, make subject to a limited right (*beperkt recht*) or otherwise encumber the Collateral;
- ii. release or waive (*afstand doen van*) any of the Collateral;
- iii. waive or terminate any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) attached to the Collateral;
- iv. agree with a court composition or an out-of-court composition (*gerechtelijk of buitengerechtelijk akkoord*) or enter into any settlement agreement in respect of the Collateral; or
- v. perform any act which adversely affects or may adversely affect any Pledge.

4.5 Further assurances

At the Pledgee's request, the Pledgor shall, at its own expense, provide any assurances to or for the benefit of the Pledgee and perform all acts which the Pledgee reasonably considers necessary for the creation or protection of a Pledge or to exercise, enforce, or have the full benefit of its rights under or in connection with this Deed.

4.6 Information undertakings: Facilities Agreement

The Pledgor shall comply with the information undertakings set out in paragraph (a) of Clause 23.8 (*Notification of default*) and Clause 23.9 (*"Know your customer" checks*) of the Facilities Agreement.

4.7 General undertakings: Facilities Agreement

The Pledgor shall comply with undertakings set out in Clause 25.1 (*Authorisations*), Clause 25.2 (*Compliance with laws*), Clause 25.8 (*Pari passu ranking*), Clause 25.12 (*Amendments*), Clause 25.13 (*Financial assistance*), Clause 25.14 (*Guarantors and Conditions Subsequent*) and Clause 25.15 (*Further assurance*) of the Facilities Agreement.

VOTING RIGHTS

Article 5

The Voting Rights shall be vested in (*toekomen aan*) the Pledgee, subject to the cumulative conditions precedent that (i) an Event of Default has occurred which is continuing and (ii) the Company and the Pledgor have been notified in writing by the Pledgee that it wishes to exercise the Voting Rights. The Company confirms (and the Pledgor agrees) that a written notice from the Pledgee to the Company and the Pledgor in accordance with the provisions of this Deed, stating that an Event of Default has occurred which is continuing and that the Pledgee wishes to exercise the Voting Rights shall be sufficient for it to accept the Pledgee as being exclusively entitled to exercise the Voting Rights. Until the notice referred to in the preceding sentence has been sent the Meeting Rights shall not accrue to the Pledgee.

AUTHORITY TO COLLECT

Article 6

- a. The Pledgor may collect its Share Receivables to the extent permitted under the Debt Documents.
- b. Upon the occurrence of an Event of Default which is continuing, the Pledgee may inform



- the Pledgor that it is no longer authorised to collect the Share Receivables from the Company and notify, or instruct the Pledgor to notify, the Company to make all further payments into a bank account designated by the Pledgee.
- c. Following the exercise by the Pledgee of its rights under paragraph b. above, the Pledgor may no longer collect its Share Receivables and the Pledgee shall be solely authorised to collect those Share Receivables. The Pledgee's authority to collect the Share Receivables includes the right or authority to demand, by legal proceedings or otherwise, payment by the Company of those Share Receivables and the Pledgee is hereby authorised to enter into compromises, settlements and other agreements with the Company, to grant a discharge in respect of the Share Receivables and to exercise all other rights of the Pledgor in connection with its Share Receivables (including causing any or all of them to be due and payable). The Pledgor hereby undertakes not to take any of the actions described in the previous sentence following the exercise by the Pledgee of its rights under paragraph b. above.
- d. The Pledgor hereby in advance waives any right it may have to request authorisation of the competent court for the collection of its Share Receivables as referred to in section 3:246(4) DCC.

ENFORCEMENT

Article 7

- a. Upon the occurrence of an Enforcement Event, the Pledgee may, without any further notice of default or other notice being required:
- sell any or all of the Collateral and take recourse against the proceeds of sale;
 - take recourse against the proceeds of any Share Receivables collected pursuant to paragraph c. of Article 6 (*Authority to collect*); and
 - exercise any other right, remedy, power or discretion it may have under this Deed or otherwise,
- in each case in accordance with applicable law.
- b. The Pledgor waives its right to file a request with the court under section 3:251(1) DCC to sell its Collateral in a manner other than as provided for in section 3:250 DCC.
- c. The Pledgee shall not be obliged to notify the Pledgor of the sale or of how, where or when it will be or was conducted as provided for in section 3:249(1) DCC and 3:252 DCC.
- d. The Pledgee is not obliged to enforce any other security right created under or in connection with the Debt Documents prior to enforcement of the Pledge.
- e. The Pledgor hereby irrevocably and unconditionally waives any right it may have or acquire under sections 3:233, 3:234, 6:139 and 6:154 DCC.
- f. The Pledgor waives its right to set-off (*verrekenen*) its claims (if any) against the Pledgee under or in connection with this Deed against the Secured Obligations.
- g. To the extent permitted by Dutch law and the articles of association of the Company, the Pledgor irrevocably and unconditionally waives, renounces and agrees not to exercise any pre-emption rights or rights of first refusal upon a sale of shares in the capital of the Company and where applicable, the other Collateral.



APPLICATION OF PROCEEDS

Article 8

The Pledgee shall apply the proceeds from the sale or the collection of any Collateral towards satisfaction of the Secured Obligations in accordance with the provisions of the Intercreditor Agreement, subject to mandatory provisions of the laws of the Netherlands.

CANCELLATION

Article 9

- a. The Pledge shall remain in full force and effect, until all Secured Obligations have been irrevocably and unconditionally paid in full (to the Pledgee's satisfaction) and no new Secured Obligations will arise (in the sole opinion of the Pledgee) unless terminated by the Pledgee pursuant to this Article 9.
- b. The Pledgee is entitled to cancel any Pledge and any contractual arrangements set out in this Deed in whole or in part by notice in writing to the Pledgor as provided for in section 3:81(2)(d) DCC. The Pledgor agrees in advance to any cancellation (*afstand van recht*) granted by the Pledgee under this Article 9. The Parties hereby agree that, upon the cancellation of the Pledge in whole by notice pursuant to this Article 9, the remaining contractual rights and obligations created under this Deed will be terminated without any further actions being required except for the rights and obligations under Article 10 (*Liability*), Article 12 (*Rights to recourse and subrogation*) and Article 14 (*Governing law and jurisdiction*) which will remain in full force and effect.

LIABILITY

Article 10

The Pledgee is not liable to the Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this Deed, except for gross negligence or wilful misconduct of the Pledgee.

POWER OF ATTORNEY

Article 11

- a. The Pledgor hereby gives the Pledgee an irrevocable power of attorney, with the right of substitution, to perform all acts, including acts of disposition, on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to:
 - i. create any Pledge; and/or
 - ii. have the full benefit of any Pledge (including performing any of the Pledgor's obligations under this Deed and exercising any of the Pledgor's rights to and in connection with the Collateral).
- b. In acting on behalf of the Pledgor pursuant to the power of attorney, the Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest.
- c. The Pledgee may only use the power of attorney described in paragraph a.ii. above if the Pledgor fails to comply with any of its obligations under or in connection with this Deed within five Business Days of being notified of that failure and being requested to comply or an Event of Default has occurred which is continuing.

RIGHTS TO RECOURSE AND SUBROGATION

Article 12



- a. The Pledgor shall not have any right to recourse against the Company or subrogate in any rights of the Pledgee against the Company in connection with the exercise by the Pledgee of any of its rights under this Deed or the performance by the Pledgor of its obligations under this Deed.
- b. If and to the extent under any applicable law, notwithstanding paragraph a. above, the Pledgor shall have any right to recourse against the Company or any other Debtor or to subrogate in any rights of the Pledgee in connection with the exercise by the Pledgee of any of its rights under this Deed or the performance by the Pledgor of its obligations under this Deed, the Pledgor shall not exercise any such rights until all Secured Obligations have been irrevocably paid in full, and any such rights shall be subordinated to the Secured Obligations.

MISCELLANEOUS

Article 13

13.1 No rescission, nullification or suspension

To the extent permitted by law, the Pledgor hereby waives any right it may have at any time:

- a. under sections 6:228 or 6:265 DCC or on any other ground (under any applicable law) to rescind or nullify this Deed or to demand its rescission or nullification in legal proceedings; and
- b. under sections 6:52, 6:262 or 6:263 DCC or on any other ground (under any applicable law) to suspend the performance of any obligation under or in connection with this Deed.

13.2 Transfer of rights and obligations

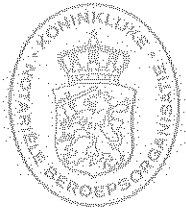
- a. The rights and obligations of the Pledgor under this Deed cannot be transferred, assigned or pledged in accordance with Section 3:83 (2) of the Dutch Civil Code without the Pledgee's prior written consent.
- b. The Pledgee may transfer its contractual relationship under this Deed in whole or in part to a Successor Security Agent. The Pledgor and the Company hereby, in advance, irrevocably grant its cooperation to such transfer of contractual relationship.
- c. The Pledgee may provide any transferee or proposed transferee with any information concerning the Pledgor, the Company and/or the Collateral subject to the terms of the Facilities Agreement.

13.3 Records and calculations of the Pledgee

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations are conclusive evidence within the meaning of section 151 Dutch Code of Civil Procedure of the existence and the amounts of the Secured Obligations and other matters to which they relate.

13.4 Partial invalidity

- a. If, at any time, any provision of this Deed 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.

- b. The Pledgor and the Pledgee shall negotiate in good faith to replace any provision of this Deed which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the unenforceable provision.

13.5 Amendments

This Deed may only be amended by a written agreement, to the extent required by the laws of the Netherlands in the form of a notarial deed executed before a civil law notary in the Netherlands.

13.6 No implied waiver and no forfeiture

- a. Any waiver under this Deed must be made by giving written notice to that effect.
- b. Where the Pledgee does not exercise any right under or in connection with this Deed (which includes the granting by the Pledgee to the Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver or forfeiture of that right.
- c. The rights of the Pledgee under this Deed supplement any other right that the Pledgee may have under the laws of the Netherlands or any other law.

13.7 Limited Recourse

Notwithstanding any provisions to the contrary in this Deed, any obligation of the Pledgor under this Deed is a limited recourse obligation of the Pledgor, payable solely from the proceeds of the realisation of the Collateral.

13.8 Conflicts

If there is a conflict between this Deed and the Facilities Agreement or the Intercreditor Agreement, the Facilities Agreement or the Intercreditor Agreement, as applicable, shall to the extent permitted by law and provided it does not affect (i) the validity and enforceability of the Pledge and (ii) Article 14 (*Governing law and jurisdiction*), take priority over the provisions of this Deed.

GOVERNING LAW AND JURISDICTION

Article 14

- a. This Deed and all non-contractual obligations arising out of or in connection with this Deed are governed by the laws of the Netherlands (including (i) the obligation of the Pledgor as set out in Article 2.1 (*Agreement to pledge Collateral*) to create the Pledge, notwithstanding the existence of a provision in any other Debt Document stating that this obligation is to be governed by the laws of any other jurisdiction, and (ii) the submission to jurisdiction pursuant to paragraph c. of this Article 14).
- b. If a Party is represented by an attorney in connection with the signing and/or execution of this Deed or any other agreement, deed or document referred to in this Deed or made pursuant to this Deed, and the power of attorney is governed by the laws of the Netherlands, it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or



purported exercise of his or her authority shall be governed by the laws of the Netherlands.

- c. The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Deed (including a dispute regarding this Article 14 and the existence, validity or termination of this Deed) and to hear any action or application to a court regarding enforcement of the Pledge. This paragraph c. is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent permitted by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

MANNER OF ACQUISITION

Article 15

The Pledgor acquired the Shares by means of a transfer on the legal basis (*titel*) of purchase, as is evidenced by a deed executed on the eighth day of November two thousand and nineteen before a deputy of M.F.E. de Waard-Preller, at that time civil law notary at Rotterdam. The transfer was acknowledged by the Company on the same date, as is evidenced by that same notarial deed.

ACKNOWLEDGEMENT AND COMPANY STATEMENTS

Article 16

The Company:

- a. acknowledges the Pledge on the Shares and acknowledges in advance, to the extent permitted by law, the Pledge on the New Shares;
- b. will cause the Pledge including the conditional transfer of the Voting Rights and the conditional vesting in the Pledgee of the Meeting Rights to be duly entered in its shareholders' register without delay and provide the Pledgee, as soon as practically possible, with a copy of the relevant entries in its shareholders' register;
- c. acknowledges that it has received notification of the Pledge on the Share Receivables and consents to that Pledge;
- d. undertakes not to co-operate with the issue of any shares or rights to subscribe for or otherwise acquire shares in the capital of the Company, except as permitted under the Facilities Agreement;
- e. confirms that it has at all times and without interruption accepted as valid the transfers by which the Pledgor acquired the Shares and all previous transfers of the Shares, if any; and
- f. shall act in accordance with the provisions of this Deed.

APPROVAL OF PLEDGE

Article 17

- a. In its capacity of sole shareholder of the Company and as sole person with Meeting Rights (thus constituting the general meeting of the Company) and acting pursuant to the provisions of article 13 of the Company's articles of association, the Pledgor hereby passes a resolution approving the creation of the Pledge (including the conditional transfer of Voting Rights to the Pledgee) by means of this Deed.
- b. The Company hereby confirms that the members of the management board of the Company have been given the opportunity to advise on the above resolution of the Pledgor.



AUTHORITY AND POWER OF ATTORNEY

Article 18

The authorisation granted to the person appearing is evidenced by three (3) private powers of attorney, copies of which will be attached to this Deed immediately after the execution of this Deed.

CIVIL LAW NOTARY

Article 19

- a. The Parties are aware that the undersigned civil law notary works with NautaDutilh N.V., the firm that has advised the Pledgor in this transaction.
- b. With reference to the Code of Conduct (*Verordening beroeps- en gedragsregels*) laid down by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties hereby explicitly consent to:
 - i. the undersigned civil law notary executing this Deed; and
 - ii. the Pledgor being assisted and represented by NautaDutilh N.V. in relation to the Debt Documents, this Deed and any agreements that may be concluded, or disputes that may arise, in connection therewith.

FINAL STATEMENTS

The person appearing is known to me, civil law notary.

This Deed was executed in Rotterdam on the date stated at the beginning of this Deed.

After I, civil law notary, had conveyed and explained the contents of this Deed in substance to the person appearing, the person appearing declared to have taken note of the contents of this Deed, to be in agreement with its contents and not to wish them to be read out in full.

Following a partial reading, this Deed was signed by the person appearing and me, civil law notary.

(signatures follow)



ISSUED FOR TRUE COPY

by me, A. Scheijvens, candidate civil law notary, acting as deputy of A.H. Geerling, civil law notary in Rotterdam, on this day 5 October 2022.

