



Registration of a Charge

Company Name: **HANSALINIE (LP) LIMITED**

Company Number: **06559102**



Received for filing in Electronic Format on the: **22/12/2021**

XAJV8HBD

Details of Charge

Date of creation: **09/12/2021**

Charge code: **0655 9102 0002**

Persons entitled: **MORGAN STANLEY BANK AKTIENGESELLSCHAFT
BURLINGTON LOAN MANAGEMENT DESIGNATED ACTIVITY COMPANY
DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK,
FRANKFURT AM MAIN
HYPO NOE LANDESBANK FUER NIEDEROESTERREICH UND WIEN AG**

There are more than four persons entitled to the charge.

Brief description: **N/A**

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

**INSTRUMENT CERTIFIED AS A TRUE COPY BY THE NOTARY WHO
HOLDS THE ORIGINAL INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6559102

Charge code: 0655 9102 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2021 and created by HANSALINIE (LP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2021 .

Given at Companies House, Cardiff on 29th December 2021

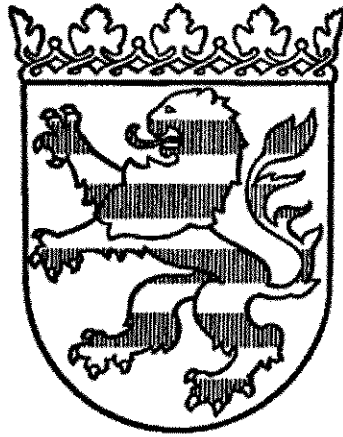
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Transacted

in Frankfurt am Main
this 9th day of December 2021.

Before me, the undersigning

Dr. Martin C. Schmidt

civil law notary
with offices in Frankfurt am Main,

appeared today in the premises of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, where I had proceeded upon request:

1. Ms. Carina Schnepf, born on [REDACTED], with business address at Cornelius Bartenbach Haesemann & Partner Partnerschaft von Rechtsanwälten mbB, Bismarckstraße 11-13, 50672 Cologne, in the following acting not for herself, but on behalf of
 - a) **A1 mobil Beteiligungs-GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany, with its seat in Wiesbaden, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Wiesbaden under HRB 22913,

based upon a power of attorney dated 12 April 2021, a certified copy of which is attached hereto as **Appendix A.1-1**, as well as a sub-power of attorney dated 8 December 2021, an electronically transmitted copy of which is attached hereto as **Appendix A.1-2**;

- b) **Hansalinie PPP Investment GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany, with its seat in Papenburg, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under HRB 217231,

based upon a power of attorney contained in the same deed as the aforementioned sub-power of attorney of which an electronically transmitted copy is attached hereto as Appendix A.1-2;

- c) **Hansalinie (LP) Limited**, a private limited company under the laws of England and Wales, with its registered office at Mercator House New Road Evx, Herstmonceux, East Sussex, BN27 1PX, United Kingdom, registered with the Companies House of England and Wales under company no. 06559102,

based upon a power of attorney dated 12 April 2021, a certified copy of which is attached hereto as Appendix A.2, as well as the aforementioned sub-power of attorney of which an electronically transmitted copy is attached hereto as Appendix A.1-2;

- d) **Hansalinie (A1 mobil Holdings) Limited**, a private limited company under the laws of England and Wales, with its registered office at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, United Kingdom, registered with the Companies House of England and Wales under company no. 06233482,

based upon a power of attorney dated 12 April 2021, a certified copy of which is attached hereto as Appendix A.3, as well as the aforementioned sub-power of attorney of which an electronically transmitted copy is attached hereto as Appendix A.1-2;

- e) **Hansalinie-Al-Vermögensverwaltungs- und Beteiligungs-GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany, with its seat in Großenkneten, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under HRB 213450,

based upon a power of attorney dated 12 April 2021, an electronically transmitted copy of which is attached to this deed as Appendix A.4, as well as the aforementioned sub-power of attorney of which an electronically transmitted copy is attached hereto as Appendix A.1-2.

2. Mr. Adrian Lingens, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

Autobahn Holding S.à.r.l., a limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg, with its registered address at

17 Boulevard Raiffeisen, 2411 Luxembourg, Luxembourg, registered with the register of commerce and companies (*registre de commerce et des sociétés*) of Luxembourg under B257119,

based upon a power of attorney dated 8 December 2021, an electronically transmitted copy of which is attached hereto as **Appendix B**.

3. Mr. Pascal Urban, born on [REDACTED] with business address at Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte, Steuerberater, Taunusanlage 11, 60329 Frankfurt am Main, in the following acting not for himself, but on behalf of

- a) **A1 mobil Verwaltungs-GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany, with its seat in Sittensen, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Tostedt under HRB 202409,

based upon a power of attorney dated 8 November 2021, a certified copy of which is attached hereto as **Appendix C**;

- b) **A1 mobil GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) under the laws of Germany, with its seat in Sittensen, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Tostedt under HRA 201796,

based upon the aforementioned power of attorney of which a certified copy is attached hereto as Appendix C.

4. Mr. Tom Haeseler, born on [REDACTED] with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

UniCredit Bank AG, a stock corporation (*Aktiengesellschaft*) under the laws of Germany, with its seat in Munich, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 42148,

based upon a power of attorney dated 17 November 2021, a certified copy of which is attached hereto as **Appendix D.1**.

5. Mr. Jonathan Victor Berz, born on [REDACTED] with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

Glas Trust Corporation Limited, a private limited company under the laws of England and Wales, with registered office at 55 Ludgate Hill, Level 1, West, London EC4M 7JW, United Kingdom, registered with the Companies House of England and Wales under company number 07927175,

based upon a power of attorney dated 12 October 2021, a certified copy of which is attached hereto as **Appendix D.2.**

6. Ms. Birthe Blüthgen, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for herself, but on behalf of

GLAS SAS, Frankfurt Branch, a branch office of GLAS SAS, a simplified stock corporation (*société par actions simplifiée*) under the laws of France with its seat (*siège social*) in 40 rue du Colisee, 75008 Paris, France, registered with the commercial register (*greffe du tribunal de commerce*) of Paris under registration no. 838 225 290, the branch office having its seat in Frankfurt am Main and being registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 122171,

based upon a power of attorney dated 17 November 2021, a certified copy of which is attached hereto as **Appendix D.3.**

7. Mr. Jonah Heinrich Hans-Joachim Krafczyk, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

Burlington Loan Management Designated Activity Company, a designated activity company limited by shares under the laws of the Republic of Ireland, having its registered address at 5th Floor, The Exchange, George's Dock, IFSC, Dublin, Dublin 1, D01 W3P9, Ireland, registered with the Companies Registration Office of Ireland under number 470093,

based upon a power of attorney dated 21 October 2021, a certified copy of which is attached hereto as **Appendix D.4;**

8. Mr. Tobias Schröter, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, a company under the laws of Germany, with its seat in Frankfurt am Main, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 45651,

based upon a power of attorney dated 12 October 2021, a certified copy of which is attached hereto as **Appendix D.5;**

9. Mr. Sascha Franke, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, in the following acting not for himself, but on behalf of

HYPO NOE Landesbank für Niederösterreich und Wien AG, a stock corporation (*Aktiengesellschaft*) under the laws of Austria, with its registered address at Hypogasse 1, 3100 St. Pölten, Austria, registered with the company register of the regional court (*Landesgericht*) of St. Pölten, Austria, under registration number FN 99073 x,

based upon a power of attorney dated 12 October 2021, a certified copy of which is attached hereto as **Appendix D.6;**

10. Ms. Jasmin Madeleine Neldner, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, and
11. Ms. Paulina Valentin Ebert, born on [REDACTED], with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main,

the persons appearing no. 10 and 11 in the following acting not for themselves, but jointly acting on behalf of

Morgan Stanley Bank Aktiengesellschaft, a stock corporation (*Aktiengesellschaft*) under the laws of Germany, with its seat in Frankfurt am Main, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 39346,

based upon a power of attorney dated 29 November 2021, a certified copy of which is attached hereto as **Appendix D.7.**

In those cases where a certified copy of a power of attorney is attached to this deed, the original was presented to the notary at this notarisation. In those cases where only an electronically transmitted copy of a power of attorney is attached to this deed, the original shall be provided to the notary without undue delay, and a certified copy thereof shall then be sealed to this deed.

The persons appearing acting as proxies do not assume any liability as to the validity or the scope of the powers of attorney presented. The notary advised the persons appearing of the obligation of notaries to verify the powers of representation of the persons appearing and to examine the documents presented with respect to a proof of such powers. After a discussion of the documentation presented today or, as the case may be, promised to be submitted in due course, the persons appearing declared that the parties represented by them did not wish any further proof of their powers of representation, and requested the notary to continue with the notarisation.

The persons appearing no. 1 - 9 and 11 are personally known to the notary. The person appearing no. 10 identified herself by submission of valid official picture identification document.

The notary asked the persons appearing regarding a prior involvement according to section 3 para. 1 sent. 1 no. 7 German Notarisation Act (*BeurkG*). After instructions by the notary regarding the contents of this provision, the persons appearing and the notary answered this question in the negative.

The persons appearing requested the notary to notarise this deed for the most part in the English language for the convenience of the parties represented by them and confirmed that they are in adequate command of the English language. The notary is in adequate command of the English language as well.

The persons appearing, acting as aforesaid, then requested the notarisation of the

**SUPPLEMENTAL AGREEMENT TO
SUPPLEMENTAL SHARE PLEDGE AGREEMENT
AND THE
SUPPLEMENTAL AGREEMENT TO
SUPPLEMENTAL INTEREST PLEDGE AGREEMENT**

attached to this deed together with their respective Schedules as **Attachment 1** and **Attachment 2**, respectively. These Supplemental Agreements each form an integral part of this deed, including their respective Schedules, but with the exclusion of their respective table of contents which has in each case been attached for documentation purposes only.

The Supplemental Agreements contained in Attachments 1 and 2 refer to a supplemental share pledge agreement and a supplemental interest pledge agreement, each dated 1 December 2021 and notarised under notarial deed no. 1025/2021-MCS of the officiating notary (the “**Reference Deed I**”). These supplemental pledge agreements, in turn, refer to certain further pledge agreements, each dated 9 and 10 July 2008 and notarised under notarial deed no. 488/2008-S of the notary Dr. Karl-Heinz Schmiegelt, Frankfurt am Main (the “**Reference Deed II**”, and together with the Reference Deed I, the “**Reference Deeds**”).

Each of the Reference Deeds was available at this notarization in its respective original. The persons appearing hereby refer to the Reference Deeds, including pursuant to Section 13a German Notarization Act (*BeurkG*), making them in their entirety a part of this notarization. The persons appearing expressly declared that they are fully aware of the contents of the Reference Deeds. After having been advised by the notary of the relevance of this reference, the persons appearing waived their right to have the Reference Deeds read out again and to have copies thereof attached to this deed.

All approvals, consents and similar declarations that may still be required shall take effect for and against all parties upon receipt by the officiating notary.

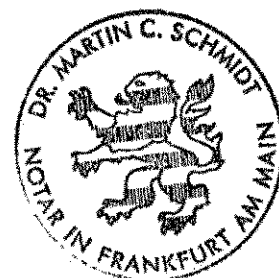
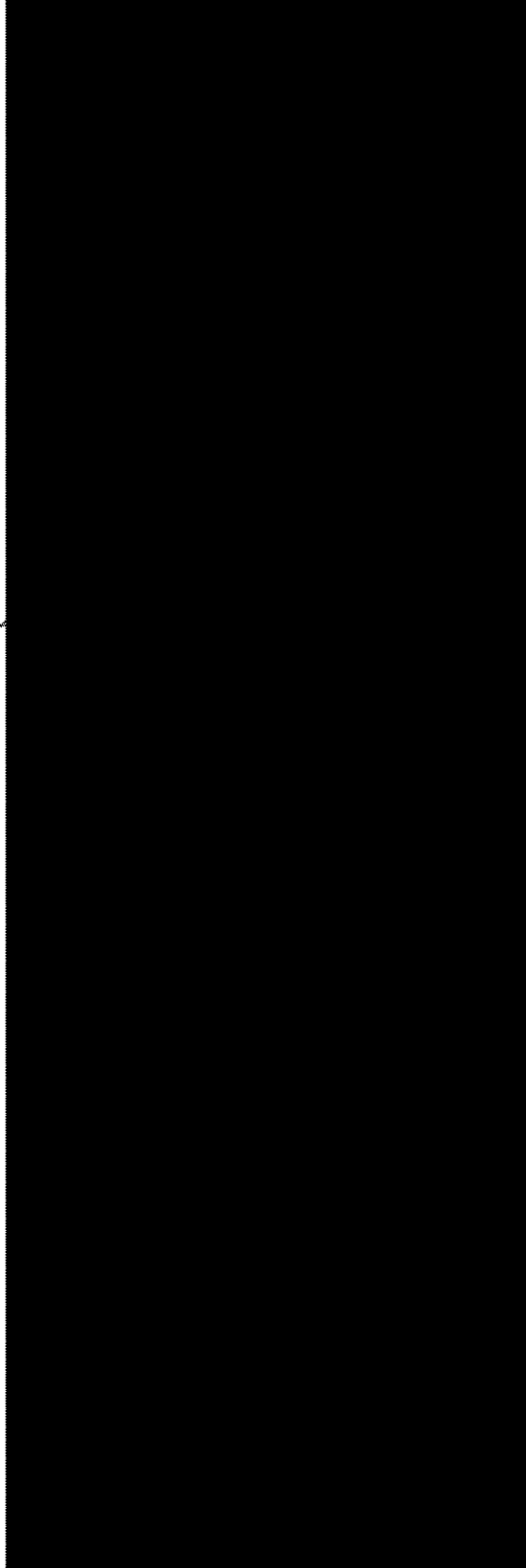
The notary advised in particular of the following:

- A pledge is a security instrument of strictly accessory nature, *i.e.*, it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist; and the owners of the secured claims and the pledgees must be identical.
- If the underlying secured claims are deemed under German law to have been novated this will cause the pledge to lapse by operation of law in relation to such claims.
- The articles of association of a limited liability company (*GmbH*) may impose restrictions on a transfer or pledge of shares, and a transfer or pledge of a partnership interest in a limited partnership (*KG*) requires the consent of the other partners if not otherwise provided for in the partnership agreement.
- There is no *bona fide* creation, acquisition nor ranking of a pledge of shares or interests (*i.e.*, the pledgees are not protected if a share or interest purported to be pledged does not exist, has been previously transferred to a third party or has been previously encumbered for the benefit of a third party) if not otherwise provided for in section 16 para. 3 German Limited Liability Companies Act (*GmbHG*).
- There is no court ruling of the German Federal High Court of Justice (*BGH*) in relation to the validity of a pledge created by an agent without power of attorney for the benefit of unknown future pledgees, and if pledges so created are valid, it may be questioned whether they will have the same rank as the pledges in favour of the original pledgees.
- The parties involved will be jointly and severally liable by operation of law for the notarial costs of this deed.

The notary advised of the duty of notaries and the parties to provide information under sec. 18, 19 German Real Estate Transfer Tax Act (*GrEStG*) and of the scope of such information duties, and pointed out that the parties will be jointly and severally liable for real estate transfer tax, if any.

The notary pointed out that he has not undertaken to advise the parties on tax matters, and thus does not accept any liability in this respect; the persons appearing expressly agreed to this, including in the name of the parties represented by them.

The foregoing deed with its Attachments 1 and 2, but with the exception of those parts of those Attachments that, pursuant to the foregoing, do not form an integral part of this deed, was read aloud to the persons appearing by the notary, was in its entirety approved by the persons appearing and was signed by them and the notary in their own hands as follows:



EXECUTION VERSION

**SUPPLEMENTAL AGREEMENT TO
SUPPLEMENTAL SHARE PLEDGE AGREEMENT**

DATED 9 DECEMBER 2021

between

**A1 MOBIL BETEILIGUNGS-GMBH
HANSALINIE PPP INVESTMENT GMBH
HANSALINIE (A1 MOBIL HOLDINGS) LIMITED
HANSALINIE-A1-VERMÖGENSVERWALTUNGS- UND BETEILIGUNGS-GMBH
as Original Pledgors**

**AUTOBAHN HOLDING S.À R.L.
as New Pledgor**

and

**UNICREDIT BANK AG
as Resigning Security Agent**

**GLAS TRUST CORPORATION LIMITED
as Successor Security Agent**

and

THE PLEDGEES

**RELATING TO THE SHARES IN
A1 MOBIL VERWALTUNGS-GMBH**

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THIS SUPPLEMENTAL AGREEMENT includes in connection with potential Legal Succession Events (as defined below) an additional confirmation (the **Confirmation**) of the share pledge agreement dated 10 July 2008, recorded under notarial deed no. 488/2008-S of notary public Dr. Karl-Heinz Schmiegelt with offices in Frankfurt (the **First Ranking Share Pledge Agreement**) as well as an additional supplemental share pledge agreement (the **Additional Supplemental Share Pledge Agreement**) (together with the Confirmation, the **Agreement**) and is made on 9 December 2021

BETWEEN:

- (1) **A1 MOBIL BETEILIGUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Wiesbaden and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Wiesbaden under registration number HRB 22913,

(**A1 mobil Bet**);

- (2) **HANSALINIE PPP INVESTMENT GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Großenkneten and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under registration number HRB 217231,

(**Hansalinie PPP**);

- (3) **HANSALINIE (A1 MOBIL HOLDINGS) LIMITED**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Exx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06233482,

(**Hansalinie Ho'ldings**);

- (4) **HANSALINIE-AI-VERMÖGENSVERWALTUNGS- UND BETEILIGUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Großenkneten and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under registration number HRB 213450,

(**Hansalinie-A1**); and

- (5) **AUTOBAHN HOLDING S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and organized under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B257119, and with registered address at 17, Boulevard Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg,

(**Autobahn Holding**);

on one side;

- (6) **UNICREDIT BANK AG** (formerly Bayerische Hypo- und Vereinsbank Aktiengesellschaft), a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Germany, having its corporate seat in Munich and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under registration number HRB 42148 (the **Resigning Security Agent** and **Resigning Facility Agent** or, collectively, the **Resigning Agent**);

- (7) **GLAS TRUST CORPORATION LIMITED**, a company incorporated in England and Wales with registered number 07927175 whose registered office is at 55 Ludgate Hill, London EC4M 7JW, United Kingdom, as security agent (the **Successor Security Agent**);
 - (8) **GLAS SAS, FRANKFURT BRANCH**, having its registered office at Omniturm, Große Gallusstraße 16-18, 60311 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under number HRB 122171, as facility agent (the **Successor Facility Agent**); and
 - (9) the other **PLEDGEES** as set out in Schedule 1
- on the other side,
- as well as
- (10) **A1 MOBIL VERWALTUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Tostedt under HRB 202409, with registered address at Stader Straße 36, 27419 Sittensen, as pledged company (the **Pledged Company**).

A1 mobil Bet, Hansalinie PPP, Hansalinie Holdings and Hansalinie-A1 are individually referred to as an **Original Pledgor** and collectively as the **Original Pledgors**. Autobahn Holding is referred to as the **New Pledgor**. The New Pledgor and each of the Original Pledgors are individually referred to as the **Pledgor** and collectively as the **Pledgors**.

The Pledgors, the Resigning Security Agent and Resigning Facility Agent, the Successor Security Agent, the Successor Facility Agent, the other Pledgees (as defined below) and the Pledged Company are hereinafter collectively referred to as the **Parties**, and each a **Party**.

BACKGROUND:

- (A) The Parties have entered into (i) a supplemental share pledge agreement (**Supplemental Share Pledge Agreement**) on 1 December 2021 which has been notarized by notary public Dr. Martin C. Schmidt, Frankfurt am Main, roll of deeds 1025/2021-MCS and, as applicable and together with certain other parties, (ii) a junior ranking share pledge agreement on 1 December 2021 which has been notarized by notary public Dr. Martin C. Schmidt, Frankfurt am Main, roll of deeds 1026/2021-MCS.
- (B) In relation to the English Holdings (as defined below), the effects of the United Kingdom leaving the European Union remain uncertain and it cannot be excluded that any of the English Holdings has to be disregarded as separate legal entity under German law or has to be requalified as partnership under German law (**Brexit Consequences**). Brexit Consequences in turn may have caused that (i) Hansalinie-A1 has assumed all rights and obligations of Hansalinie Holdings and Hansalinie LP (as defined below) due to legal succession (**LSE 1**) or (ii) Hansalinie-A1 has assumed all rights and obligations of Hansalinie Holdings due to legal succession (**LSE 2**) or (iii) Hansalinie Holdings has assumed all rights and obligations of Hansalinie LP due to legal succession (**LSE 3**), respectively (each of LSE 1, LSE 2 and LSE 3 a **Legal Succession Event** and together the **Legal Succession Events**).
- (C) If LSE 1 has occurred, Hansalinie-A1 holds Hansalinie LP's interest in A1 mobil KG in an amount of EUR 4,250 (the **Former Hansalinie LP Interest**), Hansalinie Holdings' shares in the Pledged Company in an amount of EUR 11,050 (the **Former Hansalinie Holdings GP Shares**) and the Hansalinie Holdings SHL (as defined below) (the **Former Hansalinie Holdings SHL**). If LSE 2 has occurred, Hansalinie-A1 holds the Former Hansalinie Holdings GP Shares and the Former Hansalinie Holdings SHL. If LSE 3 has occurred, Hansalinie Holdings holds the Former Hansalinie LP Interests, the Former Hansalinie Holdings GP Shares and the Former Hansalinie Holdings SHL.

- (D) Therefore, the Parties have agreed as a matter of precaution (*höchstvorsorglich*) to address the potential Legal Succession Events by this Agreement in order to ensure that the Confirmation under clause 2 of this Agreement will be submitted by every shareholder of the Pledged Company. Also, in addition to the Second Ranking Share Pledge Agreement, the Parties intend to agree on an additional supplemental share pledge to be granted by the Original Pledgors under clause 3 of this Agreement.
- (E) Given the uncertainty whether a Legal Succession Event has occurred, the Parties explicitly confirm that this Agreement is concluded by and between the Parties which are legally in existence at the point in time this Agreement is entered into and its effectiveness shall not be affected in any way if any of the English Holdings is affected by Brexit Consequences, if any.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

A1 mobil KG means A1 mobil GmbH & Co. KG, a limited partnership (*Kommanditgesellschaft*) established under the laws of the Federal Republic of Germany, registered with the commercial register of the local court of Tostedt under HRA 201796, with registered address at Stader Straße 36, 27419 Sittensen, Germany.

English Holdings means Hansalinie Holdings and Hansalinie LP and **English Holding** means any of them.

Existing Shares shall have the meaning assigned to that term in Clause 3.1 below.

Hansalinie Holdings SHL means a shareholder loan in the principal amount of EUR 3,859,000.00 (in words: Euro three million eight hundred fifty-nine thousand) plus any and all accrued but unpaid interest provided by Hansalinie Holdings to A1 mobil KG.

Hansalinie LP means Hansalinie (LP) Limited, a limited liability company incorporated under the laws of England & Wales, registered with the companies' house of England & Wales under 06559102, with registered address at Mercator House New Road Evx, Herstmonceux, East Sussex, BN27 1PX, England.

Shares means the Existing Shares and the Future Shares.

- 1.2 Defined terms used in this Agreement but not defined herein shall have the same meaning attributed to them in the Supplemental Share Pledge Agreement.
- 1.3 Defined terms apply throughout this Agreement, unless the contrary intention appears. Terms defined in the singular shall have the comparable meaning when used in the plural, and vice versa, unless the contrary intention appears.
- 1.4 In this Agreement, unless otherwise indicated:
- (a) words importing any gender include the other gender; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to;
 - (b) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation";

- (c) references to agreements, other contractual instruments and schedules shall be deemed to include all subsequent amendments, extensions and other modifications to such agreements, instruments and schedules (otherwise than in breach of this Agreement or that document);
- (d) any reference to a "person" includes any bodies corporate and unincorporated associations of persons; any reference to a "company" or "entity" includes any partnership, company, corporation or other body corporate wherever incorporated; and
- (e) references to persons, companies or other entities include their respective permitted successors and assigns and, in the case of governmental institutions, institutions succeeding their respective functions and capacities.

1.5 Where a German translation has been added in parenthesis after an English word or phrase, only such German translation shall be decisive for the interpretation of the relevant English word or phrase.

2. CONFIRMATION TO ADDRESS THE LEGAL SUCCESSION EVENTS

2.1 As a matter of precaution in case any of LSE 1 or LSE 2 has occurred, Hansalinie-A1 hereby confirms to each Party of the Supplemental Share Pledge Agreement, without prejudice to the occurrence of the Agency Transfer Effective Date, that the First Ranking Share Pledge Agreement and the Existing Pledges shall continue to be in full force and effect after the amendment of the Credit Agreement pursuant to the Restructuring Implementation Agreement and the occurrence of the Effective Date.

2.2 Hansalinie-A1 further confirms and agrees that:

- (i) pursuant to the Agency Transfer Agreement the rights and obligations under the Security Trust Agreement will be transferred from the Resigning Security Agent to the Successor Security Agent on the Agency Transfer Effective Date and the Security Trust Agreement will be terminated following such transfer and that the content of the Security Trust Agreement will be included in the Intercreditor Agreement and the relevant other Finance Documents. The references in the First Ranking Share Pledge Agreement to the Security Agent acting or being appointed as security trustee pursuant to and/or in accordance with the Security Trust Agreement shall therefore be amended to be a reference to the Intercreditor Agreement; and
- (ii) on and from the Effective Date:
 - (A) any reference to the Intercreditor Agreement in the First Ranking Share Pledge Agreement shall be read as a reference to the Intercreditor Agreement as defined in the Supplemental Share Pledge Agreement; and
 - (B) the Intercreditor Agreement, as defined in the Supplemental Share Pledge Agreement, shall be relevant for the distribution of enforcement proceeds.

3. SUPPLEMENTAL PLEDGE BY THE ORIGINAL PLEDGORS

3.1 Pledged Shares

- (a) The Original Pledgors are the only shareholders of the Pledged Company.
- (b) The total registered share capital (*Stammkapital*) of the Pledged Company amounts to EUR 26,000 (in words: twenty six thousand euros).
- (c) At present:

- (i) Hansalinie Holdings, or in case of LSE 1 or LSE 2, Hansalinie-A1 holds one share in the Pledged Company amounting to EUR 11,050 (in words: eleven thousand fifty euros) (the **Existing Former John Laing Share**);
- (ii) A1 mobil Bet holds one share in the Pledged Company amounting to EUR 11,050 (in words: eleven thousand fifty euros) (the **Existing Former Bilfinger Share**);
- (iii) Hansalinie PPP holds three shares in the Pledged Company amounting to EUR 1,450 and EUR 1,450 and EUR 1,000 (in words: one thousand four hundred fifty euros, one thousand four hundred fifty euros and one thousand euros) (the **Existing Former Bunte PPP Share**, together with the Existing Former Bilfinger Share and the Existing Former John Laing Share, the **Existing Shares**).

At present, there are no other shares in the Pledged Company.

- (d) Each of the Existing Shares is fully paid up. There is no obligation of the Original Pledgors to make additional contributions.

3.2 In addition to the confirmation under Clause 2 of this Agreement, each of the Original Pledgors hereby pledges the Shares and all Ancillary Rights pertaining thereto to each Existing Pledgee and to each Future Pledgee for their rateable and equally ranking interest as security.

3.3 Each of the Existing Pledgees hereby accepts the Pledges. In addition, the Security Agent accepts the Pledges for and on behalf of each Future Pledgee hereunder as proxy without power of attorney (*Vertreter ohne Vertretungsmacht*). Each Future Pledgee ratifies and confirms such acceptance so made by the Security Agent on its behalf by accepting the transfer or assignment of any Secured Claim and/or by becoming a party to a Finance Document, thereby becoming a Pledgee. All Parties confirm that the validity of any of the Pledges constituted hereunder is not affected by the Security Agent acting as proxy without power of attorney for any Future Pledgee. For the avoidance of doubt, the Parties agree that nothing in this Additional Supplemental Share Pledge Agreement shall exclude a transfer of all or part of the Pledges by operation of law.

3.4 The Parties hereby agree that the Clauses 1, paragraph (b) of Clause 3 (Constitution of Pledge), Clause 4 (Independent Pledge) to Clause 12 (Release of Security), Clause 16 (Duration and Independence) and Clause 22 (Notification) of the Supplemental Share Pledge Agreement shall apply *mutatis mutandis* to this Additional Supplemental Share Pledge Agreement provided that:

- (a) any reference to "New Pledgor" or "New Pledgors" shall be read as reference to "Original Pledgor" or "Original Pledgors;" and
- (b) any reference to "Second Ranking Share Pledge Agreement" shall be read as reference to "Additional Supplemental Share Pledge Agreement".

4. FURTHER PROVISIONS

- 4.1 Apart from the amendments/supplements set forth in this Agreement, the Supplemental Share Pledge Agreement remains unchanged.
- 4.2 In order to address any potential Legal Succession Event, the Parties shall cooperate in good faith with each other in order to implement the corporate restructuring, in particular to sign and execute all agreements and documents and to make all declarations necessary in this regard.
- 4.3 Clause 13 (Release of Original Pledgors) through Clause 21 (Applicable Law, Jurisdiction) of the Supplemental Share Pledge Agreement shall apply *mutatis mutandis* to this Agreement.

SCHEDULE 1

THE OTHER PLEDGEES

Burlington Loan Management DAC

DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

HYPO NOE Landesbank für Niederösterreich und Wien AG

Morgan Stanley Bank AG

EXECUTION VERSION

**SUPPLEMENTAL AGREEMENT TO
SUPPLEMENTAL INTEREST PLEDGE AGREEMENT**

DATED 9 DECEMBER 2021

between

**A1 MOBIL BETEILIGUNGS-GMBH
HANSALINIE PPP INVESTMENT GMBH
HANSALINIE (A1 MOBIL HOLDINGS) LIMITED
HANSALINIE (LP) LIMITED
HANSALINIE-A1-VERMÖGENSVERWALTUNGS- UND BETEILIGUNGS-GMBH
as Original Pledgors**

**AUTOBAHN HOLDING S.À R.L.
A1 MOBIL VERWALTUNGS-GMBH
as New Pledgors**

and

**UNICREDIT BANK AG
as Resigning Security Agent**

**GLAS TRUST CORPORATION LIMITED
as Successor Security Agent**

and

THE PLEDGEES

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THIS SUPPLEMENTAL AGREEMENT includes in connection with potential Legal Succession Events (as defined below) an additional confirmation (the **Confirmation**) of the interest pledge agreement dated 10 July 2008, recorded under notarial deed no. 488/2008-S of notary public Dr. Karl-Heinz Schmiegelt with offices in Frankfurt (the **First Ranking Interest Pledge Agreement**) as well as an additional supplemental interest pledge agreement (the **Additional Supplemental Interest Pledge Agreement**) (together with the Confirmation, the **Agreement**) and is made on 9 December 2021 between

- (1) **A1 MOBIL BETEILIGUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Wiesbaden and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Wiesbaden under registration number HRB 22913,

(**A1 mobil Bet**);

- (2) **HANSALINIE PPP INVESTMENT GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Großenkneten and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under registration number HRB 217231,

(**Hansalinie PPP**);

- (3) **HANSALINIE (A1 MOBIL HOLDINGS) LIMITED**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06233482,

(**Hansalinie Holdings**);

- (4) **HANSALINIE (LP) LIMITED**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06559102,

(**Hansalinie LP**);

- (5) **HANSALINIE-A1-VERMÖGENSVERWALTUNGS- UND BETEILIGUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, having its corporate seat in Großenkneten and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under registration number HRB 213450,

(**Hansalinie-A1**);

- (6) **AUTOBAHN HOLDING S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and organized under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*, Luxembourg) under registration number B257119, and with registered address at 17, Boulevard Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg,

(**Autobahn Holding**); and

- (7) **A1 MOBIL VERWALTUNGS-GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Tostedt under HRB 202409, with registered address

at Stader Straße 36, 27419 Sittensen, as general partner (*Komplementär*) of the Pledged Company (as defined in this rubrum under no. 12 below),

(General Partner)

on one side;

- (8) **UNICREDIT BANK AG** (formerly Bayerische Hypo- und Vereinsbank Aktiengesellschaft), a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Germany, having its corporate seat in Munich and being registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under registration number HRB 42148 (the **Resigning Security Agent** and **Resigning Facility Agent** or, collectively, the **Resigning Agent**);
- (9) **GLAS TRUST CORPORATION LIMITED**, a company incorporated in England and Wales with registered number 07927175 whose registered office is at 55 Ludgate Hill, London EC4M 7JW, United Kingdom, as security agent (the **Successor Security Agent**);
- (10) **GLAS SAS, FRANKFURT BRANCH**, having its registered office at Omniturm, Große Gallusstraße 16-18, 60311 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under number HRB 122171, as facility agent (the **Successor Facility Agent**); and
- (11) the other **PLEDGEES** as set out in Schedule 1

on the other side,

as well as

- (12) **A1 MOBIL GMBH & CO. KG**, a limited partnership (*Kommanditgesellschaft*) organised under the laws of Germany and registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Tostedt under registration number HRA 200929 as pledged company (the **Pledged Company**).

Hansalinie Holdings and Hansalinie LP are individually referred to as an **English Holding** and collectively as the **English Holdings**.

A1 mobil Bet, Hansalinie PPP, Hansalinie Holdings, Hansalinie LP and Hansalinie-A1 are individually referred to as an **Original Pledgor** and collectively as the **Original Pledgors**. Autobahn Holding is referred to as the **Pledgor 1** and A1 mobil Verwaltungs-GmbH is referred to as **Pledgor 2**. Pledgor 1 and Pledgor 2 are individually referred to as a **New Pledgor** and collectively as the **New Pledgors**. Each of the New Pledgors and each of the Original Pledgors are individually referred to as a **Pledgor** and collectively as the **Pledgors**.

The Pledgors, the Resigning Security Agent and Resigning Facility Agent, the Successor Security Agent, the Successor Facility Agent, the other Pledgees (as defined below) and the Pledged Company are hereinafter collectively referred to as the **Parties**, and each a **Party**.

BACKGROUND:

- (A) The Parties have entered into (i) a supplemental interest pledge agreement (**Supplemental Interest Pledge Agreement**) on 1 December 2021 which has been notarized by notary public Dr Martin C. Schmidt, Frankfurt am Main, roll of deeds 1025/2021-MCS and, as applicable and together with certain other parties, (ii) a junior ranking interest pledge agreement on 1 December 2021 which has been notarized by notary public Dr. Martin C. Schmidt, Frankfurt am Main, roll of deeds 1026/2021-MCS.

- (B) In relation to the English Holdings (as defined below), the effects of the United Kingdom leaving the European Union remain uncertain and it cannot be excluded that any of the English Holdings has to be disregarded as separate legal entity under German law or has to be requalified as partnership under German law (**Brexit Consequences**). Brexit Consequences in turn may have caused that (i) Hansalinie-A1 has assumed all rights and obligations of Hansalinie Holdings and Hansalinie LP (as defined below) due to legal succession (**LSE 1**) or (ii) Hansalinie-A1 has assumed all rights and obligations of Hansalinie Holdings due to legal succession (**LSE 2**) or (iii) Hansalinie Holdings has assumed all rights and obligations of Hansalinie LP due to legal succession (**LSE 3**), respectively (each of LSE 1, LSE 2 and LSE 3 a **Legal Succession Event** and together the **Legal Succession Events**).
- (C) If LSE 1 has occurred, Hansalinie-A1 holds Hansalinie LP's interest in the Pledged Company in an amount of EUR 4,250 (the **Former Hansalinie LP Interest**), Hansalinie Holdings' shares in the General Partner in an amount of EUR 11,050 (the **Former Hansalinie Holdings GP Shares**) and the Hansalinie Holdings SHL (as defined below) (the **Former Hansalinie Holdings SHL**). If LSE 2 has occurred, Hansalinie-A1 holds the Former Hansalinie Holdings GP Shares and the Former Hansalinie Holdings SHL. If LSE 3 has occurred, Hansalinie Holdings holds the Former Hansalinie LP Interest, the Former Hansalinie Holdings GP Shares and the Former Hansalinie Holdings SHL.
- (D) Therefore, the Parties have agreed as a matter of precaution (*höchstvorsorglich*) to address the potential Legal Succession Events by this Agreement in order to ensure that the Confirmation under clause 2 of this Agreement will be submitted by every limited partner of the Pledged Company. Also, in addition to the Second Ranking Interest Pledge Agreement, the Parties intend to agree on an additional supplemental share pledge to be granted by the Original Pledgors under clause 4 of this Agreement.
- (E) Given the uncertainty whether a Legal Succession Event has occurred, the Parties explicitly confirm that this Agreement is concluded by and between the Parties which are legally in existence at the point in time this Agreement is entered into and its effectiveness shall not be affected in any way if any of the English Holdings is affected by Brexit Consequences, if any.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Existing Interests shall have the meaning assigned to that term in Clause 4.1 below.

Hansalinie Holdings SHL means a shareholder loan in the principal amount of EUR 3,859,000.00 (in words: Euro three million eight hundred fifty-nine thousand) plus any and all accrued but unpaid interest provided by Hansalinie Holdings to the Pledged Company.

1.2 Defined terms used in this Agreement but not defined herein shall have the same meaning attributed to them in the Supplemental Interest Pledge Agreement.

1.3 Defined terms apply throughout this Agreement, unless the contrary intention appears. Terms defined in the singular shall have the comparable meaning when used in the plural, and vice versa, unless the contrary intention appears.

1.4 In this Agreement, unless otherwise indicated:

- (a) words importing any gender include the other gender; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to;

- (b) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation";
- (c) references to agreements, other contractual instruments and schedules shall be deemed to include all subsequent amendments, extensions and other modifications to such agreements, instruments and schedules (otherwise than in breach of this Agreement or that document);
- (d) any reference to a "person" includes any bodies corporate and unincorporated associations of persons; any reference to a "company" or "entity" includes any partnership, company, corporation or other body corporate wherever incorporated; and
- (e) references to persons, companies or other entities include their respective permitted successors and assigns and, in the case of governmental institutions, institutions succeeding their respective functions and capacities.

1.5 Where a German translation has been added in parenthesis after an English word or phrase, only such German translation shall be decisive for the interpretation of the relevant English word or phrase.

2. CONFIRMATION TO ADDRESS THE LSE 1

2.1 As a matter of precaution and in case the LSE 1 has occurred, Hansalinie-A1 hereby confirms to each Party of the Supplemental Interest Pledge Agreement, without prejudice to the occurrence of the Agency Transfer Effective Date, that the First Ranking Interest Pledge Agreement and the Existing Pledges shall continue to be in full force and effect after the amendment of the Credit Agreement pursuant to the Restructuring Implementation Agreement and the occurrence of the Effective Date.

2.2 Hansalinie-A1 further confirms and agrees that:

- (i) pursuant to the Agency Transfer Agreement the rights and obligations under the Security Trust Agreement will be transferred from the Resigning Security Agent to the Successor Security Agent on the Agency Transfer Effective Date and the Security Trust Agreement will be terminated following such transfer and that the content of the Security Trust Agreement will be included in the Intercreditor Agreement and the relevant other Finance Documents. The references in the First Ranking Interest Pledge Agreement to the Security Agent acting or being appointed as security trustee pursuant to and/or in accordance with the Security Trust Agreement shall therefore be amended to be a reference to the Intercreditor Agreement; and
- (ii) on and from the Effective Date:
 - (A) any reference to the Intercreditor Agreement in the First Ranking Interest Pledge Agreement shall be read as a reference to the Intercreditor Agreement as defined in the Supplemental Interest Pledge Agreement; and
 - (B) the Intercreditor Agreement, as defined in the Supplemental Interest Pledge Agreement, shall be relevant for the distribution of enforcement proceeds.

3. CONFIRMATION TO ADDRESS THE LSE 3

3.1 As a matter of precaution and in case the LSE 3 has occurred, Hansalinie Holdings hereby confirms to each Party of the Supplemental Interest Pledge Agreement, without prejudice to the occurrence of the Agency Transfer Effective Date, that the First Ranking Interest Pledge Agreement and the Existing Pledges shall continue to be in full force and effect after the amendment of the Credit Agreement pursuant to the Restructuring Implementation Agreement and the occurrence of the Effective Date.

3.2 Hansalinie Holdings further confirms and agrees that:

- (i) pursuant to the Agency Transfer Agreement the rights and obligations under the Security Trust Agreement will be transferred from the Resigning Security Agent to the Successor Security Agent on the Agency Transfer Effective Date and the Security Trust Agreement will be terminated following such transfer and that the content of the Security Trust Agreement will be included in the Intercreditor Agreement and the relevant other Finance Documents. The references in the First Ranking Interest Pledge Agreement to the Security Agent acting or being appointed as security trustee pursuant to and/or in accordance with the Security Trust Agreement shall therefore be amended to be a reference to the Intercreditor Agreement; and
- (ii) on and from the Effective Date:
 - (A) any reference to the Intercreditor Agreement in the First Ranking Interest Pledge Agreement shall be read as a reference to the Intercreditor Agreement as defined in the Supplemental Interest Pledge Agreement; and
 - (B) the Intercreditor Agreement, as defined in the Supplemental Interest Pledge Agreement, shall be relevant for the distribution of enforcement proceeds.

4. SUPPLEMENTAL PLEDGE BY THE ORIGINAL PLEDGORS

4.1 Pledged Interests

- (a) The Original Pledgors are the only limited partners (*Kommanditisten*) of the Pledged Company. The General Partner is the Pledged Company's sole general partner (*Komplementär*) and does not hold any interest (*Kapitalanteil*) in the Pledged Company.
- (b) Hansalinie LP or, in case of LSE 1, Hansalinie-A1 or, in case of LSE 3, Hansalinie Holdings holds a limited partner's interest (*Kommanditanteil/Mitgliedschaft*) representing 42.50% of the partners' interests (the **Existing Former John Laing Interest**) in the Pledged Company. Its capital interest (*Kapitalanteil*) currently has a nominal amount of EUR 4,250 (in words: four thousand two hundred fifty euros) and its liable capital (*Haftungssumme*) amounts to EUR 4,250 (in words: four thousand two hundred fifty euros).
- (c) Hansalinie PPP holds a limited partner's interest (*Kommanditanteil/Mitgliedschaft*) representing 15.00% of the partners' interests (the **Existing Former Bunte Interest**) in the Pledged Company. Its capital interest (*Kapitalanteil*) currently has a nominal amount of EUR 1,500 (in words: one thousand five hundred euros) and its liable capital (*Haftungssumme*) amounts to EUR 1,500 (in words: one thousand five hundred euros).
- (d) A1 mobil Bet holds a limited partner's interest (*Kommanditanteil/Mitgliedschaft*) representing 42.50% of the partners' interests (the **Existing Former Bilfinger Interest**, together with the Existing Former John Laing Interest and the Existing Former Bunte Interest, the **Existing Interests**) in the Pledged Company. Its capital interest (*Kapitalanteil*) currently has a nominal amount of EUR 4,250 (in words: four thousand two hundred fifty euros) and its liable capital (*Haftungssumme*) amounts to EUR 4,250 (in words: four thousand two hundred fifty euros).

Each of the Existing Interests is fully paid up. There is no obligation for any of the Original Pledgors to make additional contributions.

- 4.2 In addition to the confirmations under Clause 2 and Clause 3 of this Agreement, each of the Original Pledgors hereby pledges the Interests and all Ancillary Rights pertaining thereto to each Existing Pledgee and to each Future Pledgee for their rateable and equally ranking interest as security.
- 4.3 Each of the Existing Pledgees hereby accepts the Pledges. In addition, the Security Agent accepts the Pledges for and on behalf of each Future Pledgee hereunder as proxy without power of attorney (*Vertreter ohne Vertretungsmacht*). Each Future Pledgee ratifies and confirms such acceptance so made by the Security Agent on its behalf by accepting the transfer or assignment of any Secured Claim and/or by becoming a party to a Finance Document, thereby becoming a Pledgee. All Parties confirm that the validity of any of the Pledges constituted hereunder is not affected by the Security Agent acting as proxy without power of attorney for any Future Pledgee. For the avoidance of doubt, the Parties agree that nothing in this Additional Supplemental Interest Pledge Agreement shall exclude a transfer of all or part of the Pledges by operation of law.
- 4.4 The Parties hereby agree that the Clauses 1, paragraph (b) of Clause 3 (Constitution of Pledge), Clause 4 (Independent Pledge) to Clause 12 (Release of Security), Clause 16 (Duration and Independence) and Clause 22 (Notification) of the Supplemental Interest Pledge Agreement shall apply *mutatis mutandis* to this Additional Supplemental Interest Pledge Agreement provided that:
- (a) any reference to “New Pledgor” or “New Pledgors” shall be read as reference to “Original Pledgor” or “Original Pledgors;” and
 - (b) any reference to “Second Ranking Interest Pledge Agreement” shall be read as reference to “Additional Supplemental Interest Pledge Agreement”.

5. FURTHER PROVISIONS

- 5.1 Apart from the amendments/supplements set forth in this Agreement, the Supplemental Interest Pledge Agreement remains unchanged.
- 5.2 In order to address any potential Legal Succession Event, the Parties shall cooperate in good faith with each other in order to implement the corporate restructuring, in particular to sign and execute all agreements and documents and to make all declarations necessary in this regard.
- 5.3 Clause 13 (Release of Original Pledgors) through Clause 21 (Applicable Law, Jurisdiction) of the Supplemental Interest Pledge Agreement shall apply *mutatis mutandis* to this Agreement.

SCHEDULE 1

THE OTHER PLEDGEES

Burlington Loan Management DAC

DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

HYPO NOE Landesbank für Niederösterreich und Wien AG

Morgan Stanley Bank AG

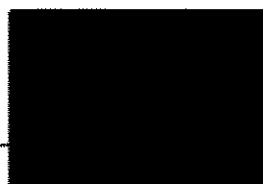
Power of Attorney	Vollmacht
<p>The undersigned A1 mobil Beteiligungs-GmbH with registered offices in Papenburg, registered with the commercial register of the local court of Wiesbaden unter HRB 22913, represented by Mr. Jan Schütz and Mr. Ralf Hafner hereby grants</p>	<p>Die A1 mobil Beteiligungs-GmbH mit Sitz in Papenburg, eingetragen im Handelsregister Wiesbaden unter HRB 22913, vertreten durch Herrn Jan Schütz und Herrn Ralf Hafner, erteilt hiermit</p>
<p>1. Mr. Manfred Wendt, born [REDACTED] with address [REDACTED]</p> <p>2. Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH, with registered offices in Großenkneten, registered with the commercial register of the local court of Oldenburg unter HRB 213450</p>	<p>1. Herrn Manfred Wendt, geboren am [REDACTED] wohnhaft [REDACTED] in [REDACTED]</p> <p>2. der Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH, mit Sitz in Großenkneten, eingetragen im Handelsregister Oldenburg unter HRB 213450,</p>
<p>power of attorney for</p> <p>all matters of the principal concerning its participation in A1 mobil GmbH & Co. KG and its general partner, including all its contractual relationships with them.</p>	<p>Vollmacht in</p> <p>allen Angelegenheiten der Vollmachtgeberin betreffend ihre Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin einschließlich ihrer sämtlichen vertraglichen Beziehungen zu diesen.</p>
<p>The authorised representatives are in particular entitled, but not limited, to perform the following acts:</p> <ul style="list-style-type: none"> - to initiate and promote all necessary steps regarding the corporate, financial and operative restructuring as well as all measures related to the concession agreement with the Niedersächsischen Landesbehörde für Straßenbau und Verkehr („the Restructuring“); 	<p>Die Bevollmächtigten sind insbesondere, aber nicht ausschließlich, zu folgenden Handlungen berechtigt:</p> <ul style="list-style-type: none"> - alle notwendigen Schritte in Bezug auf die gesellschaftsrechtliche, finanzielle und operative Umstrukturierung der A1 mobil GmbH & Co. KG sowie alle Maßnahmen in Bezug auf den Konzessionsvertrag mit der Niedersächsischen Landesbehörde

<ul style="list-style-type: none"> - to negotiate and to enter into all necessary and appropriate agreements related to the restructuring and to take all steps to legally enforce them; - to adopt all shareholder resolutions regarding the participation in A1 mobil GmbH & Co. KG and its general partner; - to represent the company in shareholders' meetings of associated companies, namely A1 mobil GmbH & Co. KG and its general partner. 	<ul style="list-style-type: none"> - für Straßenbau und Verkehr („die Restrukturierung“) einzuleiten und zu fördern; - sämtliche erforderlichen und geeigneten Verträge im Zusammenhang mit der Restrukturierung zu verhandeln und abzuschließen und alle zu ihrer rechtlichen Durchsetzung erforderlichen Schritte zu unternehmen; - sämtliche Gesellschafterbeschlüsse bezüglich der Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin zu fassen; - die Gesellschaft in Gesellschafterversammlungen von Beteiligungsgesellschaften, namentlich der A1 mobil GmbH & Co. KG und ihrer Komplementärin, zu vertreten.
<p>The authorised representatives are comprehensively entitled to represent the principal in the above-mentioned matter, judicially and extrajudicially.</p>	<p>Die Bevollmächtigten sind umfassend berechtigt, die Vertretene in den oben genannten Angelegenheiten gerichtlich und außergerichtlich zu vertreten.</p>
<p>The authorised representatives represent the principal solely. They are exempt from the restrictions of Section 181 of the German Civil Code (BGB) and are authorized to grant sub-power of attorney.</p>	<p>Die Bevollmächtigten vertreten die Vollmachtgeberin jeweils einzeln. Sie sind von den Beschränkungen des § 181 BGB befreit und berechtigt Untervollmacht zu erteilen.</p>

Papenburg, den 12.04.2021



(Ralf Harner)



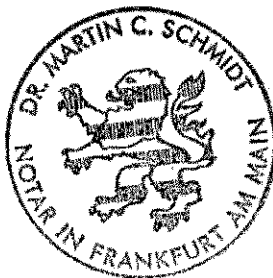
(Jan Schütz)

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary



Power of Attorney and

Sub-Power of Attorney

I, Mr. Manfred Wendt, born on [REDACTED] residing in [REDACTED] in [REDACTED], hereby grant

as a person authorised by

- power of attorney dated 12.04.2021 for **A1 mobil Beteiligungs-GmbH** with registered office in Papenburg, registered in the Commercial Register of the Local Court of Wiesbaden with the number HRB 22913,
- power of attorney dated 12.04.2021 for **Hansalinie (A1 mobil Holdings) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06233482,
- power of attorney dated 12.04.2021 for **Hansalinie (LP) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration

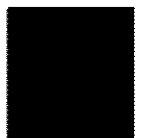
Vollmacht und

Untervollmacht

Hiermit erteile ich, Herr Manfred Wendt, geboren am [REDACTED] wohnhaft [REDACTED] in [REDACTED],

als bevollmächtigte Person bzw. als gesetzlicher Vertreter aufgrund

- Vollmacht vom 12.04.2021 für die **A1 mobil Beteiligungs-GmbH** mit Sitz in Papenburg, eingetragen im Handelsregister des Amtsgerichts Wiesbaden mit der Nummer HRB 22913,
- Vollmacht vom 12.04.2021 für die **Hansalinie (A1 mobil Holdings) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies House unter der Nummer 06233482 registriert ist,
- Vollmacht vom 12.04.2021 für die **Hansalinie (LP) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies



number 06559102,

House unter der Nummer 06559102 registriert ist,

- power of attorney dated 12.04.2021 for **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** with registered office in Oldenburg, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 213450 and
 - my appointment as managing director with sole power of representation for **Hansalinie PPP Investment GmbH** with registered office in Großenkneten, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 217231,
- Vollmacht vom 12.04.2021 für die **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** mit Sitz in Oldenburg, eingetragen im Handelsregister des Amtsgerichts Oldenburg unter HRB 213450 sowie
 - meiner Organstellung als einzelvertretungsberechtigter Geschäftsführer für die **Hansalinie PPP Investment GmbH** mit Sitz in Großenkneten, eingetragen im Handelsregister des Amtsgerichts Oldenburg mit der Nummer HRB 217231,

Mrs. Andrea Heuser, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln,

Frau Andrea Heuser, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln,

Mrs. Doris Deucker, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln and

Frau Doris Deucker, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln sowie

Mrs. Carina Schnepf, born [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln

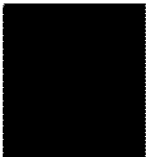
Frau Carina Schnepf, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln

Power of Attorney resp. Sub-Power of attorney.

Vollmacht bzw. Untervollmacht.

The power of attorney or sub-power of attorney authorises the authorised persons individually

Die Vollmacht bzw. Untervollmacht befugt die Bevollmächtigten jeweils einzeln dazu, die



to represent the represented parties in connection with the signing of contracts related to the corporate, financial and operational restructuring of A1 mobil GmbH & Co. KG. The authorised persons are authorised in particular, but not exclusively, to sign the addenda to the following contracts:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

The power of attorney or sub-power of attorney also authorises to make applications to the commercial register of A1 mobil GmbH & Co. KG of any content.

The authorised persons are exempt from the restrictions of Section 181 of the German Civil Code (BGB) and are authorized to grant sub-power of attorney.

This power of attorney is subject to German law.

In case of any inconsistencies between the English and the German version of this power of attorney, the German version shall prevail.

Vertretenen im Rahmen der Unterzeichnung von Verträgen, die im Zusammenhang mit der gesellschaftsrechtlichen, finanziellen und operativen Umstrukturierung der A1 mobil GmbH & Co. KG stehen, zu vertreten. Die Bevollmächtigten sind insbesondere, aber nicht ausschließlich zur Unterzeichnung der Nachträge zu den folgenden Verträgen berechtigt:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

Die Vollmacht bzw. Untervollmacht berechtigt auch zur Vornahme von Anmeldungen zum Handelsregister der A1 mobil GmbH & Co. KG jedweden Inhalts.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Untervollmacht zu erteilen.

Diese Vollmacht unterliegt deutschem Recht.

Bei Unstimmigkeiten zwischen der englischen und der deutschen Fassung dieser Vollmacht hat die deutsche Fassung Vorrang.

Papenburg, 8.12.2021

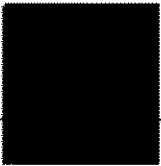
Ort, Datum

Unterschrift

Power of Attorney	Vollmacht
The undersigned Hansalinie (LP) Ltd. , registered in Companies House, number 06559102 represented by Mr. Dieter Stagnet hereby grants	Die Hansalinie (LP) Ltd. , eingetragen in Companies House, Nr. 06559102, vertreten durch Herrn Dieter Stagnet, erteilt hiermit
Mr. Manfred Wendt , born [REDACTED] with address [REDACTED] in [REDACTED]	Herrn Manfred Wendt , geboren am [REDACTED] wohnhaft [REDACTED] in [REDACTED]
power of attorney for all matters of the principal concerning its participation in A1 mobil GmbH & Co. KG, including all its contractual relationships with them.	Vollmacht in allen Angelegenheiten der Vollmachtgeberin betreffend ihre Beteiligung an der A1 mobil GmbH & Co. KG einschließlich ihrer sämtlichen vertraglichen Beziehungen zu diesen.
The authorised representative is in particular entitled, but not limited, to perform the following acts: - to initiate and promote all necessary steps regarding the corporate, financial and operative restructuring as well as all measures related to the concession agreement with the Niedersächsischen Landesbehörde für Straßenbau und Verkehr („the Restructuring“); - to negotiate and to enter into all necessary and appropriate agreements related to the restructuring and to take all steps to legally enforce them;	Der Bevollmächtigte ist insbesondere, aber nicht ausschließlich, zu folgenden Handlungen berechtigt: - alle notwendigen Schritte in Bezug auf die gesellschaftsrechtliche, finanzielle und operative Umstrukturierung der A1 mobil GmbH & Co. KG sowie alle Maßnahmen in Bezug auf den Konzessionsvertrag mit der Niedersächsischen Landesbehörde für Straßenbau und Verkehr („die Restrukturierung“) einzuleiten und zu fördern; - sämtliche erforderlichen und geeigneten Verträge im Zusammenhang mit der Restrukturierung zu verhandeln und abzuschließen und alle zu ihrer rechtlichen

<ul style="list-style-type: none"> - to adopt all shareholder resolutions regarding the participation in A1 mobil GmbH & Co. KG; - to represent the company in shareholders' meetings of A1 mobil GmbH & Co. KG. 	<p>Durchsetzung erforderlichen Schritte zu unternehmen;</p> <ul style="list-style-type: none"> - sämtliche Gesellschafterbeschlüsse bezüglich der Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin zu fassen; - die Gesellschaft in Gesellschafterversammlungen der A1 mobil GmbH & Co. KG zu vertreten.
The authorised representative is comprehensively entitled to represent the principal in the above-mentioned judicial and extrajudicial matters.	Der Bevollmächtigte ist umfassend berechtigt, die Vertretene in den oben genannten Angelegenheiten gerichtlich und außergerichtlich zu vertreten.
The authorised representative is exempt from the restrictions of Section 181 of the German Civil Code (BGB) and is authorized to grant sub-power of attorney.	Der Bevollmächtigte ist von den Beschränkungen des § 181 BGB befreit und berechtigt Untervollmacht zu erteilen.

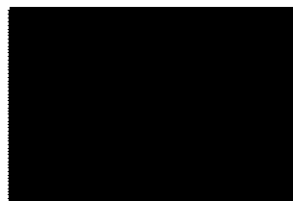
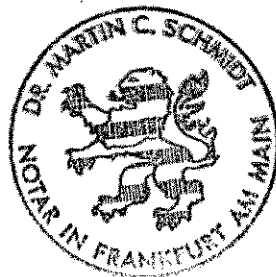
East Suisse, den 12.04.2021



 (Dieter Stagnet)

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

**Power of Attorney and
Sub-Power of Attorney**

I, Mr. Manfred Wendt, born on [REDACTED] residing in [REDACTED] in [REDACTED] hereby grant

as a person authorised by

- power of attorney dated 12.04.2021 for **A1 mobil Beteiligungs-GmbH** with registered office in Papenburg, registered in the Commercial Register of the Local Court of Wiesbaden with the number HRB 22913,
- power of attorney dated 12.04.2021 for **Hansalinie (A1 mobil Holdings) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06233482,
- power of attorney dated 12.04.2021 for **Hansalinie (LP) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration

**Vollmacht und
Untervollmacht**

Hiermit erteile ich, Herr Manfred Wendt, geboren am [REDACTED], wohnhaft [REDACTED] in [REDACTED]

als bevollmächtigte Person bzw. als gesetzlicher Vertreter aufgrund

- Vollmacht vom 12.04.2021 für die **A1 mobil Beteiligungs-GmbH** mit Sitz in Papenburg, eingetragen im Handelsregister des Amtsgerichts Wiesbaden mit der Nummer HRB 22913,
- Vollmacht vom 12.04.2021 für die **Hansalinie (A1 mobil Holdings) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies House unter der Nummer 06233482 registriert ist,
- Vollmacht vom 12.04.2021 für die **Hansalinie (LP) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies

number 06559102,

House unter der Nummer 06559102 registriert ist,

- power of attorney dated 12.04.2021 for **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** with registered office in Oldenburg, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 213450 and
 - my appointment as managing director with sole power of representation for **Hansalinie PPP Investment GmbH** with registered office in Großenkneten, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 217231,
- Vollmacht vom 12.04.2021 für die **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** mit Sitz in Oldenburg, eingetragen im Handelsregister des Amtsgerichts Oldenburg unter HRB 213450 sowie
 - meiner Organstellung als einzelvertretungsberechtigter Geschäftsführer für die **Hansalinie PPP Investment GmbH** mit Sitz in Großenkneten, eingetragen im Handelsregister des Amtsgerichts Oldenburg mit der Nummer HRB 217231,

Mrs. Andrea Heuser, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln,

Frau Andrea Heuser, geboren am [REDACTED], geschäftsansässig Bismarckstraße 11-13, 50672 Köln,

Mrs. Doris Deucker, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln and

Frau Doris Deucker, geboren am [REDACTED], geschäftsansässig Bismarckstraße 11-13, 50672 Köln sowie

Mrs. Carina Schnepf, born [REDACTED], with business address at Bismarckstraße 11-13 in 50672 Köln

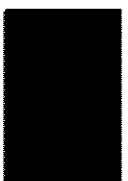
Frau Carina Schnepf, geboren am [REDACTED], geschäftsansässig Bismarckstraße 11-13, 50672 Köln

Power of Attorney resp. Sub-Power of attorney.

Vollmacht bzw. Untervollmacht.

The power of attorney or sub-power of attorney authorises the authorised persons individually

Die Vollmacht bzw. Untervollmacht befugt die Bevollmächtigten jeweils einzeln dazu, die



to represent the represented parties in connection with the signing of contracts related to the corporate, financial and operational restructuring of A1 mobil GmbH & Co. KG. The authorised persons are authorised in particular, but not exclusively, to sign the addenda to the following contracts:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

The power of attorney or sub-power of attorney also authorises to make applications to the commercial register of A1 mobil GmbH & Co. KG of any content.

The authorised persons are exempt from the restrictions of Section 181 of the German Civil Code (BGB) and are authorized to grant sub-power of attorney.

This power of attorney is subject to German law.

In case of any inconsistencies between the English and the German version of this power of attorney, the German version shall prevail.

Vertretenen im Rahmen der Unterzeichnung von Verträgen, die im Zusammenhang mit der gesellschaftsrechtlichen, finanziellen und operativen Umstrukturierung der A1 mobil GmbH & Co. KG stehen, zu vertreten. Die Bevollmächtigten sind insbesondere, aber nicht ausschließlich zur Unterzeichnung der Nachträge zu den folgenden Verträgen berechtigt:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

Die Vollmacht bzw. Untervollmacht berechtigt auch zur Vornahme von Anmeldungen zum Handelsregister der A1 mobil GmbH & Co. KG jedweden Inhalts.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Untervollmacht zu erteilen.

Diese Vollmacht unterliegt deutschem Recht.

Bei Unstimmigkeiten zwischen der englischen und der deutschen Fassung dieser Vollmacht hat die deutsche Fassung Vorrang.

Papenburg, 8.12.2021


Ort, Datum

Unterschrift

Power of Attorney	Vollmacht
The undersigned Hansalinie (A1 mobil Holdings) Ltd. , registered in Companies House, number 06233482, represented by Mr. Dieter Stagnet, hereby grants	Die Hansalinie (A1 mobil Holdings) Ltd. , eingetragen in Companies House, Nr. 06233482, vertreten durch Herrn Dieter Stagnet, erteilt hiermit
Mr. Manfred Wendt , born [REDACTED] with address [REDACTED] in [REDACTED]	Herrn Manfred Wendt , geboren am [REDACTED] wohnhaft [REDACTED] in [REDACTED]
power of attorney for all matters of the principal concerning its participation in A1 mobil GmbH & Co. KG, and its general partner, including all its contractual relationships with them.	Vollmacht in allen Angelegenheiten der Vollmachtgeberin betreffend ihre Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin einschließlich ihrer sämtlichen vertraglichen Beziehungen zu diesen.
The authorised representative is in particular entitled, but not limited, to perform the following acts: - to initiate and promote all necessary steps regarding the corporate, financial and operative restructuring as well as all measures related to the concession agreement with the Niedersächsischen Landesbehörde für Straßenbau und Verkehr („the Restructuring“); - to negotiate and to enter into all necessary and appropriate agreements related to the restructuring and to take all steps to legally enforce them;	Der Bevollmächtigte ist insbesondere, aber nicht ausschließlich, zu folgenden Handlungen berechtigt: - alle notwendigen Schritte in Bezug auf die gesellschaftsrechtliche, finanzielle und operative Umstrukturierung der A1 mobil GmbH & Co. KG sowie alle Maßnahmen in Bezug auf den Konzessionsvertrag mit der Niedersächsischen Landesbehörde für Straßenbau und Verkehr („die Restrukturierung“) einzuleiten und zu fördern; - sämtliche erforderlichen und geeigneten Verträge im Zusammenhang mit der Restrukturierung zu verhandeln und abzuschließen und alle zu ihrer rechtlichen

<ul style="list-style-type: none"> - to adopt all shareholder resolutions regarding the participation in A1 mobil GmbH & Co. KG and its general partner; - to represent the company in shareholders' meetings of A1 mobil Verwaltungs GmbH; - to represent the principal in shareholders' meetings of Hansalinie (LP) Ltd. and to adopt shareholders resolutions including the appointment of Directors. 	<p>Durchsetzung erforderlichen Schritte zu unternehmen;</p> <ul style="list-style-type: none"> - sämtliche Gesellschafterbeschlüsse bezüglich der Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin zu fassen; - die Gesellschaft in Gesellschafterversammlungen der A1 mobil Verwaltungs GmbH zu vertreten; - die Vollmachtgeberin in Gesellschafterversammlungen (shareholders' meetings) der Hansalinie (LP) Ltd. zu vertreten, auch zur Bestellung von Directors.
<p>The authorised representative is comprehensively entitled to represent the principal in the above-mentioned judicial and extrajudicial matters.</p>	<p>Der Bevollmächtigte ist umfassend berechtigt, die Vertretene in den oben genannten Angelegenheiten gerichtlich und außergerichtlich zu vertreten.</p>
<p>The authorised representative is exempt from the restrictions of Section 181 of the German Civil Code (BGB) and is authorized to grant sub-power of attorney.</p>	<p>Der Bevollmächtigte ist von den Beschränkungen des § 181 BGB befreit und berechtigt Untervollmacht zu erteilen.</p>

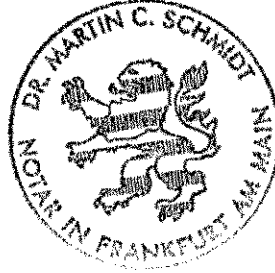
East Sinner, den 12.04.2021



(Dieter Stagnet)

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

**Power of Attorney and
Sub-Power of Attorney**

I, Mr. Manfred Wendt, born on [REDACTED], residing in [REDACTED] in [REDACTED], hereby grant

as a person authorised by

- power of attorney dated 12.04.2021 for **A1 mobil Beteiligungs-GmbH** with registered office in Papenburg, registered in the Commercial Register of the Local Court of Wiesbaden with the number HRB 22913,
- power of attorney dated 12.04.2021 for **Hansalinie (A1 mobil Holdings) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration number 06233482,
- power of attorney dated 12.04.2021 for **Hansalinie (LP) Limited**, a limited liability company organised under the laws of England and Wales, having its registered address at Mercator House New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX and being registered in the Companies House under registration

**Vollmacht und
Untervollmacht**

Hiermit erteile ich, Herr Manfred Wendt, geboren am [REDACTED], wohnhaft [REDACTED] in [REDACTED],

als bevollmächtigte Person bzw. als gesetzlicher Vertreter aufgrund

- Vollmacht vom 12.04.2021 für die **A1 mobil Beteiligungs-GmbH** mit Sitz in Papenburg, eingetragen im Handelsregister des Amtsgerichts Wiesbaden mit der Nummer HRB 22913,
- Vollmacht vom 12.04.2021 für die **Hansalinie (A1 mobil Holdings) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies House unter der Nummer 06233482 registriert ist,
- Vollmacht vom 12.04.2021 für die **Hansalinie (LP) Limited**, eine Gesellschaft mit beschränkter Haftung nach englischem und walisischem Recht mit der Geschäftsadresse Mercator House, New Road Evx, Herstmonceux, East Sussex, England, BN27 1PX, die beim Companies

number 06559102,

House unter der Nummer 06559102 registriert ist,

- power of attorney dated 12.04.2021 for **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** with registered office in Oldenburg, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 213450 and
 - my appointment as managing director with sole power of representation for **Hansalinie PPP Investment GmbH** with registered office in Großenkneten, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 217231,
- Vollmacht vom 12.04.2021 für die **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** mit Sitz in Oldenburg, eingetragen im Handelsregister des Amtsgerichts Oldenburg unter HRB 213450 sowie
 - meiner Organstellung als einzelvertretungsberechtigter Geschäftsführer für die **Hansalinie PPP Investment GmbH** mit Sitz in Großenkneten, eingetragen im Handelsregister des Amtsgerichts Oldenburg mit der Nummer HRB 217231,

Mrs. Andrea Heuser, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln,

Frau Andrea Heuser, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln,

Mrs. Doris Deucker, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln and

Frau Doris Deucker, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln sowie

Mrs. Carina Schiepp, born [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln

Frau Carina Schnepf, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln

Power of Attorney resp. Sub-Power of attorney.

Vollmacht bzw. Untervollmacht.

The power of attorney or sub-power of attorney authorises the authorised persons individually

Die Vollmacht bzw. Untervollmacht befugt die Bevollmächtigten jeweils einzeln dazu, die



to represent the represented parties in connection with the signing of contracts related to the corporate, financial and operational restructuring of A1 mobil GmbH & Co. KG. The authorised persons are authorised in particular, but not exclusively, to sign the addenda to the following contracts:

- Share Transfer Agreement
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- Supplemental Interest Pledge Agreement

The power of attorney or sub-power of attorney also authorises to make applications to the commercial register of A1 mobil GmbH & Co. KG of any content.

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This power of attorney is subject to German law.

In case of any inconsistencies between the English and the German version of this power of attorney, the German version shall prevail.

Vertretenen im Rahmen der Unterzeichnung von Verträgen, die im Zusammenhang mit der gesellschaftsrechtlichen, finanziellen und operativen Umstrukturierung der A1 mobil GmbH & Co. KG stehen, zu vertreten. Die Bevollmächtigten sind insbesondere, aber nicht ausschließlich zur Unterzeichnung der Nachträge zu den folgenden Verträgen berechtigt:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

Die Vollmacht bzw. Untervollmacht berechtigt auch zur Vornahme von Anmeldungen zum Handelsregister der A1 mobil GmbH & Co. KG jedweden Inhalts.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Untervollmacht zu erteilen.

Diese Vollmacht unterliegt deutschem Recht.

Bei Unstimmigkeiten zwischen der englischen und der deutschen Fassung dieser Vollmacht hat die deutsche Fassung Vorrang.

Papenberg, 8.12.2021

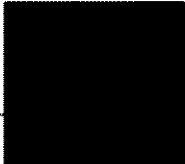
Ort, Datum

Unterschrift

Power of Attorney	Vollmacht
The undersigned Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH , with registered offices in Großenkneten, registered with the commercial register of the local court of Oldenburg under HRA 213450, represented by Mr. Dieter Stagnet hereby grants	Die Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH mit Sitz in Großenkneten, eingetragen im Handelsregister Oldenburg unter HRA 213450, vertreten durch Herrn Dieter Stagnet, erteilt hiermit
Mr. Manfred Wendt , born [REDACTED] with address [REDACTED] in [REDACTED],	Herrn Manfred Wendt , geboren am [REDACTED] wohnhaft [REDACTED] in [REDACTED]
power of attorney for all matters of the principal concerning its indirect shareholding in A1 mobil GmbH & Co. KG and its general partner, including all its contractual relationships with them.	Vollmacht in allen Angelegenheiten der Vollmachtgeberin betreffend ihrer mittelbaren Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin einschließlich ihrer sämtlichen vertraglichen Beziehungen zu diesen.
The authorised representative is in particular entitled, but not limited, to perform the following acts: - to initiate and promote all necessary steps regarding the corporate, financial and operative restructuring as well as all measures related to the concession agreement with the Niedersächsischen Landesbehörde für Straßenbau und Verkehr („the Restructuring“); - to negotiate and to enter into all necessary and appropriate agreements related to the	Der Bevollmächtigte ist insbesondere, aber nicht ausschließlich, zu folgenden Handlungen berechtigt: - alle notwendigen Schritte in Bezug auf die gesellschaftsrechtliche, finanzielle und operative Umstrukturierung der A1 mobil GmbH & Co. KG sowie alle Maßnahmen in Bezug auf den Konzessionsvertrag mit der Niedersächsischen Landesbehörde für Straßenbau und Verkehr („die Restrukturierung“) einzuleiten und zu fördern; - sämtliche erforderlichen und geeigneten Verträge im Zusammenhang mit der Rest-

<p>restructuring and to take all steps to legally enforce them;</p> <ul style="list-style-type: none"> - to adopt all shareholder resolutions regarding the indirect participation in A1 mobil GmbH & Co. KG and its general partner; - to represent the principal in shareholders' meetings of Hansalinie (A1 mobil Holdings) Ltd. and to adopt shareholders resolutions including the appointment of Directors. 	<p>strukturierung zu verhandeln und abzuschließen und alle zu ihrer rechtlichen Durchsetzung erforderlichen Schritte zu unternehmen;</p> <ul style="list-style-type: none"> - sämtliche Gesellschafterbeschlüsse bezüglich der mittelbaren Beteiligung an der A1 mobil GmbH & Co. KG und deren Komplementärin zu fassen; - die Vollmachtgeberin in Gesellschafterversammlungen (shareholders' meetings) der Hansalinie (A1 mobil Holdings) Ltd. zu vertreten, auch zur Bestellung von Directors.
<p>The authorised representative is comprehensively entitled to represent the principal in the above-mentioned matters, judicially and extra-judicially.</p>	<p>Der Bevollmächtigte ist umfassend berechtigt, die Vertretene in den oben genannten Angelegenheiten gerichtlich und außergerichtlich zu vertreten.</p>
<p>The authorised representative is exempt from the restrictions of Section 181 of the German Civil Code (BGB) and is authorized to grant sub-power of attorney.</p>	<p>Der Bevollmächtigte ist von den Beschränkungen des § 181 BGB befreit und berechtigt Untervollmacht zu erteilen.</p>

Großenkneten, den 12.04.2021



(Dieter Stagnet)

**Power of Attorney and
Sub-Power of Attorney**

**Vollmacht und
Untervollmacht**

I, Mr. Manfred Wendt, born on [REDACTED] re-
siding in [REDACTED] in [REDACTED]
hereby grant

Hiermit erteile ich, Herr Manfred Wendt, gebo-
ren am [REDACTED] wohnhaft [REDACTED]
in [REDACTED]

as a person authorised by

als bevollmächtigte Person bzw. als gesetzli-
cher Vertreter aufgrund

- power of attorney dated 12.04.2021 for
A1 mobil Beteiligungs-GmbH with reg-
istered office in Papenburg, registered in
the Commercial Register of the Local
Court of Wiesbaden with the number HRB
22913,
- power of attorney dated 12.04.2021 for
**Hansalinie (A1 mobil Holdings) Lim-
ited**, a limited liability company organised
under the laws of England and Wales,
having its registered address at Mercator
House, New Road Evx, Herstmonceux,
East Sussex, England, BN27 1PX and be-
ing registered in the Companies House
under registration number 06233482,
- power of attorney dated 12.04.2021 for
Hansalinie (LP) Limited, a limited liability
company organised under the laws of
England and Wales, having its registered
address at Mercator House New Road
Evx, Herstmonceux, East Sussex, Eng-
land, BN27 1PX and being registered in
the Companies House under registration

- Vollmacht vom 12.04.2021 für die **A1 mo-
bil Beteiligungs-GmbH** mit Sitz in Pa-
penburg, eingetragen im Handelsregister
des Amtsgerichts Wiesbaden mit der
Nummer HRB 22913,
- Vollmacht vom 12.04.2021 für die **Hansa-
linie (A1 mobil Holdings) Limited**, eine
Gesellschaft mit beschränkter Haftung
nach englischem und walisischem Recht
mit der Geschäftsadresse Mercator
House, New Road Evx, Herstmonceux,
East Sussex, England, BN27 1PX, die
beim Companies House unter der Num-
mer 06233482 registriert ist,
- Vollmacht vom 12.04.2021 für die **Hansa-
linie (LP) Limited**, eine Gesellschaft mit
beschränkter Haftung nach englischem
und walisischem Recht mit der Ge-
schäftsadresse Mercator House, New
Road Evx, Herstmonceux, East Sussex,
England, BN27 1PX, die beim Companies

number 06559102,

House unter der Nummer 06559102 registriert ist,

- power of attorney dated 12.04.2021 for **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** with registered office in Oldenburg, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 213450 and
 - my appointment as managing director with sole power of representation for **Hansalinie PPP Investment GmbH** with registered office in Großenkneten, registered in the Commercial Register of the Local Court of Oldenburg with the number HRB 217231,
- Vollmacht vom 12.04.2021 für die **Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH** mit Sitz in Oldenburg, eingetragen im Handelsregister des Amtsgerichts Oldenburg unter HRB 213450 sowie
 - meiner Organstellung als einzelvertretungsberechtigter Geschäftsführer für die **Hansalinie PPP Investment GmbH** mit Sitz in Großenkneten, eingetragen im Handelsregister des Amtsgerichts Oldenburg mit der Nummer HRB 217231,

Mrs. Andrea Heuser, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln,

Frau Andrea Heuser, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln,

Mrs. Doris Deucker, born on [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln and

Frau Doris Deucker, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln sowie

Mrs. Carina Schnepf, born [REDACTED] with business address at Bismarckstraße 11-13 in 50672 Köln

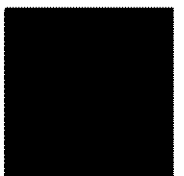
Frau Carina Schnepf, geboren am [REDACTED] geschäftsansässig Bismarckstraße 11-13, 50672 Köln

Power of Attorney resp. Sub-Power of attorney.

Vollmacht bzw. Untervollmacht.

The power of attorney or sub-power of attorney authorises the authorised persons individually

Die Vollmacht bzw. Untervollmacht befugt die Bevollmächtigten jeweils einzeln dazu, die



to represent the represented parties in connection with the signing of contracts related to the corporate, financial and operational restructuring of A1 mobil GmbH & Co. KG. The authorised persons are authorised in particular, but not exclusively, to sign the addenda to the following contracts:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

The power of attorney or sub-power of attorney also authorises to make applications to the commercial register of A1 mobil GmbH & Co. KG of any content.

The authorised persons are exempt from the restrictions of Section 181 of the German Civil Code (BGB) and are authorized to grant sub-power of attorney.

This power of attorney is subject to German law.

In case of any inconsistencies between the English and the German version of this power of attorney, the German version shall prevail.

Vertretenen im Rahmen der Unterzeichnung von Verträgen, die im Zusammenhang mit der gesellschaftsrechtlichen, finanziellen und operativen Umstrukturierung der A1 mobil GmbH & Co. KG stehen, zu vertreten. Die Bevollmächtigten sind insbesondere, aber nicht ausschließlich zur Unterzeichnung der Nachträge zu den folgenden Verträgen berechtigt:

- Share Transfer Agreement
- Supplemental Share Pledge Agreement
- Supplemental Interest Pledge Agreement

Die Vollmacht bzw. Untervollmacht berechtigt auch zur Vornahme von Anmeldungen zum Handelsregister der A1 mobil GmbH & Co. KG jedweden Inhalts.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Untervollmacht zu erteilen.

Diese Vollmacht unterliegt deutschem Recht.

Bei Unstimmigkeiten zwischen der englischen und der deutschen Fassung dieser Vollmacht hat die deutsche Fassung Vorrang.

Papenburg, 8.12.2021

Ort, Datum

Unterschrift

ALLEN & OVERY

Vollmacht

Power of Attorney

Die unterzeichnete

The undersigned company, known as

Autobahn Holding

eine Gesellschaft mit beschränkter Haftung (*société à responsabilité limitée*), gegründet nach dem Recht des Großherzogtums Luxemburg, eingetragen im Luxemburger Handels- und Gesellschaftsregister (*Registre de Commerce et des Sociétés, Luxembourg*) unter der Registernummer B257119, mit der Geschäftsanschrift 17 Boulevard Raiffeisen, L-2411 Luxemburg, Großherzogtum Luxemburg (die **Vollmachtgeberin**)

a private limited liability company (*société à responsabilité limitée*) established under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under B257119, with registered address at 17 Boulevard Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg (the **Principal**)

bevollmächtigt hiermit

hereby authorises

Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Birthe Blüthgen, Stipe Bojanic, Stefan Kuhl, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Sascha Franke, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzl, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig, Adrian Lingens, Wencke Rusbüldt and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany; (die **Bevollmächtigten / the Representatives**)

die Vollmachtgeberin jeweils einzeln und unter Ausschluss der persönlichen Haftung bei Verträgen, die im Zusammenhang mit der gesellschaftsrechtlichen, finanziellen und operativen Umstrukturierung der A1 mobil GmbH & Co. KG stehen, zu vertreten. Die Bevollmächtigten sind insbesondere, aber nicht abschließend zur Unterzeichnung der Nachträge zu den folgenden Verträgen berechtigt:

the Representatives to individually and under the exclusion of any personal liability represent the Principal in connection with the signing of contracts related to the corporate, financial and operational restructuring of A1 mobil GmbH & Co. KG. The authorised persons are authorised in particular, but not exclusively, to sign the addenda to the following contracts:

1. Ergänzungsvereinbarung zum Anteilskauf-, Abtretungs- und Erlassvertrag zwischen

1. Supplemental Agreement to Share Purchase, Transfer and Waiver Agreement between

(i) Hansalinie PPP Investment GmbH,

(ii) Hansalinie (A1 mobil Holdings) Ltd.,

(iii) A1 mobil Beteiligungs-GmbH,

(iv) Hansalinie (LP) Ltd.,

(v) Hansalinie-A1-Vermögensverwaltungs- und Beteiligungs-GmbH,

(vi) A1 mobil GmbH & Co. KG und/and

(vii) der Vollmachtgeberin / the Principal;

2. Ergänzungsvereinbarung zum Supplemental Share Pledge Agreement; und

2. Supplemental Agreement to Supplemental Share Pledge Agreement; and

3. Ergänzungsvereinbarung zum Supplemental Interest Pledge Agreement.

3. Supplemental Agreement to Supplemental Interest Pledge Agreement.

Jeder Bevollmächtigte ist ferner berechtigt,

Each Representative is further authorised

(i) alle Handlungen vorzunehmen und Erklärungen abzugeben oder entgegenzunehmen, die nach seinem Ermessen für die obigen Zwecke erforderlich oder zweckmäßig sind; er ist insbesondere berechtigt, die von dieser Vollmacht umfassten Verträge, Rechtsgeschäfte und Erklärungen frei zu verhandeln, zu ändern, deren Umfang zu reduzieren bzw. zu erweitern und weitere Rechte und Pflichten für die Vollmachtgeberin einzugehen; und

(i) to perform all actions and make and receive all declarations which in his own discretion are necessary or conducive for the above purposes; in particular, each Representative is entitled to freely negotiate all agreements, legal act and declarations covered by this power of attorney, to reduce or expand the scope of such agreements and declarations and to assume further rights and obligations on behalf of the Principal; and

(ii) gegenüber Notaren, Behörden, Gerichten und anderen Dritten jegliche Erklärungen abzugeben und entgegenzunehmen, die zur Durchführung der vorstehend eingeräumten Rechte nach seiner Ansicht notwendig oder nützlich sind; er ist insbesondere berechtigt, auf Form- und Fristbestimmungen sowie Anfechtungsrechte zu verzichten und sog. Durchführungs- und Heilungsvollmachten zu erteilen.

(ii) to deliver and to accept all declarations towards notaries, authorities, courts and third parties necessary and appropriate at his discretion to exercise the above-mentioned authorities; in particular, each Representative is entitled to waive any form and time requirements as well as rights of avoidance and to grant so-called remediating powers of attorney to execute the documents concerned and to remedy defects which may exist.

Im Zweifel ist diese Vollmacht im Rahmen des rechtlich Zulässigen weit auszulegen.

In case of doubt, this power of attorney is to be interpreted as broad as legally permissible.

Jeder Bevollmächtigte ist von den Beschränkungen des § 181 BGB und vergleichbaren Bestimmungen anderer Rechtsordnungen über das Verbot oder die Beschränkung der In-sich- und Mehrfachvertretung befreit.

Each Representative is released from the restrictions of § 181 of the German Civil Code and comparable provisions in other jurisdictions prohibiting or limiting self-dealing and multiple representation.

Jeder Bevollmächtigte ist berechtigt, in gleichem Umfang Untervollmachten zu erteilen und Unterbevollmächtigte von den Beschränkungen des § 181 BGB sowie den vergleichbaren Regelungen anderer Rechtsordnungen zu befreien.

Im Rahmen des rechtlich Zulässigen, übernimmt kein Bevollmächtigter gegenüber der Vollmachtgeberin oder Dritten irgendeine persönliche Haftung unter dieser Vollmacht oder im Zusammenhang mit der Ausübung von Rechten unter dieser Vollmacht. Die Vollmachtgeberin verpflichtet sich, (i) keinen Bevollmächtigten aus oder im Zusammenhang mit dieser Vollmacht oder den darunter vorgenommenen Handlungen in Anspruch zu nehmen, sowie (ii) jeden Bevollmächtigten von jeglichen Ansprüchen, Schäden, Verlusten, Kosten, Aufwendungen und sonstigen Haftungen freizustellen, die er in Zusammenhang mit dieser Vollmacht oder der Ausübung der darunter verliehenen Rechte erleidet. Die in diesem Absatz enthaltenen Regelungen gelten nicht bei vorsätzlichen Pflichtverletzungen des Bevollmächtigten.

Die Vollmachtgeberin wird auf Verlangen eines Bevollmächtigten jegliche Rechtsgeschäfte und Maßnahmen, die ein Bevollmächtigter im Namen der Vollmachtgeberin bei der Wahrnehmung der ihm mit dieser Vollmacht verliehenen Rechte vornimmt, genehmigen.

Diese Vollmacht erlischt am 31. Dezember 2021, 24:00 Uhr MEZ.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Die englische Fassung ist eine Übersetzung ausschließlich zu Informationszwecken.

Die Vollmacht und ihre Auslegung unterliegen deutschem Recht mit Ausnahme der Regelungen der Kollisionsgesetze. Gerichtsstand ist Frankfurt am Main.

Each Representative is authorised to grant subpowers of attorney with the same scope and to release the sub-representatives from the restrictions of § 181 of the German Civil Code and comparable provisions in other jurisdictions.

To the extent legally permissible, no Representative assumes any personal liability whatsoever towards the Principal or any third party under this power of attorney or in connection with the exercise of any rights under this power of attorney. The Principal commits (i) not to make any demand or to bring any claim against a Representative under or in connection with this power of attorney or the actions taken hereunder, and (ii) to indemnify each Representative against any claims, damages, losses, costs, expenses and other liabilities a Representative incurs or suffers in connection with this power or representation or the exercise of the rights granted to him hereunder. The provisions of this paragraph do not apply in case of intentional misconduct by the Representative.

Upon the request of a Representative, the Principal shall approve all legal acts and measures that have been taken by a Representative on behalf of the Principal in the course of exercising the rights awarded to him under this power of attorney.

This power of attorney expires on 31 December 2021, at 24:00 hours CET.

The German version of this power of attorney prevails over the English wording. The English version is a convenience translation for information purposes.

This power of attorney and its interpretation are governed by and construed in accordance with German law except for its conflict of law provisions. Venue is Frankfurt am Main, Germany.

ALLEN & OVERY

Luxembourg, 08/12/2021
(Ort/Place, Datum/Date)

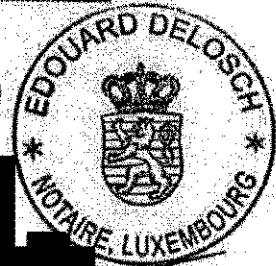
Autobahn Holding [REDACTED]

By: Johannes Laurens de Zwart
Function: Class A Manager
[REDACTED]

[REDACTED]
By: Joost Anton Mees
Function: Class B Manager

The undersigned Edouard DELOSCH
civil law notary residing in Luxembourg
(Grand-Duchy of Luxembourg)
hereby certifies the authenticity of the
signature(s) of Joost Anton Mees
and Johannes Laurens de Zwart
apposed hereabove.

Luxembourg, 8 December 2021



NOTARIELLE BEGLAUBIGUNG

NOTARIAL CONFIRMATION

Hiermit beglaubige ich,

I,

Edouard Delosch

Name des Notars/Name of Notary Public

(i) die Echtheit der vorstehenden Namensunterschriften von Johannes Laurens de Zwart und von Joost Anton Mees und bestätige nach Einsicht in die erforderlichen Dokumente, dass (ii) Autobahn Holding (die **Vollmachtgeberin**) eine nach dem Recht des Großherzogtums Luxemburg gegründete und, im Luxemburger Handels- und Gesellschaftsregister (*Registre de Commerce et des Sociétés, Luxembourg*) unter der Nummer B257119 eingetragene Gesellschaft ist, dass (iii) Johannes Laurens de Zwart und Joost Anton Mees jeweils Geschäftsführer der Vollmachtgeberin sind und diese gemeinsam vertreten können und dass daher (iv) die vorstehende, von Johannes Laurens de Zwart und Joost Anton Mees unterzeichnete Vollmacht die Vollmachtgeberin bindet.

hereby certify and confirm (i) the authenticity of the foregoing signatures to be the signatures of Johannes Laurens de Zwart and Joost Anton Mees and confirm after inspecting the necessary corporate documents that (ii) Autobahn Holding (the **Principal**) is a company duly established and in existence under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under B257119, that (iii) each of Johannes Laurens de Zwart and Joost Anton Mees is a manager of the Company and that Johannes Laurens de Zwart and Joost Anton Mees are authorised to jointly represent the Principal and that, therefore, (iv) the foregoing power of attorney signed by Johannes Laurens de Zwart and Joost Anton Mees is binding upon the Principal.



Luxembourg 8 December 2021
Ort, Datum / Place, Date

Unterschrift des Notars / Signature of Notary Public

Execution Version

Gleiss Lutz

Die deutsche Fassung ist verbindlich. Die englische Übersetzung dient ausschließlich der Information.

The German version shall be binding. The English translation is for information purposes only.

Vollmacht

Power of Attorney

der

of

A1 mobil Verwaltungs-GmbH

A1 mobil Verwaltungs-GmbH

Vollmacht

Power of Attorney

Die unterzeichnende Gesellschaft

The undersigned company

A1 mobil Verwaltungs-GmbH,

eine Gesellschaft mit beschränkter Haftung (*GmbH*) nach deutschem Recht, mit Sitz in Sittensen, eingetragen im Handelsregister des Amtsgerichts Tostedt unter HRB 202409, mit eingetragener Geschäftsanschrift in Stader Str. 36, 27419 Sittensen,

a German limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, with registered seat in Sittensen, registered in the commercial register of the local court of Tostedt under HRB 202409, with registered business address at Stader Str. 36, 27419 Sittensen,

(der „**Vollmachtgeber**“),

(the „**Principal**“),

bevollmächtigt hiermit die folgenden Rechtsanwälte

hereby authorises the following lawyers

Dr. Eva Reudelhuber,
Anastasia Dressler, und
Pascal Urban

jeweils geschäftsansässig in

each with business address at

Taunusanlage 11
60329 Frankfurt am Main

(die „**Bevollmächtigten**“, jeder ein „**Bevollmächtigter**“),

(the „**Authorised Persons**“, each an „**Authorised Person**“),

jeweils einzeln und unabhängig voneinander,

each of them individually and independently of each other,

den Vollmachtgeber bei der Vornahme der folgenden Rechtshandlung zu vertreten:

to represent the Principal in the of the following legal act:

1. Abgabe und Empfang von Willenserklärungen zum Abschluss eines notariell beurkundeten Supplemental Share

1. entering into a notarised supplemental share pledge agreement between, among others, (i) Bunte PPP Invest-

Gleiss Lutz

Pledge Agreements zwischen, unter anderem, (i) Bunte PPP Investment GmbH, (ii) Hansalinie (A1 mobil Holdings) Limited, und (iii) A1 mobil Beteiligungs-GmbH als Original Pledgors, (iv) Autobahn Holding als Pledgor, (v) UniCredit Bank AG als Resigning Security Agent und Resigning Facility Agent, (vi) GLAS Trust Corporation Limited als Successor Security Agent, (vii) GLAS SAS, Frankfurt Branch als Successor Facility Agent, und (viii) dem Vollmachtgeber als Pledged Company;

2. Abgabe und Empfang von Willenserklärungen zum Abschluss eines notariell beurkundeten Junior Ranking Share Pledge Agreements zwischen, unter anderem, (i) Autobahn Holding als Pledgor, (ii) GLAS Trust Corporation Limited als Security Agent, und (iii) dem Vollmachtgeber als Pledged Company;
3. Abgabe und Empfang von Willenserklärungen zum Abschluss eines notariell beurkundeten Supplemental Interest Pledge Agreements zwischen, unter anderem, (i) A1 mobil Beteiligungs-GmbH, (ii) Bunte PPP Investment GmbH, (iii) Hansalinie (LP) Limited als Original Pledgors, (iv) Autobahn Holding, (v) dem Vollmachtgeber als Pledgors (vi) UniCredit Bank AG als Resigning Security Agent und Resigning Facility Agent, (vii) GLAS Trust Corporation Limited als Successor Security Agent, (viii) GLAS SAS, Frankfurt Branch als Successor Facility Agent, und (ix) A1 mobil GmbH & Co. KG als Pledged Compa-

ment GmbH, (ii) Hansalinie (A1 mobil Holdings) Limited, and (iii) A1 mobil Beteiligungs-GmbH as original pledgors, (iv) Autobahn Holding as pledgor, (v) UniCredit Bank AG as resigning security agent and resigning facility agent, (vi) GLAS Trust Corporation Limited as successor security agent, (vii) GLAS SAS, Frankfurt Branch as successor facility agent, and (viii) the Principal as pledged company;

2. entering into a notarised junior ranking share pledge agreement between, among others, (i) Autobahn Holding as pledgor, (ii) GLAS Trust Corporation Limited as security agent, and (iii) the Principal as pledged company;
3. entering into a notarised supplemental interest pledge agreement between, among others, (i) A1 mobil Beteiligungs-GmbH, (ii) Bunte PPP Investment GmbH, (iii) Hansalinie (LP) Limited as original pledgors, (iv) Autobahn Holding, (v) the Principal as pledgors, (vi) UniCredit Bank AG as resigning security agent and resigning facility agent, (vii) GLAS Trust Corporation Limited as successor security agent, (viii) GLAS SAS, Frankfurt Branch as successor facility agent, and (ix) A1 mobil GmbH & Co. KG as pledged company; and

Gleiss Lutz

ny; und

4. Abgabe und Empfang von Willenserklärungen zum Abschluss eines notariell beurkundeten Junior Ranking Interest Pledge Agreements zwischen, unter anderem, (i) Autobahn Holding, und (ii) dem Vollmachtgeber als Pledgors, (iii) GLAS Trust Corporation Limited als Security Agent, und (iv) A1 mobil GmbH & Co. KG als Pledged Company.

Jeder der Bevollmächtigten ist berechtigt,

- a) alle Erklärungen abzugeben, die im Zusammenhang mit den oben genannten Angelegenheiten oder Rechtshandlungen notwendig oder zweckmäßig sind;
- b) alle Handlungen vorzunehmen, alle Voraussetzungen oder Bedingungen herbeizuführen und alle Erklärungen abzugeben oder entgegenzunehmen, die er im Zusammenhang mit den oben genannten Angelegenheiten oder Rechtshandlungen für notwendig oder zweckdienlich erachtet, insbesondere auch Erklärungen, Anmeldungen oder Anzeigen gegenüber allen Behörden, Gerichten, Notaren, Handelsregistern, anderen öffentlichen Registern und natürlichen oder juristischen Personen;
- c) diese Vollmacht teilweise, einmalig und/oder mehrmalig auszunutzen, auch zum Zwecke der Änderung, Ergänzung, Aufhebung oder Genehmigung von Erklärungen, die bereits unter Verwendung dieser Vollmacht abgegeben wurden; und/oder
- d) den Vollmachtgeber bei der Vornahme

4. entering into a notarised junior ranking interest pledge agreement between, among others, (i) Autobahn Holding, and (ii) the Principal as pledgors, (iii) GLAS Trust Corporation Limited as security agent, and (iv) A1 mobil GmbH & Co. KG as pledged company.

Each Authorised Person is entitled

- a) to issue all declarations which are necessary or expedient in connection with any of the matters or legal acts referred to above;
- b) to take all measures, to fulfil all requirements or conditions and to issue or receive all declarations which, in the absolute discretion of the Authorised Person, are necessary or expedient in connection with any of the matters or legal acts referred to above, in particular notifications, applications for registration and statements vis-à-vis any authorities, courts, notaries, commercial registers, other public registers, natural persons or legal entities;
- c) to make use of this power of attorney in part and/or more than once, also in order to amend, supplement, terminate or approve declarations or statements already made under this power of attorney; and/or
- d) to represent the Principal when enter-

Gleiss Lutz

von Rechtsgeschäften mit sich im eigenen Namen oder als Vertreter eines Dritten uneingeschränkt zu vertreten (vollständige Befreiung von den Beschränkungen des Insihgeschäftes gemäß § 181 BGB oder entsprechenden Beschränkungen nach jedwedem anderen anwendbaren Recht).

Im Innenverhältnis zwischen dem Vollmachtgeber und jedem der Bevollmächtigten hat der Vollmachtgeber jeden der Bevollmächtigten von allen Kosten, Aufwendungen, Ansprüchen, Verbindlichkeiten und Schäden sowie von jeglicher Haftung freizustellen, die dem Bevollmächtigten aus oder im Zusammenhang mit der vereinbarten Ausübung der nach Maßgabe dieser Vollmacht gewährten Rechte entstanden sind, entstehen oder gegen ihn geltend gemacht werden.

Im Zweifel soll diese Vollmacht weit ausgelegt werden, damit stets der von ihr verfolgte wirtschaftliche Zweck erreicht werden kann.

Diese Vollmacht unterliegt deutschem Recht mit Ausnahme der Regelungen der Kollisionsgesetze.

Die deutsche Fassung dieser Vollmacht ist maßgeblich. Die englische Fassung ist eine Übersetzung ausschließlich zu Informationszwecken.

Diese Vollmacht erlischt am 31. Dezember 2021, 24:00 Uhr MEZ.

ing into transactions with himself or with himself as the representative of a third party without further restrictions (full release from the restrictions on self-contracting set forth in section 181 German Civil Code or similar restrictions under any other applicable law).

With respect to the internal relationship between the Principal and each Authorised Person, the Principal undertakes to indemnify and hold harmless each Authorised Person from and against all costs, expenses, claims, obligations, any damage and any liability of whatever kind incurred by, or asserted against, the respective Authorised Person under or in connection with the agreed upon exercise of any rights granted under this power of attorney.

In case of doubt, this power of attorney shall be broadly interpreted so as to ensure that its economic purpose is achieved at all times.

This power of attorney is governed by German law except for its conflict of law provisions.

The German version of this power of attorney is binding. The English version is a convenience translation for information purposes.

This power of attorney shall expire on 31 December 2021, at 24:00 hours CET.

Gleiss Lutz

A1 mobil Verwaltungs-GmbH:

Datum/Date: 08.11.2021

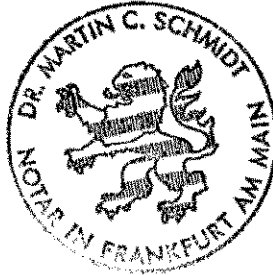
Name: 
Position: Ralf Schmitz
Managing Director
(Geschäftsführer)

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary



POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **UniCredit Bank AG** (formerly Bayerische Hypo- und Vereinsbank Aktiengesellschaft), a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Munich (*München*) under registration number HRB 42148 (the **Grantor**).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzl, Can Altan, Louisa Drewniok, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany,

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an **Attorney**, together the **Attorneys**), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the Grantor as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and GLAS Trust Corporation Limited as successor security agent and pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and the Grantor as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and GLAS Trust Corporation Limited as successor security agent and pledgee; and
- (3) any other document which the Attorney considers necessary in connection with the document listed under no (1) and (2) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the **Transaction Documents**).

Members of the Management Board:
Dr. Michael Diederich (Spokesman),
Markus Beumer, Jörg Frischholz,
Dr. Jürgen Kullnigg, Jan Kupfer,
Simone Marcucci, Boris Scukanec Hopinski

Chairman of the Supervisory Board:
Gianpaolo Alessandro

UniCredit Bank AG

Legal Status: Aktiengesellschaft
Registered Office: Munich
Listed in the Court Register: Munich HR B 421 48
Tax-Id.No.: 143/107/72500
VAT Reg.No.: DE 129 273 380
www.cib.unicredit.eu

Confidential

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision

that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

Munich, 12 October 2021

 UniCredit Bank AG

Manuela Schöttner-Ullrich
Director

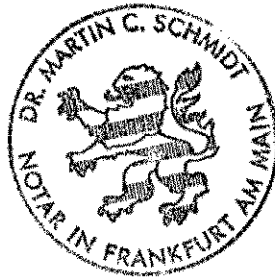

Dietmar Kahl
Director

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary



POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **GLAS Trust Corporation Limited**, a company duly organised and incorporated under the laws of England and Wales, registered with the Companies House, England, under registration number 07927175 (the **Grantor**).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Birthe Blüthgen, Adrian Lingens, Jan Gilarowski, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzel, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an **Attorney**, together the **Attorneys**), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS, Frankfurt Branch as successor facility agent and the Grantor as successor security agent and pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS, Frankfurt Branch as successor facility agent and the Grantor as successor security agent and pledgee;
- (3) a notarial junior ranking interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the Grantor as security agent and pledgee;
- (4) a notarial junior ranking share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company and Autobahn Holding as pledgor and the Grantor as security agent and pledgee; and
- (5) any other document which the Attorney considers necessary in connection with the document listed under no (1) to (4) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the **Transaction Documents**).

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Each Attorney is hereby released from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

(signature page to follow)

GLAS Trust Corporation Limited

17 / Nov. 2021

Date

Name:

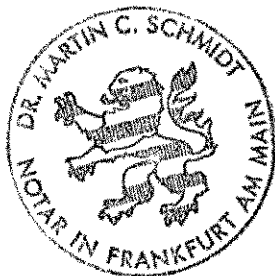
authorised signature

Dr. Stefan Luthringshauser

Title:

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **GLAS SAS, Frankfurt Branch**, registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 122171 (the **Grantor**).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Birthe Blüthgen, Adrian Lingens, Jan Gilarowski, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzl, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an **Attorney**, together the **Attorneys**), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, the Grantor as successor facility agent and GLAS Trust Corporation Limited as successor security agent and pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, the Grantor as successor facility agent and GLAS Trust Corporation Limited as successor security agent and pledgee; and
- (3) any other document which the Attorney considers necessary in connection with the document listed under no (1) and (2) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the **Transaction Documents**).

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);

- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Each Attorney is hereby released from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

(signature page to follow)

GLAS SAS, Frankfurt Branch

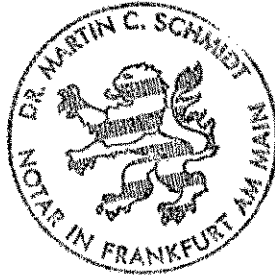
17 / Nov. 2021

Date

Name:  authorised signature
Title: **Dr. Stefan Luthringshauser**

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by Burlington Loan Management Designated Activity Company, a company duly organised and incorporated under the laws of the Republic of Ireland, registered with the Companies Registration Office under number 470093 (the Grantor).

The Grantor hereby appoints:

each of Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzel, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an Attorney, together the Attorneys), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (3) a notarial junior ranking interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee;
- (4) a notarial junior ranking share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company and Autobahn Holding as pledgor and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee; and
- (5) any other document which the Attorney considers necessary in connection with the document listed under no (1) to (4) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the Transaction Documents).

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Each Attorney is hereby released from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Each Attorney is authorised to delegate or sub-delegate its authorisation under this Power of Attorney, including, without limitation any release from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the release on the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

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that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

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This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn by the Grantor.

(signature page to follow)

Burlington Loan Management Designated Activity Company



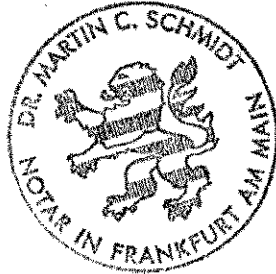
Date 21 October 2021

Name: CHRISTIAN CURRIVAN

Title: DIRECTOR

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main**, a company duly organised and incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under number HRB 45651 (the **Grantor**).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzel, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an **Attorney**, together the **Attorneys**), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (3) a notarial junior ranking interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee;
- (4) a notarial junior ranking share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company and Autobahn Holding as pledgor and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee; and
- (5) any other document which the Attorney considers necessary in connection with the document listed under no (1) to (4) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the **Transaction Documents**).

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Each Attorney is hereby released from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Each Attorney is authorised to delegate or sub-delegate its authorisation under this Power of Attorney, including, without limitation any release from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the release on the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäft*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision

that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

(signature page to follow)

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

12.10.2021

Date



Name: Beatrix Henzler

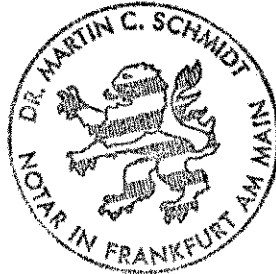
Thomas Krikser

Title: AUTHORIZED SIGNATURE

PROKURIST

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **HYPO NOE Landesbank für Niederösterreich und Wien AG**, a company duly organised and incorporated under the laws of Austria, registered with the company register of the regional court (*Landesgericht*) of St. Pölten under registration number FN 99073 x (the Grantor).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzel, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

each of them individually, as its attorney-in-fact (*Vertreter*) (each of them an Attorney, together the Attorneys), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (3) a notarial junior ranking interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee;
- (4) a notarial junior ranking share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company and Autobahn Holding as pledgor and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee; and
- (5) any other document which the Attorney considers necessary in connection with the document listed under no (1) to (4) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the Transaction Documents).

The Grantor authorises in particular (but without limitation) each of the Attorneys individually:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

(signature page to follow)

HYPO NOE Landesbank für Niederösterreich und Wien AG

12.10.2021

Date

HYPO NOE Landesbank
für Niederösterreich und Wien AG
3100 St. Pölten, Hypogasse 1

Name: Mag. (FH) Wolfgang Lackinger

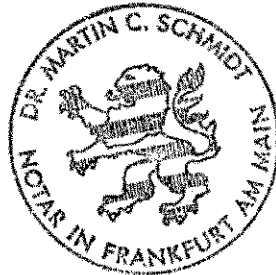
Title: authorized representative

Mag. Julia Bugl

authorized representative

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is granted by **Morgan Stanley Bank Aktiengesellschaft**, a company duly organised and incorporated under the laws of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under number HRB 39346 (the **Grantor**).

The Grantor hereby appoints:

each of: Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Tom Haeseler, Jasmin Madeleine Neldner, Paulina Valentin Ebert, Jonathan Berz, Moritz Probst, Tobias Schröter, Jonah Krafczyk, Birthe Blüthgen, Adrian Lingens, Jan Gilarowski, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Ann-Chantal Gildehaus, Jonas Graap, Felix Fitschen, Sonja Engeler, Sascha Franke, Christopher Jahnke, Enda Jordan, Clare Gibbons, Karen Zöttl, Joon Ku Kang, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzel, Can Altan, Anastasiya-Evangelina Wiegand, Ann-Kathrin Ludwig and Lukas Raisch, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany;

any two of them jointly, as its attorney-in-fact (*Vertreter*) (each of them an **Attorney**, together the **Attorneys**), to sign and to execute for and on behalf of the Grantor:

- (1) a notarial supplemental interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (LP) Limited, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (2) a notarial supplemental share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company, A1 mobil Beteiligungs-GmbH, Hansalinie PPP Investment GmbH, Hansalinie (A1 Mobil Holdings) Limited and Autobahn Holding as pledgors and UniCredit Bank AG as resigning security agent and resigning facility agent, GLAS SAS Frankfurt Branch as successor facility agent and the GLAS Trust Corporation Limited as successor security agent and the Grantor as pledgee;
- (3) a notarial junior ranking interest pledge agreement in relation to interests (and any rights associated therewith) in A1 mobil GmbH & Co. KG between, among others, A1 mobil GmbH & Co. KG as pledged company, A1 mobil Verwaltungs-GmbH and Autobahn Holding as pledgors and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee;
- (4) a notarial junior ranking share pledge agreement in relation to shares (and any rights associated therewith) in A1 mobil Verwaltungs-GmbH between, among others, A1 mobil Verwaltungs-GmbH as pledged company and Autobahn Holding as pledgor and the GLAS Trust Corporation Limited as security agent and the Grantor as pledgee; and
- (5) any other document which the Attorney considers necessary in connection with the document listed under no (1) to (4) above, including without limitation, any notice of pledge,

in each case, in the form and as many documents as deemed appropriate by the Attorney, acting reasonably (together, the **Transaction Documents**).

The Grantor authorises in particular (but without limitation) any two of the Attorneys jointly:

- (a) to perform and execute for and on behalf of the Grantor any act and make and receive any declaration deemed necessary by the Attorney in connection with the Transaction Documents (or any of them);
- (b) to create, confirm, release and/or amend any kind of existing security interests and/or create, amend or release any obligations in the context of any existing security interests;
- (c) to consent to, notify or to acknowledge the creation of any pledges over any shares or partnership interests (and any associated rights and claims);
- (d) to appoint or consent to any appointment of any agent or attorney on behalf of the Grantor in connection with the Transaction Documents (or any of them);
- (e) to negotiate and/or agree the terms of and execute any supplements, amendments or restatements confirmations, additions, accessions, resignations, terminations or releases to each and any of the Transaction Documents which any of the Attorneys may, in his/her sole discretion, approve;
- (f) to represent the Grantor towards any notaries, courts, public authorities and public registers in relation to and/or in connection with any of the Transaction Documents; and/or
- (g) to do any other acts (including without limitation, the signing and execution of all related documents, the giving and receiving of any factual or legal declarations, statements, acknowledgements, confirmations, certificates and/or notifications) on behalf of the Grantor which any Attorney may in his/her discretion consider to be required, necessary, useful, desirable or appropriate in connection with any Transaction Document (in particular for the perfection of security).

The above mentioned Attorneys shall have no personal liability – except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) – for any loss incurred by him/her due to the exercise of this power of attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of such Attorney.

Any changes to the date of execution of, any amounts specified under, or any changes to the parties to the Transaction Documents shall not affect the validity or scope of this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provisions shall be deemed replaced by such valid and enforceable provision that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

The Grantor hereby undertakes to ratify and to confirm whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

This Power of Attorney may be used several times.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney expires on 31 December 2021, 24:00 hrs or until it is withdrawn.

(signature page to follow)

Morgan Stanley Bank Aktiengesellschaft

29.11.2021

www.elsevier.com/locate/jmb

MANUSCRIPT

[illegible]

Date _____

XX

XX

29. 11. 2021

Name: Name:

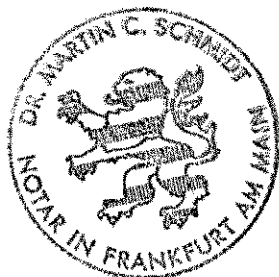
Title: Title:

Hanns Christoph Siebold
Managing Director

Oliver Kehren
Managing Director

In my capacity as Civil Law Notary, I do hereby certify that the above photocopy is a true and complete reproduction of the original document, which was presented to me.

Frankfurt am Main, this 9 December 2021



Dr. Schmidt
Civil Law Notary