



**Registration of a Charge**

Company Name: **ORBITAL BALKANS LIMITED**

Company Number: **09304303**



XBFT6QNL

Received for filing in Electronic Format on the: **31/10/2022**

**Details of Charge**

Date of creation: **19/10/2022**

Charge code: **0930 4303 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9304303

Charge code: 0930 4303 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2022 and created by ORBITAL BALKANS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2022 .

Given at Companies House, Cardiff on 1st November 2022

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



**Companies House**



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



N O T A R M I R O K O Š A K

Trg republike 3, 1000 Ljubljana

Opr. št. SV 2245/22

## NOTARSKI ZAPIS

Dne 19.10.2022 (devetnajstega oktobra dvatisočdvaindvajset) ob 13:00 (trinajsti uri in nič minut) sta se v pisarni notarja Mira Košaka zglasili stranki:-----

**A: ORBITAL BALKANS LIMITED**, Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS (SK osem sedem BS) Cheadle, Združeno kraljestvo, družba z omejeno odgovornostjo, ustanovljena in obstoječa v skladu s pravom Anglije in Walesa, vpisana v register družb za Anglijo in Wales pod registrsko številko 09304303 (nič devet tri nič štiri tri nič tri), katero na podlagi posebnega pooblastila z dne 19.08.2022 (devetnajstega avgusta dvatisočdvaindvajset) zastopa pooblaščenec, notarju osebno znani Tomaž Čad, rojen 06.11.1964 (šestega novembra tisočdevetstoštiriinšestdeset), odvetnik iz Ljubljane, Miklošičeva cesta 20 (dvajset), 1000 (tisoč) Ljubljana in-----

**B: HSBC UK BANK PLC**, 1 (ena) Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ (B ena ena HQ), delniška družba, ustanovljena in obstoječa v skladu s pravom Anglije in Walesa, vpisana v register družb za Anglijo in Wales pod registrsko številko 09928412 (nič devet devet dve osem štiri ena dve), katero na podlagi posebnega pooblastila z dne 15.09.2022 (petnajstega septembra dvatisočdvaindvajset) zastopa pooblaščenka, ga. Larisa Primožič, rojena 21.12.1991 (enaindvajseti december tisočdevetstoenaidevetdeset), katere identiteto sem ugotovil na podlagi osebne izkaznice št. 004656160 (nič-nič-štiri-šest-pet-šest-ena-šest-nič), katero je dne 24.10.2016 (štiriindvajsetega oktobra dvatisočšestnajst), izdala Republika Slovenija, UE Kranj, odvetnica iz Odvetniške pisarne WOLF THEISS - Podružnica v Sloveniji, Bleiweisova cesta 30 (trideset), 1000 (tisoč) Ljubljana.-----

Pred sestavo notarskega zapisa sem stranki pozval, da mi predložita morebitne listine, ki predstavljajo del celovitega pravnega posla ali večih pravnih poslov med njima, ki zasledujejo enak poslovni namen kot pravni posel, ki bo potrjen v tem notarskem zapisu ali so z njim v drugačni povezavi (povezani pravni posli). Stranki sta izjavili, da je tovrstna listina:-----

- Revolving kreditna pogodba z dne 19.10.2022 (devetnajstega oktobra dvatisočdvaindvajset)-----

ter, da druge tovrstne listine oziroma pravni posli ne obstajajo. Dodatno sem ju pozval, da me seznanim s kakršnimikoli dodatnimi dogovori v zvezi s predmetnim pravnim poslom, ki niso obseženi v tem notarskem zapisu. Stranki sta izjavili, da druge tovrstne listine, dogovori oziroma pravni posli ne obstajajo. Listino v zvezi s povezanim pravnim poslom hranim ob izvirniku tega notarskega zapisa. Ob sestavi tega zapisa notar ne poznam nobenih morebitnih drugih okoliščin v zvezi z nameravanim pravnim poslom.-----

Stranki sta mi za potrditev v notarskem zapisu predložili-----

----- **POGODBO O ZASTAVI POSLOVNIH DELEŽEV** -----

sestavljeno v obliki zasebne listine. Listino sta stranki sestavili po pogajanjih, ki so potekala izven notarske pisarne in brez prisotnosti notarja. Pogodba ima naslednje priloge:-----

Priloga 1 – Posebno pooblastilo za glasovanje,-----

Priloga 2 – Posebno pooblastilo za prenos poslovnih deležev,-----

Priloga 3 – Obvestilo družbi in-----

Priloga 4 – Kreditna pogodba.-----

Zasebno listino sem v skladu z določili 49. in 50. člena Zakona o notariatu (ZN, Uradni list RS, št. 13/1994, 48/1994, 82/1994, 41/1995 - odl. US, 83/2001 - OZ, 73/2004, 98/2005, 17/2006 - ZIZ-C, 115/2006, 33/2007 - ZSReg-B, 45/2008, 91/2013) preizkusil in ugotovil, da izpolnjuje pogoje za potrditev v notarskem zapisu. Obenem sem ugotovil, da ni zadržkov po določbah členov 23. in 24.a ZN-G. Zasebno listino sem potrdil tako, da sem jo kot njegov sestavni del spojil s tem zapisom, s čimer je pridobila lastnost notarskega zapisa in javne listine.-----

Predmetni notarski zapis, vključno z v njem potrjeno zasebno listino sem strankama prebral. Nadalje sem strankama na razumljiv način opisal vsebino in pravne posledice nameravanega pravnega posla ter ju izrecno opozoril na znana in običajna tveganja v zvezi s sklenitvijo takšnega pravnega posla. Stranki sem posebej opozoril o pravnih posledicah zavarovanja terjatev ter na to, kakšne so pravne posledice neplačila.-----

Nato sta stranki izjavili, da so jima pravne posledice podpisa te notarske listine v celoti poznane in ustrezajo njuni volji ter, da sta celovito seznanimi s tveganji, povezanimi s predmetnim zavarovanjem terjatve. Dodatno sta izrecno izjavili, da so vse njune izjave, podane v gornjem pravnem poslu resnične ter, da predmetnega pravnega posla ne sklepata z namenom, da bi se izognili kakršnimkoli zakonskim obveznostim ali da bi protipravno oškodovali tretjo osebo. Nato sta izjavili, da vztrajata pri sklenitvi predmetnega pravnega posla. Notarski zapis sta odobrili in ga pred menoj lastnoročno podpisali.-----

Fotokopij dodatnih listin o povezanih pravnih poslih zaradi fizične obsežnosti ne spojim s tem notarskim zapisom temveč jih hranim ob njegovem izvirniku. Priloge tega notarskega zapisa, ki so, poleg prilog Pogodbe o zastavi poslovnih deležev na predpisan način spojene z njegovim izvirnikom so:-----

- Pogodba o zastavi poslovnih deležev v angleškem jeziku,-----

- posebno pooblastilo ORBITAL BALKANS LIMITED z dne 23.09.2022 (triindvajsetega septembra dvatisočdvajset) in-----
- posebno pooblastilo HSBC UK BANK PLC z dne 15.09.2022 (petnajstega septembra dvatisočdvajset).-----

Izvirnik tega notarskega zapisa se hrani v pisarni notarja Mira Košaka na Trgu republike tri v Ljubljani, stranki pa prejmeta njegova odprava. Stranki odreja, da se lahko izda ponovni odpravek tega notarskega zapisa, in sicer večkrat.-----

V Ljubljani, dne 19.10.2022 (devetnajstega oktobra dvatisočdvajset)

lastnoročna podpisa pooblaščenecv strank:

ORB

Tom

HSBC UK BANK PLC

isarni

WOLF THEISS – podružnica v Sloveniji

19. (devetnajsti) oktober 2022 (dvatisočdvaindvajset)

1. ORBITAL BALKANS LIMITED

kot Zastavitelj -----  
-----  
----- in

kot Zastavni upnik.

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## POGODBA O ZASTAVI POSLOVNIH DELEŽEV -----

To pogodbo o zastavi poslovnih deležev (»**Pogodba**«) dne 19. (devetnajstega) oktobra 2022 (dvatisočdvaindvajset) sklepata:-----

1. **ORBITAL BALKANS LIMITED**, družba z omejeno odgovornostjo, ustanovljena in obstoječa v skladu s pravom Anglije in Walesa, vpisana v register družb za Anglijo in Wales pod registrsko številko 09304303 (nič devet tri nič štiri tri nič tri), s poslovnim naslovom Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 (SK osem) 7BS (sedem BS) Cheadle, Združeno kraljestvo, (»**Zastavitelj**«); in -----
2. **HSBC UK BANK PLC**, delniška družba, ustanovljena in obstoječa v skladu s pravom Anglije in Walesa, vpisana v register družb za Anglijo in Wales pod registrsko številko 09928412 (nič devet devet dve osem štiri ena dve), s poslovnim naslovom 1 (ena) Centenary Square, Birmingham, Združeno kraljestvo, B1 (B ena) 1HQ (ena HQ) (»**Zastavni upnik**«). -----

### Uvodne ugotovitve: -----

- (A) Zastavitelj je imetnik poslovnih deležev, ki skupaj predstavljajo 99,1366 % (devetindevetdeset celih tisočtristošestinšestdeset odstotka) osnovni kapital družbe BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o., družbe z omejeno odgovornostjo, ustanovljene in obstoječe po slovenskem pravu, s poslovnim naslovom Cesta 24. (štiriindvajsetega) junija 92 (dvaindevetdeset), 1231 (tisočdvestoenaintrideset) Ljubljana - Črnuče, vpisane pod matično številko 2343495000 (dve-tri-štiri-tri-štiri-devet-pet-nič-nič-nič) (»**Družba**«), z osnovnim kapitalom v skupni višini 347.500 EUR (tristosedeminštiridesettisočpetsto evrov 00/100), pri čemer poslovne deleže sestavljajo: (i) poslovni delež št. 163233 (ena šest tri dve tri tri) v nominalni vrednosti 1.000 EUR (tisoč evrov 00/100), ki predstavlja 0,2878 % (nič celih dvatisočosemstoosemisedemdeset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 1 (ena)**«); (ii) poslovni delež št. 163234 (ena šest tri dve tri štiri) v nominalni vrednosti 30.000 EUR (tridesettisoč evrov 00/100), ki predstavlja 8,6331 % (osem celih šesttisočtristoenaaintrideset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 2 (dve)**«); (iii) poslovni delež št. 163235 (ena šest tri dve tri pet) v nominalni vrednosti 30.000 EUR (tridesettisoč evrov 00/100), ki predstavlja 8,6331 % (osem celih šesttisočtristoenaaintrideset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 3 (tri)**«); (iv) poslovni delež št. 163237 (ena šest tri dve tri sedem) v nominalni vrednosti 20.000 EUR (dvajsettisoč evrov 00/100), ki predstavlja 5,7554 % (pet celih sedemtisočpetstoštiriinpetdeset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 4 (štiri)**«); (v) poslovni delež št. 163238 (ena šest tri dve tri osem) v nominalni vrednosti 1.000 EUR (tisoč evrov 00/100), ki predstavlja 0,2878 % (nič celih dvatisočosemstoosemisedemdeset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 5 (pet)**«); (vi) poslovni delež št. 163239 (ena šest tri dve tri devet) v nominalni vrednosti 15.000 EUR (petnajsttisoč evrov 00/100), ki predstavlja 4,3165 % (štiri cele tritisočstopetinšestdeset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 6 (šest)**«); (vii) poslovni delež št. 163240 (ena šest tri dve štiri nič) v nominalni vrednosti 500 EUR (petsto evrov 00/100), ki predstavlja 0,1439 % (nič celih tisočštiristodevetintrideset odstotka) osnovnega kapitala Družbe (»**Poslovni delež 7**«).



(sedem)«); (viii) poslovni delež št. 163241 (ena šest tri dve štiri ena) v nominalni vrednosti 15.000 EUR (petnajsttisoč evrov 00/100), ki predstavlja 4,3165 % (štiri cele tritisočstopet-inšestdeset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 8 (osem)«**); (ix) poslovni delež št. 163243 (ena šest tri dve štiri tri) v nominalni vrednosti 1.000 EUR (tisoč evrov 00/100), ki predstavlja 0,2878 % (nič celih dvatisočosemstoosemisedemdeset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 9 (devet)«**); (x) poslovni delež št. 163245 (ena šest tri dve štiri pet) v nominalni vrednosti 1.000 EUR (tisoč evrov 00/100), ki predstavlja 0,2878 % (nič celih dvatisočosemstoosemisedemdeset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 10 (deset)«**); (xi) poslovni delež št. 163246 (ena šest tri dve štiri šest) v nominalni vrednosti 30.000 EUR (tridesettisoč evrov 00/100), ki predstavlja 8,6331 % (osem celih šesttisočtristoenaintrideset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 11 (enajst)«**); (xii) poslovni delež št. 227155 (dve dve sedem ena pet pet) v nominalni vrednosti 25.000 EUR (petindvajsettisoč evrov 00/100), ki predstavlja 7,1942 % (sedem celih tisočdevetstodvainštirideset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 12 (dvanajst)«**); (xiii) poslovni delež št. 227156 (dve dve sedem ena pet šest) v nominalni vrednosti 25.000 EUR (petindvajsettisoč evrov 00/100), ki predstavlja 7,1942 % (sedem celih tisočdevetstodvainštirideset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 13 (trinajst)«**); (xiv) poslovni delež št. 227157 (dve dve sedem ena pet sedem) v nominalni vrednosti 3.750 EUR (tritisočsedemstopetdeset evrov 00/100), ki predstavlja 1,0791 % (ena cela nič sedemstoenaidevetdeset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 14 (štirinajst)«**); (xv) poslovni delež št. 227158 (dve dve sedem ena pet osem) v nominalni vrednosti 71.250 EUR (enaindesemdesettisočdvastopetdeset evrov 00/100), ki predstavlja 20,5036 % (dvajset celih pettisočšestintrideset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 15 (petnajst)«**); (xvi) poslovni delež št. 227159 (dve dve sedem ena pet devet) v nominalni vrednosti 3.750 EUR (tritisočsedemstopetdeset evrov 00/100), ki predstavlja 1,0791 % (ena cela nič sedemstoenaidevetdeset odstotka) osnovnega kapitala Družbe (**»Poslovni delež 16 (šestnajst)«**); in (xvii) poslovni delež št. 227160 (dve dve sedem ena šest nič) v nominalni vrednosti 71.250 EUR (enaindesemdesettisočdvastopetdeset evrov 00/100), ki predstavlja 20,5036 % (dvajset celih pettisočšestintrideset odstotka) osnovnega kapitala Družbe; (**»Poslovni delež 17 (sedemnajst)«**), in skupaj s Poslovnim deležem 1 (ena) do 16 (šestnajst), v nadaljevanju **»Obstoječi deleži«**). -----

- (B) V skladu s Kreditno pogodbo (kot je opredeljena spodaj) je Zastavni upnik zagotovil Prvotnemu posojilojemalcu revolving kredit v skupni višini 20.000.000 GBP (dvajsetmilijonov britanskih funtov 00/100). -----
- (C) Kot odložni pogoj je v 4. členu (*Conditions of Utilisation / Pogoji črpanja*) Kreditne pogodbe v zvezi s 1. (prvim) delom Priloge 2 (dve) h Kreditni pogodbi (*Conditions Precedent / Odložni pogoji*) določeno, da Zastavitelj in Zastavni upnik skleneta to Pogodbo. -----
- (D) Zastavitelj zastavlja Zastavnemu upniku v zavarovanje Poslovne deleže, kot so opredeljeni v tej Pogodbi, Zastavni upnik pa sprejema takšno zastavo v skladu z določili te Pogodbe.

(E) Kreditno pogodbo notar hrani ločeno kot del PRILOGA 4 (štiri). -----

**Pogodbeni stranki se dogovorita, kot sledi:**-----

**1. OPREDELITVE**-----

1.1 Razen če je v tej Pogodbi opredeljeno drugače ali če iz sobesedila izhaja drugače, v tej Pogodbi: -----

**Izraz Definicija** -----

**Pogodba** pomeni to pogodbo o zastavi poslovnih deležev, skupaj s Prilogami, z vsakokratnimi spremembami ali dopolnitvami. -----

**Stranske pravice** v povezavi s Poslovnimi deleži pomeni: -----

(a) kakršno koli obstoječo in bodočo pravico do prejemanja Izplačil, -----

(b) kakršno koli obstoječo in bodočo pravico do povečanja osnovnega kapitala Družbe in ----

(c) kakršne koli druge denarne pravice Zastavitelja kot družbenika Družbe. -----

**Delovni dan** pomeni kateri koli dan (razen sobote in nedelje), na katerega so banke v Ljubljani, Slovenija, in v Birminghamu, Združeno kraljestvo, odprte za splošno poslovanje.-----

**Poslovni register Slovenije** pomeni osrednjo bazo podatkov, ki jo vodi Agencija Republike Slovenije za javnopravne evidence in storitve (AJ PES) in vsebuje podatke o vseh poslovnih subjektih s sedežem na ozemlju Republike Slovenije, ki opravljajo pridobitno ali nepridobitno dejavnost, ter o njihovih podružnicah in drugih delih poslovnih subjektov, ki opravljajo dejavnost na območju Republike Slovenije.-----

**Poslovni delež 1 (ena)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Poslovni delež 2 (dve)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).-----

**Poslovni delež 3 (tri)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Poslovni delež 4 (štiri)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Poslovni delež 5 (pet)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).-----

**Poslovni delež 6 (šest)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Poslovni delež 7 (sedem)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).---

**Poslovni delež 8 (osem)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). ----

**Poslovni delež 9 (devet)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). ----

**Poslovni delež 10 (deset)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). --

**Poslovni delež 11 (enajst)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -

**Poslovni delež 12 (dvanaest)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).  
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**Poslovni delež 13 (trinaest)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).

**Poslovni delež 14 (štirinaest)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).  
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**Poslovni delež 15 (petnajst)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).  
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**Poslovni delež 16 (šestnajst)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A).  
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**Poslovni delež 17 (sedemnajst)** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Člen** pomeni člen v tej Pogodbi. -----

**Obligacijski zakonik** pomeni Obligacijski zakonik (OZ), Uradni list RS, št. 83/2001, s spremembami. -----

**Družba** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). -----

**Sodni register** pomeni javni register pravnih oseb, ki ga vodi pristojno okrožno sodišče v Republiki Sloveniji. -----

**Razglašena kršitev** pomeni Dogodek kršitve, zaradi katerega je prišlo do uveljavitve pravic iz člena 25.19 (*Acceleration/Odpoklic*) Kreditne pogodbe. -----

**Datum razrešitve obveznosti** pomeni datum, ko se zgodi prvi izmed naslednjih dogodkov: (i) poplačilo vseh Zavarovanih obveznosti s strani Zastavitelja ali (ii) izpolnitev vseh Zavarovanih obveznosti v celoti. -----

**Izplačila** pomenijo kakršno koli izplačilo udeležbe v dobičku (v denarju ali v naravi), kakršno koli izplačilo iz naslova zmanjšanja osnovnega kapitala Družbe, kakršno koli izplačilo v okviru likvidacije Družbe ali kakršna koli druga izplačila (v denarju ali v naravi) Zastavitelju kot družbeniku Družbe. -----

**Obremenitve** pomeni kakršno koli zastavno pravico, obremenitev, breme, omejitev, zastavo, pravico zavarovanja, opcijo, predkupno pravico, najem ali podnajem, omejitveno zavezo ali drugo omejitev uporabe, razpolaganja, služnost, poseganje v pravice ali obremenitev ali kakršen koli drug pravni instrument, na podlagi katerega imajo tretje osebe kakršen koli zahtevek do Poslovnih deležev ali katerih koli pravic, ki izhajajo iz njih. -----

**Zakon o izvršbi in zavarovanju** pomeni Zakon o izvršbi in zavarovanju, Uradni list RS, št. 51/98, s spremembami. -----

**Obvestilo o izvršbi** ima pomen, kot je določen v Členu 6.2. -----

**Dogodek kršitve** pomeni kateri koli dogodek ali okoliščino, ki je kot takšna opredeljena v 25. členu (*Events of Default / Dogodki kršitve*) Kreditne pogodbe. -----

**Obstoječi poslovni deleži** ima pomen, kot je določen v Uvodnih ugotovitvah pod točko (A). --

**Kreditna pogodba** pomeni Revolving kreditno pogodbo z dne 19. (devetnajstega) oktobra 2022 (dvatisočdvajset), katere predmet je revolving kreditna linija v skupnem znesku glavnice 20.000.000 GBP (dvajsetmilijonov britanskih funtov 00/100), ki so jo sklenili med drugim Zastavni upnik kot Posojilodajalec, Orbital Education Limited kot Posojilojemalec in določene druge družbe kot Prvotni garanti. -----

**Kreditna linija (Facility)** ima pomen, kot je določen v Kreditni pogodbi. -----

**Dokument financiranja (Finance Document)** ima pomen, kot je določen v Kreditni pogodbi. -

**Bodoči poslovni deleži** pomeni vse dodatne poslovne deleže v osnovnem kapitalu Družbe, v katerem koli nominalnem znesku, ki bi jih Zastavitelj pridobil v prihodnosti v primeru povečanja osnovnega kapitala Družbe, v primeru združitve Družbe ali v primeru preoblikovanja Družbe ali bi sicer izhajali ali bili povezani z Obstoječimi poslovnimi deleži, skupaj z vsemi Stranskimi pravicami in drugimi zahtevki, ki so povezani z Bodočimi poslovnimi deleži. -----

**Obrestno obdobje (Interest Period)** ima pomen, kot je določen v Kreditni pogodbi. -----

**Zakon o notariatu** pomeni Zakon o notariatu, Uradni list RS, št. 13/94, s spremembami. -----

**Zavezanec (Obligor)** ima pomen, kot je določen v Kreditni pogodbi.-----

**Prvotni posojilojemalec (Original Borrower)** ima pomen, kot je določen v Kreditni pogodbi. -

**Pogodbena stranka, Pogodbeni stranki** pomeni Zastavnega upnika in Zastavitelja. -----

**Zastava** ima pomen, kot je določen v Členu 3.1. -----

**Zastavljeno premoženje** ima pomen, kot je določen v Členu 3.1. -----

**Zastavni upnik** ima pomen, kot je določen v točki 2 seznama pogodbenih strank. -----

**Zastavitelj** ima pomen, kot je določen v točki 1 seznama pogodbenih strank. -----

**Pooblastilo** ima pomen, kot je določen v Členu 6.9. -----

**Zasebna prodaja** pomeni zasebno prodajo Poslovnih deležev (ali samo njihovih delov). -----

**Stvarnopravni zakonik** pomeni Stvarnopravni zakonik (SPZ-1), Uradni list RS, št. 87/02, s spremembami.-----

**Pooblastilo za glasovanje** ima pomen, kot je določen v Členu 5.3. -----

**Javna dražba** pomeni javno dražbo Poslovnih deležev (ali samo njihovih delov) prek izvensodne prodaje. -----

**Uvodne ugotovitve** pomeni uvodne ugotovitve te Pogodbe.-----

**Priloga** pomeni prilogo k tej Pogodbi, ki predstavlja njen sestavni del. -----

**Zavarovane obveznosti** pomeni vse sedanje in bodoče obveznosti, ki jih kateri koli Zavezanec dolguje ali mora plačati na podlagi Kreditne pogodbe, kar vključuje, a ni omejeno na obveznosti, ki nastanejo v skladu ali v zvezi s katerim koli Dokumentom financiranja (sedanje in bodoče, dejanske ali pogojne, ne glede na to, ali nastanejo posamični stranki ali več strankam skupaj (ali so dolgovane solidarno).-----

**Poslovni deleži** pomeni skupaj Obstoječe poslovne deleže in morebitne Bodoče poslovne deleže. -----

**Zavarovanje transakcije (Transaction Security)** ima pomen, kot je določen v Kreditni pogodbi.-----

**Dokumenti zavarovanja transakcije (Transaction Security Documents)** ima pomen, kot je določen v Kreditni pogodbi.-----

1.2 Vsi drugi izrazi, ki so v tej Pogodbi pisani z veliko začetnico (vključno s preambulo in uvodnimi ugotovitvami) in v tej Pogodbi niso opredeljeni drugače, imajo takšen pomen, kot jim je določen v Kreditni pogodbi. Pravila glede razlage iz člena 1.2 (*Construction/Razlaga*) Kreditne pogodbe se smiselno enako uporabljajo tudi za to Pogodbo, enako kot bi bila v celoti določena v tej Pogodbi.-----

1.3 V primeru navzkrižja med določbami te Pogodbe in določbami Kreditne pogodbe prevladajo določbe Kreditne pogodbe.-----

## **2. ZAVAROVANE OBVEZNOSTI**-----

2.1 Zastava po tej Pogodbi je ustanovljena z namenom zavarovanja pravočasne in popolne izpolnitve katere koli in vseh Zavarovanih obveznosti. -----

2.2 Zastava, ustanovljena v skladu s to Pogodbo, ostane v veljavi in učinkuje kot neprekinjeno zavarovanje za Zavarovane obveznosti vse do Datuma razrešitve obveznosti ali do izrecne odobritve kakršne koli druge sprostitev s strani Zastavnega upnika.-----

2.3 Pogodbeni stranki soglašata, da v primeru prenosa ali odstopa Zavarovanih obveznosti tretji osebi (ne glede na to, ali se takšen prenos ali odstop po veljavnih predpisih razlaga kot novacija, prenos, odstop ali ne), Zastava po tej Pogodbi ne bo prenehala, temveč bo še naprej obstajala za zavarovanje tako prenesenih ali odstopljenih ali prenovljenih Zavarovanih obveznosti. -----

2.4 Pogodbeni stranki se nadalje dogovorita, da v primeru substitucije Zastavitelja, zlasti, vendar ne omejeno na prevzem katerih koli Zastaviteljevih Zavarovanih obveznosti ali prenos katerih koli Zavarovanih obveznosti z Zastavitelja na drugo osebo (prevzem dolga), Zastava po tej Pogodbi ne bo prenehala, temveč bo obstajala naprej kot zavarovanje Zavarovanih obveznosti v skladu s 1. odstavkom 430. člena Obligacijskega zakonika.-----

2.5 V izogib dvomu velja, da Zavarovane obveznosti na dan te Pogodbe obsegajo zlasti (a ne izključno):-----

- glavnico Kreditne linije v skupnem znesku 20.000.000 GBP (dvajsetmilijonov britanskih funtov 00/100), ki se poplača v obrokih, katerih višina in zapadlost sta določeni v 2. členu Kreditne pogodbe;-----
- z datumom zapadlosti vsakega Posojila na zadnji dan vsakega Obrestnega obdobja in s končnim datumom zapadlosti na tretjo obletnico datuma Kreditne pogodbe (19. (devetnajstega) oktobra 2025 (dvatisočpetindvajset)); oziroma ob odpoklicu Kreditne pogodbe zaradi Dogodka kršitve; ter v skladu z drugimi pogoji, kot so podrobno navedeni v Kreditni pogodbi. -----

- s pogodbenimi obrestmi, pri čemer je obrestna mera za vsako Obrestno obdobje (kot je opredeljeno v Kreditni pogodbi) izražena v odstotkih na leto in predstavlja seštevek (i) Pribitka (*Margin*) (kot je opredeljen v Kreditni pogodbi) in (ii) Obdobne referenčne obrestne mere (*Term Reference Rate*) (kot je opredeljena v Kreditni pogodbi) ali Sestavljene referenčne obrestne mere (*Compounded Reference Rate*), veljavne za ta dan, kot je ustrezno, ob upoštevanju prilagoditev Pribitka, kot so določene v 8. členu Kreditne pogodbe; -----
- z zamudnimi obrestmi od datuma zapadlosti do datuma dejanskega plačila (pred izdano odločbo in po njej) katerih koli Zavarovanih obveznosti, po obrestni meri, ki je v skladu s členom 11.4.2 Kreditne pogodbe 1 (ena) % letno višja od obrestne mere, ki bi jo bilo treba plačati, če bi zapadli zamujeni znesek v obdobju neplačila predstavljal Posojilo v valuti zapadlega zamujenega zneska za zaporedna Obrestna obdobja, katerih trajanje (razumno) določi Posojilodajalec; -----
- stroške predčasnega poplačila, kot so opredeljeni in zapadejo v plačilo v skladu s 8. členom (*Illegality, Voluntary Prepayment and Cancellation / Nezakonitost, predčasno poplačilo in preklic*) Kreditne pogodbe; -----
- Provizije, kot so opredeljene in zapadejo v plačilo v skladu s 14. členom (*Fees / Provizije*) Kreditne pogodbe; -----
- Davke in Nadomestila, kot so opredeljena in zapadejo v plačilo v skladu s 15. členom (*Tax Gross-up and Indemnities / Davčno obrutenje in povračila*) Kreditne pogodbe; -----
- Povečane stroške, kot so opredeljeni in zapadejo v plačilo v skladu s 16. členom (*Increased Costs / Povečani stroški*) Kreditne pogodbe; -----
- Nadomestila, kot so opredeljena in zapadejo v plačilo v skladu s 17. členom (*Other Indemnities / Druga nadomestila*) Kreditne pogodbe; -----
- Stroške in izdatke, kot so opredeljeni in zapadejo v plačilo v skladu z 19. členom (*Costs and Expenses / Stroški in izdatki*) Kreditne pogodbe, ter kakršne koli druge stroške, provizije in plačilne obveznosti, ki jih dolguje ali jih bo dolgoval Prvotni posojilojemalec ali Odstopnik Prevzemniku v skladu ali v zvezi s Kreditno pogodbo; ter -----
- kakršne koli stroške izvršbe in procesne obresti. -----

### 3. ZASTAVA -----

3.1 Kot neprekinjeno zavarovanje za plačilo, razrešitev in izpolnitev vseh Zavarovanih obveznosti, ki so kadar koli dolgovane ali zapadle, Zastavitelj ustanavlja v korist Zastavnega upnika zastavno pravico s prvim vrstnim redom (**»Zastava«**) na Poslovnih deležih in, v kolikor je to dovoljeno v skladu s slovensko kogentno zakonodajo, na

morebitnih Stranskih pravicah (»Zastavljeno premoženje«), Zastavni upnik pa Zastavo sprejme. -----

3.2 Zastava ima prednostni vrstni red pred katerim koli drugim Zavarovanjem ali pravicami tretjih oseb, ki bodo ustanovljene v prihodnosti na Zastavljenem premoženju. Veljavnost in učinkovanje Zastave sta neodvisna od veljavnosti in učinkovanja katerega koli drugega zavarovanja, ustanovljenega v skladu s Kreditno pogodbo. -----

3.3 Zastava ne more prenehati ali se poslabšati zaradi:-----

(a) uporabe, obstoja ali veljavnosti katerega koli drugega zavarovanja, ki je dano Zastavnemu upniku v skladu s Kreditno pogodbo, ali kakršne koli sprostitev takšnega zavarovanja;-----

(b) kakršnega koli uveljavljanja ali nezmožnosti ustanovitve, vpisa ali uveljavljanja kakršnega koli zavarovanja, ki je dano Zastavnemu upniku na podlagi Kreditne pogodbe;-----

(c) kakršne koli spremembe, dopolnitve, preoblikovanja ali novacije Kreditne pogodbe;-----

#### 4. VPIS ZASTAVE IN NADALJNJE ZAVAROVANJE-----

4.1 Zastava na Obstojećih poslovnih deležih in Zastavljenem premoženju je veljavno ustanovljena, ko je Zastava na Obstojećih poslovnih deležih vpisana v Poslovnem registru Slovenije in Sodnem registru v korist Zastavnega upnika. Zastavitelj izrecno soglaša in Pogodbeni stranki skupaj podajata navodila notarju, naj vloži predlog za (i) vpis Zastave na Obstojećih poslovnih deležih in (ii) zaznambo prepovedi razpolaganja in obremenitve Obstojećih poslovnih deležev v Poslovni register Slovenije in Sodni register.-----

4.2 Zastavitelj se zavezuje, da bo takoj, najkasneje pa v petih (5) Delovnih dneh po datumu podpisa te Pogodbe obvestil Družbo o Zastavi, tako da ji bo poslal obvestilo, ki po vsebini in obliki ustreza predlogi v **PRILOGA 3 (tri) (Obvestilo Družbi)**, in sicer priporočeno s povratnico ter skenirano kopijo po elektronski pošti. Zastavitelj si bo po razumnih močeh prizadeval, da bo poslovodstvo Družbe takoj, najkasneje pa v desetih (10) Delovnih dneh po prejemu obvestila v skladu s prejšnjim stavkom potrdilo prejem takšnega obvestila, tako da ga bo podpisalo in ga poslalo nazaj Zastavitelju priporočeno s povratnico ter skenirano kopijo po elektronski pošti.-----

4.3 V zvezi s kakršnimi koli Bodočimi poslovnimi deleži, ki bi jih Zastavitelj pridobil, bo Zastavitelj nemudoma po pridobitvi takšnih Bodočih poslovnih deležev zagotovil vpis Zastave na Bodočih poslovnih deležih na način, kot je določeno v Členu 4.1.-----

4.4 V primeru preoblikovanja Družbe, njene združitve ali delitve ali kakršne koli druge reorganizacije in/ali prestrukturiranja bodo poslovni deleži v lasti Zastavitelja v kateri koli družbi, ki je pravna naslednica, prav tako predmet Zastave, ustanovljene s to Pogodbo. Če



je to potrebno po zakonu, bo Zastavitelj izvedel vse potrebno za izvedbo in vpis takšne zastave, vključno z ustanovitvijo in izvedbo nove zastave z enakim vrstnim redom. V ta namen bo Zastavitelj Zastavnemu upniku vnaprej predložil vse dokumente, ki bi jih upravičeno zahteval Zastavni upnik, vključno z osnutki dokumentov v zvezi z združitvijo in/ali preoblikovanjem in/ali reorganizacijo in/ali statusnim preoblikovanjem. -----

## 5. PRAVICE V ZVEZI Z ZASTAVO -----

5.1 Razen če nastopi in vse do nastopa Razglašene kršitve je Zastavitelj upravičen: -----

(a) izvrševati katere koli glasovalne pravice iz Poslovnih deležev (vendar samo na način, kot je določeno v tej Pogodbi), in -----

(b) do Izplačil, kolikor so dovoljena v skladu s Kreditno pogodbo. -----

5.2 Pred nastopom Razglašene kršitve ima glasovalne pravice in druge pravice, ki izhajajo iz Poslovnih deležev, Zastavitelj. Zastavitelj pa glasovalnih pravic ne bo izvrševal na način, da bi to negativno vplivalo na veljavnost ali izvršljivost te Pogodbe ali Zastave ali povzročilo kršitev Kreditne pogodbe ali katerega koli Dokumenta financiranja. -----

5.3 Kadar koli po nastopu Razglašene kršitve in brez nadaljnjega soglasja ali pooblastila s strani Zastavitelja pa lahko Zastavni upnik po svoji presoji (v imenu Zastavitelja ali drugače) izvršuje kakršne koli glasovalne pravice in/ali druga upravičenja ali pravice družbenika v zvezi s Poslovnimi deleži. V ta namen bo Zastavitelj na dan podpisa te Pogodbe izdal posebno pooblastilo v obliki notarskega zapisa in z vsebino, kot jo določa **PRILOGA 1 (ena) («Pooblastilo za glasovanje»)** za namene izvrševanja katerih koli glasovalnih pravic in/ali drugih upravičenj ali pravic družbenika v zvezi s Poslovnimi deleži s strani Zastavnega upnika (ali katere koli osebe, ki jo imenuje Zastavni upnik) ter ga dostavil Zastavnemu upniku (ali kateri koli osebi, ki jo imenuje Zastavni upnik). Pooblastilo za glasovanje bo začelo veljati z nastopom Razglašene kršitve. Kadar koli po nastopu Razglašene kršitve bo Zastavitelj na prvi poziv Zastavnega upnika dostavil Zastavnemu upniku (če je ustrezno) knjigo sklepov Družbe. Če Zastavni upnik izvršuje katera koli upravičenja ali pravice iz Pooblastila za glasovanje, bo o tem obvestil Zastavitelja takoj, ko bo mogoče. Takšna upravičenja in pravice, podeljene s Pooblastilom za glasovanje, so izključno v korist Zastavnega upnika in ne ustvarjajo nikakršne odgovornosti Zastavnega upnika, ko izvršuje upravičenja ali pravice po Pooblastilu za glasovanje. Ne glede na zgoraj navedeno bo v primeru, če so bile vse Razglašene kršitve odpravljene ali v zvezi z njim podane odpovedi pravicam, Zastavitelj takoj ponovno pridobil glasovalno pravico. -----

5.4 Zastavitelj bo po nastopu Razglašene kršitve omogočil Zastavnemu upniku oziroma njegovemu pooblaščenцу oziroma kateri koli osebi, ki jo Zastavni upnik imenuje, udeležbo na vseh skupščinah družbenikov Družbe. Pravica Zastavnega upnika (oziroma osebe, ki jo imenuje) do udeležbe na vseh skupščinah družbenikov bo prenehala takoj, ko bodo v celoti poplačane in razrešene vse Zavarovane obveznosti ali ko bodo odpravljene vse Razglašene kršitve ali v zvezi z njimi podane izjave o odpovedi pravicam. -----

5.5 Kadar koli po nastopu Razglašene kršitve se vsa Izplačila plačujejo neposredno Zastavnemu upniku, Zastavitelj pa bo Zastavnemu upniku izročil kakršna koli Izplačila, ki jih je prejel ali je do njih postal upravičen po nastopu Razglašene kršitve. Ne glede na zgoraj navedeno bo v primeru, če so bile vse Razglašene kršitve odpravljene ali v zvezi z njimi podane odpovedi pravicam, Zastavitelj takoj ponovno pridobil pravico do prejemanja Izplačil.-----

## 6. UVELJAVITEV ZASTAVE -----

6.1 Zastavni upnik in Zastavitelj se dogovorita, da je po nastopu Razglašene kršitve Zastavni upnik upravičen unovčiti Zastavo s prodajo Poslovnih deležev bodisi s sodno prodajo (če je potrebno, s predhodno pridobitvijo izvršilnega naslova v sodnem postopku) bodisi z izvensodno prodajo na podlagi 167. člena Stvarnopravnega zakonika ter se poslužiti vseh pravic in pravnih sredstev, ki jih ima Zastavni upnik v skladu s slovenskimi zakoni v primeru Zastaviteljeve kršitve Zavarovanih obveznosti. -----

6.2 V primeru izvensodne prodaje lahko Zastavni upnik proda Poslovne deleže na Javni dražbi ali (če je po zakonu mogoče) Zasebni prodaji v skladu z 2. odstavkom 167. člena Stvarnopravnega zakonika. Zastavni upnik je dolžan pisno zahtevati od Zastavitelja, da izpolni svoje dolgovane in neporavnane Zavarovane obveznosti v roku osmih (8) Delovnih dni od vročitve takšne zahteve, in hkrati Zastavitelja obvestiti, da bo izvedena Javna dražba ali Zasebna prodaja, če predmetne Zavarovane obveznosti ne bodo v celoti izpolnjene (**»Obvestilo o izvršbi«**). Javna dražba se lahko izvede kjer koli v Republiki Sloveniji. Stroški izvedbe Javne dražbe ali Zasebne prodaje se krijejo iz izkupička od prodaje Poslovnih deležev. -----

6.3 Zastavitelj se izrecno odpoveduje kakršnim koli predkupnim pravicam, opcijskim pravicam, zahtevam po soglasju in kakršnim koli drugim pravicam, ki bi jih imel zdaj ali v prihodnje v zvezi s Poslovnimi deleži, tako da lahko uveljavitev Zastave poteka prosto in brez omejitev. -----

6.4 Zastavni upnik mora v roku najmanj dveh (2) tednov od vročitve Obvestila o izvršbi Zastavitelja obvestiti o pogojih, kraju in času izvedbe ter navodilih Zastavnega upnika glede Javne dražbe ali Zasebne prodaje. Kupec bo kupnino plačal v roku 10 (desetih) dni po datumu Javne dražbe ali Zasebne prodaje. Zastavitelj, Zastavni upnik ali njune povezane osebe imajo pravico sodelovati na Javni dražbi. Javna dražba se izvede s skrbnostjo, ki je običajna za banke v vlogi zastavnega upnika. -----

6.5 Zastavitelj lahko pred začetkom Javne dražbe ali Zasebne prodaje obvesti Zastavnega upnika o morebitnih dobrovernih kupcih, ki bi kupili Poslovne deleže. Dobroverni kupec je le oseba, ki je zmožna takoj v denarju plačati celotno kupnino za Poslovne deleže. Zastavni upnik lahko po svoji presoji sprejme ali zavrne ponudbe morebitnih dobrovernih kupcev. Ni dolžan sprejeti ponudbe morebitnega dobrovernega kupca, če se je Javna dražba ali Zasebna prodaja že začela ali če je Zastavni upnik že sklenil pravno zavezujoč dogovor ali druge pravne zaveze s katerim koli drugim potencialnim kupcem. -----

- 6.6 Zastavitelj nepreklicno pooblašča Zastavnega upnika, da zahteva in vloži predlog za Javno dražbo ali Zasebno prodajo v imenu Zastavitelja in da stori vse potrebno, da se izvede unovčitev. Za primer Javne dražbe ali Zasebne prodaje Zastavitelj podeljuje Zastavnemu upniku pooblastilo v obliki notarskega zapisa, ki ga Zastavni upnik lahko uporabi šele po nastopu Razglašene kršitve, da v njegovem imenu podpiše in izvrši notarsko listino o prenosu vseh ali delnem prenosu Poslovnih deležev enemu ali več kupcem Poslovnih deležev na Javni dražbi ali Zasebni prodaji po vsakokrat določeni ceni, da podpiše vse dokumente in poda vse pravno zavezujoče izjave v zvezi s tem, zlasti da podpiše eno ali več listin o odstopu ali prenosu v obliki notarskega zapisa, tudi v obliki ponudbe in sprejema ponudbe, da prejme kupnino za prenos v imenu Zastavitelja in da določi vse pogoje takšnih dogovorov. -----
- 6.7 Zastavitelj podaja izrecno in nepreklicno soglasje, da lahko v primeru nastopa Razglašene kršitve Zastavni upnik v imenu Zastavitelja brez dodatnega soglasja, sodbe ali kakršne koli drugega sodnega dejanja od Družbe izterja plačila v zvezi z Izplačili že na podlagi obvestila, ki ga pošlje Družbi. -----
- 6.8 Zastavitelj kot imetnik Obstojećih poslovnih deležev v Družbi s to Pogodbo nepreklicno soglaša s prenosom Poslovnih deležev ali katerih koli njihovih delov na katero koli tretjo osebo, skladno z določbami te Pogodbe. Zastavitelj se nepogojno zavezuje Zastavnemu upniku, da ne bo preklical nobenega pooblastila, ki ga poda v skladu s to Pogodbo. -----
- 6.9 Za namene opredelitve zgoraj navedenega pooblastila kot ločen dokument se Zastavitelj zavezuje, da bo Zastavnemu upniku (če je ustrezno, prek svojih odvetnikov) podal pooblastilo v obliki notarskega zapisa z vsebino, ki jo določa priložena **PRILOGA 2 (dve) (»Pooblastilo«)**, ki ga Zastavni upnik lahko uporabi šele po nastopu Razglašene kršitve. -
- 6.10 Ob upoštevanju določb Kreditne pogodbe v primeru uveljavitve Zastave pravice Zastavnega upnika ne bodo prešle s subrogacijo ali na kakšen drug način na Zastavitelja, razen če in dokler ne bodo vse Zavarovane obveznosti dokončno in v celoti poplačane in razrešene z uporabo prejemkov iz uveljavitve Zastave ali na kakšni drugi podlagi. Do tedaj je Zastavni upnik upravičen šteti vse prejeme iz naslova uveljavitve kot dodatno zavarovanje za Zavarovane obveznosti, oziroma je kadar koli upravičen do poplčila iz takšnih prejemkov. -----
- 6.11 Vsa denarna sredstva, ki jih po nastopu Razglašene kršitve prejme Zastavni upnik v skladu ali na podlagi te Pogodbe, se uporabijo v skladu s Kreditno pogodbo. Zastavni upnik ni dolžan upoštevati določil 288. člena Obligacijskega zakonika. Kakršna koli denarna sredstva, ki jih Zastavni upnik prejme iz uveljavitve Zastave, ki presegajo znesek Zavarovanih obveznosti, bodo nemudoma izročena Zastavitelju. Zastavni upnik mora Zastavitelja obvestiti o višini kakršnih koli prejemkov iz uveljavitve Zastave. -----
- 6.12 Zastavitelj se nepreklicno in nepogojno, kolikor je dovoljeno po veljavni zakonodaji, odpoveduje (i) kakršni koli pravici do izpodbijanja ali razveljavitve te Pogodbe in (ii) pravici do pobota. -----

- 6.13 Zastavni upnik lahko s pooblastilom ali na drug način prenese kakršne koli pravice ali upravičenja, ki jih lahko Zastavni upnik izvaja po tej Pogodbi, na tretje osebe. Vsak tak prenos na podlagi pooblastila (vključno s pooblastilom za nadaljnje prenose) se opravi pod pogoji, za katere Zastavni upnik meni, da so primerni. -----

## 7. SPROSTITEV ZASTAVE -----

- 7.1 Na podlagi nepreklicnega, v celoti izvedenega plačila in popolne razrešitve vseh Zavarovanih obveznosti in pod pogojem, da Zastavitelj nima nikakršnih zavez, obveznosti ali odgovornosti (sedanjih ali bodočih, dejanskih ali pogojnih) v zvezi s Kreditno pogodbo, mora Zastavni upnik brez nepotrebnega odlašanja na zahtevo in na stroške Zastavitelja sprostiti Zastavo, tako da izstavi izbrisno pobotnico v obliki in z vsebino, ki omogoča izbris Zastave, vpisane na podlagi Člena 4.1, in vrniti Pooblastilo za glasovanje in Pooblastilo, ki je bilo dano Zastavnemu upniku, s čimer se Zastava sprosti, pri čemer takšna pooblastila prenehajo veljati s trenutkom sprostitve Zastave, vendar pa velja, da če je takšna sprostitve opravljena v prepričanju opravljenega plačila, zavarovanja ali drugega razpolaganja, ki je nično ali mora biti poplačano v stečaju, likvidaciji ali drugače, se Zastava in ta Pogodba nadaljujeta, kot da do sprostitve v skladu s Členom 7 ne bi prišlo, Zastavitelj pa bo opravil vsa dejanja, ki jih upravičeno zahteva Zastavni upnik za ponovno vzpostavitev Zastave. -----

## 8. ZAGOTOVILA IN JAMSTVA ZASTAVITELJA -----

- 8.1 Zastavitelj neodvisno in poleg vseh zagotovil in jamstev, podanih v Dokumentih financiranja, zagotavlja in daje neodvisna jamstva Zastavnemu upniku, da na dan te Pogodbe: -----

- (a) sklenitev te Pogodbe ni v nasprotju z aktom o ustanovitvi ali kakršnimi koli pravilniki Družbe in da akt o ustanovitvi Družbe ne vsebuje nobenih omejitev glede (i) prodaje in/ali prenosa Poslovnih deležev ali (ii) dovoljenja Zastavitelja, da ustanovi Zastavo, ki bi preprečevalo ali oviralo izvajanje te Pogodbe in Zastave, ustanovljene v skladu s to Pogodbo;-----
- (b) Družba je družba z omejeno odgovornostjo, ki je bila veljavno ustanovljena, ni plačilno nesposobna in ni v postopku kakršne koli prisilne poravnave, reorganizacije ali stečaja, kar vključuje, a ni omejeno na obvezno sodno poravnavo, neprostovoljno sodno likvidacijo, kakršen koli postopek prostovoljnega prenehanja, kot je prostovoljna likvidacija;-----
- (c) Obstoječi poslovni deleži predstavljajo 99,1366 (devetindevetdeset celih tisočtristošestinšestdeset) % delež v osnovnem kapitalu Družbe;-----
- (d) Zastavitelj je edini pravni in dejanski lastnik Obstoječih poslovnih deležev, ki so prosti kakršnih koli Obremenitev, in nobena oseba razen Zastavitelja nima nikakršnih pravic ali deležev na Obstoječih poslovnih deležih ali Zastavljenem premoženju;-----

- (e) Zastaviteljevo imetništvo Obstojećih poslovnih deležev je vpisano v Sodni register;-----
- (f) Zastava, ustanovljena s to Pogodbo, je ustanovljena kot zastavna pravica s prvim vrstnim redom na Poslovnih deležih;-----
- (g) po ustanovitvi Zastave Zastavitelj ne bo ustanovil nobenih stvarnopravnih zavarovanj ali drugih Obremenitev na Obstojećih poslovnih deležih in Zastavljenem premoženju ali dopustil obstoja Obremenitev na Obstojećih poslovnih deležih in Zastavljenem premoženju, razen Zastave in Obremenitev, ki nastanejo po samem zakonu, na kar Zastavitelj ne more vplivati; in -----
- (h) Obstoječi poslovni deleži so bili ustrezno in veljavno izdani in vplačani in tudi Bodoči poslovni deleži, če je ustrezno, bodo v celoti vplačani.-----

## 9. ZAVEZE-----

9.1 Zastavitelj se neodvisno in poleg kakršnih koli zavez iz Kreditne pogodbe nepogojno zavezuje Zastavnemu upniku, da v času veljavnosti te Pogodbe: -----

- (a) ne bo prenesel nobenega dela Zastavljenega premoženja, vključno s Poslovnimi deleži, niti ne bo ponudil kakršnih koli novih poslovnih deležev v Družbi tretji osebi, in da bo nemudoma obvestil Zastavnega upnika o kakršni koli spremembi družbenikov ali kapitalske strukture Družbe; -----
- (b) ne bo ustanovil ali poskušal ustanoviti kakršnega koli zavarovanja, Obremenitev ali pravic tretjih oseb na Poslovnih deležih, razen zavarovanja, ki je ustanovljeno v skladu s to Pogodbo; -----
- (c) se bo vzdržal vsakršnih dejanj, ki bi jih izvršil ali opustil v zvezi z aktom o ustanovitvi Družbe, vključno z uveljavljanjem kakršnih koli pravic, spremembami ali dopolnitvami akta o ustanovitvi Družbe, katerih namen ali učinek bi bilo prenehanje obstoja ali kakršna koli obremenitev Poslovnih deležev, ki ne nastane kot posledica te Pogodbe ali v skladu s to Pogodbo; in -----
- (d) bo Zastavnega upnika obvestil o obstoju in poteku kakršnih koli sodnih ali drugih postopkov proti Zastavitelju v zvezi s Poslovnimi deleži ali to Pogodbo.-----
- (e) bo Zastavnega upnika obveščal o kakršni koli odločitvi Zastavitelja kot edinega družbenika Družbe, če bi ta vplivala na pravice Zastavnega upnika, ki izhajajo iz te Pogodbe, kar vključuje spremembe akta o ustanovitvi Družbe (v izogib dvomu, če bi vplivale na pravice Zastavnega upnika, ki izhajajo iz te Pogodbe), povečanje ali zmanjšanje osnovnega kapitala Družbe, spremembe v podatkih Družbe, ki so vpisani v Sodni register ali Poslovni register Slovenije, ali preoblikovanje Družbe, likvidacijo, združitve, delitev ali reorganizacijo Družbe, prenos in obremenitev

sredstev Družbe (v izogib dvomu, če bi to vplivalo na pravice Zastavnega upnika, ki izhajajo iz te Pogodbe). -----

## **10. TRAJANJE**-----

10.1 Ta Pogodba preneha na Datum razrešitve obveznosti. Zastava ne bo prenehala, če bo Zastavni upnik le začasno razrešil Zavarovane obveznosti. -----

10.2 S to Pogodbo se ustanavlja neprekinjeno zavarovanje do Datuma razrešitve obveznosti, kar pomeni, da nobena sprememba, dodatek, dopolnitev ali novacija Zavarovanih obveznosti v Dokumentih financiranja in/ali v katerem koli drugem dokumentu ali pogodbi v zvezi z Zavarovanimi obveznostmi (razen te Pogodbe), ne bo posegala v veljavnost ali obseg te Pogodbe in v obveznosti Zastavitelja v skladu s to Pogodbo. -----

10.3 Ta Pogodba je neodvisna od katerega koli drugega zavarovanja ali poročstva, ki je bilo ali bo dano v korist Zastavnega upnika. Nobeno od morebitnih drugih zavarovanj ali poročstev ne bo kakor koli vplivalo na to Pogodbo niti Pogodba ne bo vplivala nanje, niti ne bo na noben način združeno s to Pogodbo. -----

## **11. STROŠKI IN IZDATKI**-----

11.1 Pogodbeni stranki se dogovorita, da bo Zastavni upnik upravičen do povrnitve stroškov in izdatkov, ki mu bodo nastali v povezavi z ustanovitvijo in/ali uveljavitvijo Zastave. V izogib dvomu velja, da se takšna obveznost povračila šteje kot del Zavarovanih obveznosti. -----

## **12. DELNA NEVELJAVNOST, ODPOVED PRAVICAM**-----

12.1 Če kadar koli ena ali več določb te Pogodbe je ali postane neveljavna, nezakonita ali neizvršljiva v katerem koli smislu in v skladu s pravom katere koli države, bo ta določba glede na pravo te države neveljavna le v potrebnem obsegu, kar ne bo vplivalo na veljavnost, zakonitost in izvršljivost drugih določb te Pogodbe ali veljavnosti predmetnih določb po pravu katere koli druge države. Neveljavna oziroma neizvršljiva določba se bo štela za zamenjano z veljavno, zakonito ali izvršljivo določbo, ki je kar najbližje prvotnemu namenu Pogodbenih strank in neveljavni, nezakoniti ali neizvršljivi določbi.

12.2 Zlasti pa Zastava ne bo prizadeta in se bo v vseh primerih raztezala na vse Poslovne deleže Družbe, tudi če so podatki o številu ali o nominalni vrednosti Obstojećih poslovnih deležev ali skupnega osnovnega kapitala Družbe, navedeni v tej Pogodbi, netočni ali odstopajo od dejanskega stanja. -----

12.3 Če Zastavni upnik ne uveljavlja katere koli pravice ali pravnega sredstva, ki izhaja iz te Pogodbe, ali zamuja z uveljavljanjem, to ne pomeni odpovedi tej pravici ali pravnemu sredstvu, prav tako pa kakršno koli posamično ali delno uveljavljanje katere koli pravice ali pravnega sredstva ne preprečuje kakršnega koli nadaljnjega ali drugega uveljavljanja istih ali katerih koli drugih pravic ali pravnih sredstev. -----

12.4 Zavarovanje, ustanovljeno s to Pogodbo, je kumulativno, dodatno in neodvisno od vsakega drugega zavarovanja, ki ga ima Zastavni upnik v katerem koli trenutku v povezavi z Zavarovanimi obveznostmi, ter od pravic, upravičenj in pravnih sredstev, ki jih določa zakon. -----

### **13. DOPOLNITVE IN SPREMEMBE-----**

13.1 Vse dopolnitve, prečiščene različice, spremembe, variacije te Pogodbe ali odpovedi pravicam v zvezi s to Pogodbo se lahko izvršijo zgolj na podlagi pisnega dogovora med Pogodbenima strankama in, če je zahtevano po zakonu, v obliki notarskega zapisa. ----

### **14. PRENOS PRAVIC IN OBVEZNOSTI-----**

14.1 Ta Pogodba bo zavezovala in se uveljavljala v korist Pogodbenih strank in njihovih naslednikov in dovoljenih prevzemnikov. Zastavitelj ni upravičen do odstopa ali prenosa svojih pravic in obveznosti iz te Pogodbe. Zastavni upnik lahko v skladu z določbami Kreditne pogodbe kadar koli odstopi ali prenese vse in vsako od svojih pravic, upravičenj in obveznosti iz te Pogodbe. Ko Zastavni upnik obvesti Zastavitelja o takšnem odstopu ali prenosu, bo Zastavitelj izvedel vsa dejanja in podpisal vse dokumente, kot se lahko razumno zahtevajo za zagotovitev polnega pravnega učinkovanja takšnega prenosa. ---

### **15. OBVESTILA -----**

15.1 Vsa obvestila, pozivi in zahteve, naslovljene na Zastavnega upnika ali Zastavitelja po tej Pogodbi, se pošiljajo na način, kot je določeno v Členu 32 (Notices / *Obvestila*) Kreditne pogodbe.-----

### **16. RAZNO -----**

16.1 Vsaka poravnava ali razrešitev obveznosti med Zastaviteljem in Zastavnim upnikom je pogojena s tem, da nobeno zavarovanje ali plačilo Zastavnemu upniku s strani Zastavitelja ni izpodbijano, razveljavljeno, predmet naloga za povračilo ali zmanjšano na podlagi katere koli določbe ali sprejetega predpisa v zvezi z insolventnostjo; v skladu z navedenim ima tudi Zastavni upnik imel pravico izterjati od Zastavitelja zavarovanje ali znesek kakršnega koli plačila, kot da do poravnave ali razrešitve obveznosti ne bi prišlo.

16.2 Ta Pogodba bo ostala v veljavi ne glede na morebitni postopek spojitve ali združitve (ne glede na vrsto), povezan z Zastavnim upnikom; vsako napotilo na Zastavnega upnika bo vključevalo katerega koli prevzemnika (upravičenj ali obveznosti) ali pravnega naslednika Zastavnega upnika in katero koli osebo, ki je na podlagi zakonodaje države, kjer je ustanovljena ali ima sedež, prevzela pravice in obveznosti Zastavnega upnika iz te Pogodbe, ali na katero so bile skladno s takšno zakonodajo te pravice in obveznosti prenesene. -----

16.3 Pogajanja med Pogodbenima strankama v zvezi s to Pogodbo so potekala v angleškem jeziku.-----

## 17. VELJAVNO PRAVO IN SODNA PRISTOJNOST -----

17.1 Za to Pogodbo velja in se uporablja pravo Republike Slovenije brez uporabe kolizijskih predpisov ali pravil, v skladu s katerimi bi se uporabljalo pravo druge države in ne Republike Slovenije.

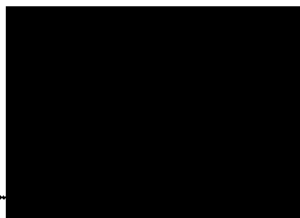
17.2 Kakršni koli spori, ki izhajajo ali nastanejo v zvezi s to Pogodbo (vključno s sporom glede obstoja, veljavnosti, razlage, izvrševanja, kršitve ali prenehanja te Pogodbe ali posledic njene ničnosti), se bodo reševali izključno pred pristojnim sodiščem v Ljubljani, Slovenija. To velja le v korist Zastavnega upnika. Zastavni upnik bo v skladu s tem imel možnost začeti sodni postopek pred katerim koli drugim pristojnim sodiščem. V obsegu, kot je dovoljeno po zakonu, lahko Zastavni upnik hkrati uvede več sodnih postopkov v različnih jurisdikcijah.-----

----- [Podpisna stran na naslednji strani] -----



**PODPISNA STRAN**

**ORBITAL BALKANS LIMITED**



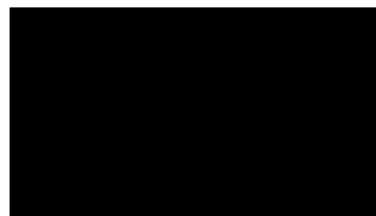
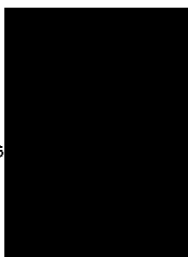
ki ga zastopa Tomaz Čad, odvetnik

**HSBC UK BANK PLC**

kot Zastavni upnik



ki ga zastopa [redacted] nožič,  
zaposlena pri Odvetniku [redacted] podružnica v Sloveniji



**PRILOGA 1**  
**POSEBNO POOBLASTILO ZA GLASOVANJE**

**POSEBNO POOBLASTILO**

**SPECIAL POWER  
OF ATTORNEY**

**ORBITAL BALKANS LIMITED**, družba z omejeno odgovornostjo (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09304303, s poslovnim naslovom Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, Združeno kraljestvo ("**Zastavitelj**"),

**ORBITAL BALKANS LIMITED**, a private limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09304303, with registered address Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the "**Pledgor**"),

podeljuje pooblastilo

herewith authorizes

družbi **HSBC UK BANK PLC**, delniški družbi (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09928412, s poslovnim naslovom 1 Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ ("**Zastavnik**" ali "**Pooblaščenec**"),

**HSBC UK BANK PLC**, a public limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09928412, with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ,

1. da ga zastopa kot družbenika družbe **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, družbe z omejeno odgovornostjo, ustanovljene in delujoče v skladu s pravom Slovenije, s poslovnim naslovom Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče in z matično številko 2343495000 ("**Družba**"), na skupščinah družbenikov Družbe in pri pisnem sklepanju družbenikov ter da v njegovem imenu izvršuje glasovalno pravico, in sicer tudi v primeru odločanja o spremembah in dopolnitvah akta o ustanovitvi; in

1. to represent it as shareholder of the company **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the "**Company**") at shareholders' meetings of the Company and when taking written shareholder resolutions, and to exercise the voting right on its behalf, including when resolving upon changes and amendments to the articles of association; and

2. da v povezavi z opravili iz točke 1. izvede vse ukrepe, daje in sprejema izjave volje, podpisuje dokumente, ki morajo bodisi biti overjeni ali ne, pripravlja dokumente za podpis v obliki notarskega zapisa ali notarskega zapisnika ali drugega tujega zapisa s strani tujega notarja.

3. Pooblaščenec lahko to pooblastilo v celoti ali delno prenese na tretje osebe.

4. Za to pooblastilo velja slovensko pravo.

5. To pooblastilo stopi v veljavo v primeru Dogodka izvršitve (kakor je ta opredeljen v Pogodbi o zastavi poslovnih deležev, sklenjeni med Zastaviteljem in Zastavnim upnikom dne 19. oktobra 2022).

2. in connection therewith to undertake all other actions, to issue and receive statements, to sign with and without notarization and to set up documents in the form of a notarial deed or another equivalent foreign recording by a foreign notary.

3. The Proxy is authorized to delegate in full or in part this power of attorney to third persons.

4. This power of attorney is governed by Slovenian law.

5. This power of attorney becomes effective upon the occurrence of a Declared Default (as defined in the Share Pledge Agreement entered into between the Pledgor and the Pledgee on 19 October 2022).

● za/f

ORBITAL BALKANS LIMITED

## PRILOGA 2

## POSEBNO POOBLASTILO ZA PRENOS POSLOVNIH DELEŽEV

### POSEBNO POOBLASTILO

### SPECIAL POWER OF ATTORNEY

**ORBITAL BALKANS LIMITED**, družba z omejeno odgovornostjo (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09304303, s poslovnim naslovom Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, Združeno kraljestvo ("**Zastavitelj**"),

**ORBITAL BALKANS LIMITED**, a private limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09304303, with registered address Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the "**Pledgor**"),

podeljuje pooblastilo

herewith authorizes

družbi **HSBC UK BANK PLC**, delniški družbi (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09928412, s poslovnim naslovom 1 Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ ("**Zastavni upnik**" ali "**Pooblaščenec**"),

**HSBC UK BANK PLC**, a public limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09928412, with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ,

1. da v njenem imenu in na njen račun prenese njene poslovne deleže v družbi **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, družbe z omejeno odgovornostjo, ustanovljene in delujoče v skladu s pravom Slovenije, s poslovnim naslovom Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče in z matično številko 2343495000 ("**Družba**") v celoti ali deloma na eno ali več tretjih oseb, kakor tudi za podpis vseh s tem povezanih dokumentov, kakor tudi za podajanje drugačnih izjav volje, in posebej za podpis enega ali več notarskih zapisov, - tudi v obliki dajanja ali sprejema ponudbe -, da določi primerno ceno za prenos ali način določitve take cene, in da določi vse

1. to transfer in its name and on its account its shares in **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the "**Company**"), in whole or in part to one or more other persons, as well as to sign all documents related thereto as well as to give other expressions and declarations of will, in particular to draw up one or more notarized transfer agreements - also in the form of offer and acceptance -, to set the respective transfer price or the method of

dodatne določbe omenjenih sporazumov o prenosu poslovnega deleža in

calculation of the transfer price, and to determine all remaining provisions of these transfer agreements in

2. da izvede vse ukrepe v povezavi z opravili iz točke 1., daje in sprejema izjave volje, podpisuje dokumente, ki morajo bodisi biti overjeni ali ne, pripravlja dokumente za podpis v obliki notarskega zapisa ali notarskega zapisnika ali drugega tujega zapisa s strani tujega notarja.

2. to undertake all other actions in connection with the activity mentioned in point 1., to issue and receive statements, to sign with and without notarization and to set up documents in the form of a notarial deed or another equivalent foreign recording by a foreign notary public.

3. Pooblaščenec lahko to pooblastilo v celoti ali delno prenese na tretje osebe.

3. The Proxy is authorized to delegate in full or in part this power of attorney to third persons.

4. Za to pooblastilo velja slovensko pravo.

4. This power of attorney is governed by Slovenian law.

5. To pooblastilo stopi v veljavo v primeru Dogodka izvršitve (kakor je ta opredeljen v Pogodbi o zastavi poslovnih deležev, sklenjeni med Zastaviteljem in Pooblaščencem dne 19. oktobra 2022).

5. This power of attorney becomes effective upon the occurrence of a Declared Default (as defined in the Share Pledge Agreement entered into between Pledgor and the Proxy on 19 October 2022).

\_\_\_\_\_  
● za/for

ORBITAL BALKANS LIMITED

**PRILOGA 3**  
**OBVESTILO DRUŽBI**

**Obvestilo Družbi**

**Notice to the Company**

**S PRIPOROČENO POŠTO**

Vnaprej po elektronski pošti

**BY REGISTERED MAIL**

In advance by email

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI  
d.o.o.

V roke: Direktor(ji)

Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI  
d.o.o.

Attention: Managing Director[s]

Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče

Kopija (po elektronski pošti) za

HSBC UK BANK PLC

1 Centenary Square, Birmingham,  
United Kingdom, B1 1HQ

Copy (by email) to

HSBC UK BANK PLC

1 Centenary Square, Birmingham,  
United Kingdom, B1 1HQ

**Obvestilo o Zastavi**

**Notification of Pledge**

Spoštovani,

Dear Sirs,

V naši vlogi družbenika družbe BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. ("**Družba**") vas obveščamo o sledečem:

In our capacity as the sole shareholder of BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. (the "**Company**") we hereby notify you that:

**a)** da so bili vsi naši poslovni deleži v Družbi, obstoječi na dan tega obvestila, in vsi bodoči poslovni deleži v Družbi, ki jih pridobimo ali jih imamo pravico pridobiti kadarkoli po datumu tega obvestila (zlasti na podlagi povečanja osnovnega kapitala, statusnih sprememb in podobno) ("**Poslovni deleži**"),

**a)** all of our business shares in the Company existing as of the date hereof; and any future business shares in the Company which we acquire or are entitled to at any time or from time to time after the date hereof (in particular on the basis of a capital increase or statutory changes or similar) ("**Shares**");

**b)** da so bile vse stranske pravice k Poslovnim Deležem, zlasti pravica do razdelitve dobička, dividend, razdelitve zneskov zaradi zmanjšanja osnovnega kapitala, terjatve iz naslova likvidacije, prihodki, terjatve za povračilo vložkov in/ali naknadnih vplačil, ki so kadarkoli nastale ("**Stranske pravice**");

**b)** all of our ancillary rights pertaining to the Shares, in particular rights to dividends, distributions, distributions resulting from a share capital decrease, claims to liquidation proceeds, claims for repayment of initial capital contributions and/or additional contributions from time to time accruing (the "**Ancillary Rights**");

bile z naše strani zastavljene v korist HSBC UK BANK PLC ("**Zastavni upnik**") (in takšna zastava, "**Zastava**").

V naši vlogi družbenika Družbe vam dajemo naslednja navodila:

**a)** ob prejemu obvestila s strani Zastavnega upnika, da je nastopil Dogodek izvršitve, ne razpolagate z in nam ne izplačate katerih koli zneskov v povezavi s Stranskimi pravicami, zlasti nam ne smete izplačati kakšnih koli dividend;

**b)** ob prejemu obvestila s strani Zastavnega upnika, da je nastopil Dogodek izvršitve, da pravočasno izplačate vse dividende in zneske Stranskih pravic in druge zneske, ki se plačujejo v povezavi s Poslovnimi deleži, Zastavnemu upniku in

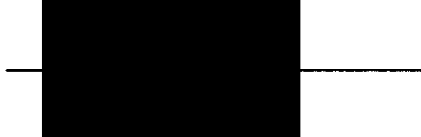
**c)** ob nastopu Dogodka izvršitve je Zastavni upnik sklicati skupščino Družbe in nas zastopati na skupščini Družbe in izvrševati glasovalne pravice (tudi pisno, v obliki sklepov) v našem imenu in za naš račun kot se Zastavnemu upniku po lastnem preudarku zdi primerno.

Navodila iz tega obvestila se ne morejo odpovedati ali spremeniti drugače kot pisno in s podpisom Zastavnega upnika.

Prosimo vas, da potrdite prejem in potrditev zgornjega z vrnitvijo podpisane kopije tega obvestila Zastavnemu upniku na zgornji naslov in nam.

Lep pozdrav,

Orbital Balkans Limited



have been pledged by us to HSBC UK BANK PLC (the "**Pledgee**") (and such pledge, the "**Pledge**").

In our capacity as the shareholder of the Company we hereby instruct you that:

**a)** upon receipt of a notice by the Pledgee that a Declared Default has occurred not to dispose over and not to pay any amounts payable in respect of the Ancillary Rights, in particular not to transfer any cash dividends to us;

**b)** upon receipt of a notice by the Pledgee that a Declared Default has occurred to deliver promptly all dividends, payments in respect of Ancillary Rights and other amounts payable in respect of the Shares to the Pledgee;

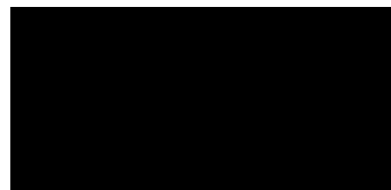
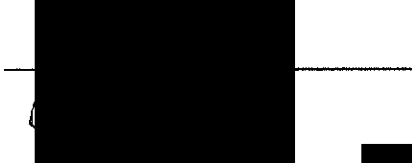
**c)** following the Declared Default the Pledgee is entitled to call shareholders' meetings of the Company and to represent us in shareholders' meetings of the Company and to exercise the voting rights (also in the context of resolutions in writing) as the Pledgee in its sole discretion deems fit in our name and on our behalf.

The instructions contained in this letter may not be revoked or changed other than in writing and duly countersigned by the Pledgee.

We kindly request that you confirm your receipt and acknowledgement of the above by returning a signed copy of this notification to the Pledgee at the above address, and ourselves.

Yours sincerely,

Orbital Balkans Limited



Ime z velikimi tiskanimi črkami:

Name in capital letters:

Potrjujemo Zastavo v korist HSBC UK BANK PLC, in potrjujemo, da bomo ravnali v skladu z navodili Zastavitelja iz zgornjega obvestila.

We acknowledge the Pledge to HSBC UK BANK PLC, and undertake to proceed in accordance with the instructions by the Pledgor as set out in the above notice.

Potrjeno in dogovorjeno v \_\_\_\_\_, dne \_\_\_\_\_:

Acknowledged and agreed in \_\_\_\_\_, on \_\_\_\_\_:

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI

\_\_\_\_\_

Ime z velikimi tiskanimi črkami:

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI

\_\_\_\_\_

Name in capital letters:



**PRILOGA 4**  
**KREDITNA POGODBA - SE HRANI LOČENO PRI NOTARJU**

## **SHARE PLEDGE AGREEMENT**

19 October 2022

between

**1. ORBITAL BALKANS LIMITED**  
as the Pledgor

and

**2. HSBC UK BANK PLC**  
as the Pledgee

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## SHARE PLEDGE AGREEMENT

This Share Pledge Agreement (the "**Agreement**") is made on 19 October 2022 between

1. **ORBITAL BALKANS LIMITED**, a private limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09304303, with registered address Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the "**Pledgor**"); and
2. **HSBC UK BANK PLC**, a public limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09928412, with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ (the "**Pledgee**").

### Recitals:

- (A) The Pledgor is the shareholder of business shares representing aggregately a 99.1366% share interest in BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o., a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the "**Company**"), with an aggregate share capital of EUR 347,500, whereas these business shares consist of the following: (i) business share No. 163233 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company (the "**Business Share 1**"); (ii) business share No. 163234 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company (the "**Business Share 2**"); (iii) business share No. 163235 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company (the "**Business Share 3**"); (iv) business share No. 163237 in the nominal amount of EUR 20,000, representing 5.7554% in the share capital of the Company (the "**Business Share 4**"); (v) business share No. 163238 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company (the "**Business Share 5**"); (vi) business share No. 163239 in the nominal amount of EUR 15,000, representing 4.3165% in the share capital of the Company (the "**Business Share 6**"); (vii) business share No. 163240 in the nominal amount of EUR 500, representing 0.1439% in the share capital of the Company (the "**Business Share 7**"); (viii) business share No. 163241 in the nominal amount of EUR 15,000, representing 4.3165% in the share capital of the Company (the "**Business Share 8**"); (ix) business share No. 163243 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company (the "**Business Share 9**"); (x) business share No. 163245 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company (the "**Business Share 10**"); (xi) business share No. 163246 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company (the "**Business Share 11**"); (xii) business share No. 227155 in the nominal amount of EUR 25,000, representing 7.1942% in the share capital of the Company (the "**Business Share 12**"); (xiii) business share No. 227156 in the nominal amount of EUR 25,000, representing 7.1942% in the

share capital of the Company (the "**Business Share 13**"); (xiv) business share No. 227157 in the nominal amount of EUR 3,750, representing 1.0791% in the share capital of the Company (the "**Business Share 14**"); (xv) business share No. 227158 in the nominal amount of EUR 71,250, representing 20.5036% in the share capital of the Company (the "**Business Share 15**"); (xvi) business share No. 227159 in the nominal amount of EUR 3,750, representing 1.0791% in the share capital of the Company (the "**Business Share 16**"); and (xvii) business share No. 227160 in the nominal amount of EUR 71,250, representing 20.5036% in the share capital of the Company; (the "**Business Share 17**", and together with the Business Share 1 to Business Share 16, the "**Existing Shares**").

- (B) Pursuant to the Facility Agreement (as defined below), the Pledgee made available to the Original Borrower a revolving loan facility in an aggregate amount equal of GBP 20,000,000.
- (C) It is a condition precedent under clause 4 (*Conditions of Utilisation*) of the Facility Agreement in relation to Part 1 of Schedule 2 thereto (*Conditions Precedent*), that the Pledgor and the Pledgee enter into this Agreement.
- (D) The Pledgor wishes to pledge for the purpose of security to the Pledgee the Shares as defined herein and the Pledgee wishes to accept such pledge on the terms of this Agreement.
- (E) The Facility Agreement shall be kept separately by the notary as part of SCHEDULE 4.

**It is hereby agreed as follows:**

## **1. DEFINITIONS**

- 1.1 Unless otherwise defined herein and unless the context otherwise requires in this Agreement:

<b>Term</b>	<b>Definition</b>
<b>Agreement</b>	means this share pledge agreement, together with its Schedules, as amended or supplemented from time to time.
<b>Ancillary Rights</b>	means, in relation to the Shares: <ul style="list-style-type: none"><li>(a) any present and future right to receive Distributions;</li><li>(b) any present and future right to increase the nominal amount of the share interest ("<i>povečanje osnovnega kapitala</i>") in the Company; and</li></ul>

(c) any other monetary rights of the Pledgor as a shareholder of the Company.

***Business Day***

means a day (other than Saturday or Sunday) on which banks are open for general business in Ljubljana, Slovenia and Birmingham, United Kingdom.

***Business Register***

means the central database, kept and managed by the Agency of the Republic of Slovenia for Public Legal Records and Related Services (*AJPES*), containing information about all business entities involved in a profit or non-profit activity having their principal place of business located on the territory of the Republic of Slovenia, as well as information on their subsidiaries and other divisions of business entities performing business activities in the territory of the Republic of Slovenia.

***Business Share 1***

has the meaning set forth in Recital (A).

***Business Share 2***

has the meaning set forth in Recital (A).

***Business Share 3***

has the meaning set forth in Recital (A).

***Business Share 4***

has the meaning set forth in Recital (A).

***Business Share 5***

has the meaning set forth in Recital (A).

***Business Share 6***

has the meaning set forth in Recital (A).

***Business Share 7***

has the meaning set forth in Recital (A).

***Business Share 8***

has the meaning set forth in Recital (A).

***Business Share 9***

has the meaning set forth in Recital (A).

***Business Share 10***

has the meaning set forth in Recital (A).

***Business Share 11***

has the meaning set forth in Recital (A).

***Business Share 12***

has the meaning set forth in Recital (A).

***Business Share 13***

has the meaning set forth in Recital (A).

***Business Share 14***

has the meaning set forth in Recital (A).

<b><i>Business Share 15</i></b>	has the meaning set forth in Recital (A).
<b><i>Business Share 16</i></b>	has the meaning set forth in Recital (A).
<b><i>Business Share 17</i></b>	has the meaning set forth in Recital (A).
<b><i>Clause</i></b>	means a clause hereof.
<b><i>Code of Obligations</i></b>	means <i>Obligacijski zakonik</i> – OZ, Official Gazette of the Republic of Slovenia No. 83/2001, as amended.
<b><i>Company</i></b>	has the meaning set forth in Recital (A).
<b><i>Court Register</i></b>	means the public register of legal entities, as kept by the competent District Court of the Republic of Slovenia.
<b><i>Declared Default</i></b>	means an Event of Default which has resulted in the exercising any of its rights under clause [25.19] ( <i>Acceleration</i> ) of the Facility Agreement.
<b><i>Discharge Date</i></b>	means the date on which the earlier of the following occurs: (i) discharge by the Pledgor of all Secured Obligations or (ii) complete fulfilment of any and all Secured Obligations.
<b><i>Distributions</i></b>	means any payment of dividends (in cash or in kind), any payment in the course of a reduction of the Company's share capital (" <i>zmanjšanje osnovnega kapitala</i> "), any payment in the course of a liquidation of the Company, or any other distribution (in cash or in kind) to the Pledgor in its capacity as a shareholder of the Company.
<b><i>Encumbrances</i></b>	means any lien, charge, burden, restriction, pledge, security interest, option, pre-emption right, right of first refusal, lease or sublease, restrictive covenant or other restriction on use, disposal, easement, encroachment or encumbrance or any other legal instrument giving any third party any claim against the Shares or any right on it.
<b><i>Enforcement Act</i></b>	means <i>Zakon o izvršbi in zavarovanju</i> , Official Gazette of the Republic of Slovenia, No.: 51/98, as amended.

<b><i>Enforcement Notice</i></b>	has the meaning set forth in Clause 6.2.
<b><i>Event of Default</i></b>	means any event or circumstance specified as such in clause 25 ( <i>Events of Default</i> ) of the Facility Agreement.
<b><i>Existing Shares</i></b>	has the meaning set forth in Recital (A).
<b><i>Facility Agreement</i></b>	means the Revolving Credit Facility Agreement dated 19 October 2022, the subject of which is a revolving credit facility in an aggregate principal amount of GBP 20,000,000, concluded between, <i>among others</i> , the Pledgee as the Lender, Orbital Education Limited as Borrower, and certain other companies as the Original Guarantors.
<b><i>Facility</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Finance Document</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Future Shares</i></b>	means all additional shares in the share capital of the Company in whatever nominal value which the Pledgor may acquire in the future in the event of an increase of the capital ( <i>povečanje osnovnega kapitala</i> ) of the Company, in the event of a merger of the Company, in the event of a conversion of the Company, or otherwise based on and/or related to the Existing Shares, together with all Ancillary Rights and other claims associated with the Future Shares.
<b><i>Interest Period</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Notary Act</i></b>	means <i>Zakon o notariatu</i> , Official Gazette of the Republic of Slovenia, No. 13/94, as amended.
<b><i>Obligor</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Original Borrower</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Party, Parties</i></b>	means the Pledgee and the Pledgor.
<b><i>Pledge</i></b>	has the meaning set forth in Clause 3.1.
<b><i>Pledged Assets</i></b>	has the meaning set forth in Clause 3.1.



<b><i>Pledgee</i></b>	has the meaning set forth in point 2 of the list of the parties.
<b><i>Pledgor</i></b>	has the meaning set forth in point 1 of the list of the parties.
<b><i>Power of Attorney</i></b>	has the meaning set forth in Clause 6.9.
<b><i>Private Sale</i></b>	means a private sale of the Shares (or only a part thereof).
<b><i>Property Code</i></b>	means <i>Stvarnopravni zakonik – SPZ-1</i> , Official Gazette of the Republic of Slovenia, no.: 87/02, as amended.
<b><i>Proxy</i></b>	has the meaning set forth in Clause 5.3.
<b><i>Public Auction</i></b>	means a public auction of the Shares (or only a part thereof) in the course of an out of court sale.
<b><i>Recitals</i></b>	means the recitals hereof.
<b><i>Schedule</i></b>	means a schedule hereof, which shall form an integral part hereof.
<b><i>Secured Obligations</i></b>	means all present and future obligations and liabilities expressed to be due, owing or payable by any Obligor under the Facility Agreement including but not limited to those arising under or in connection with any of the Finance Documents (whether present or future, actual or contingent and whether incurred solely or jointly (or jointly and severally) with any other person).
<b><i>Shares</i></b>	mean the aggregate of the Existing Shares and any Future Shares.
<b><i>Transaction Security</i></b>	has the meaning given to it in the Facility Agreement.
<b><i>Transaction Documents</i></b>	<b><i>Security</i></b> has the meaning given to it in the Facility Agreement.

- 1.2 All other capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the respective meanings ascribed thereto in the Facility Agreement. The construction rules set out in clause 1.2 (*Construction*) of the

Facility Agreement shall apply to this Agreement, mutatis mutandis, as though they were set out in full in this Agreement.

- 1.3 In the event of any conflict between the terms of this Agreement and the Facility Agreement, the Facility Agreement shall prevail.

## **2. SECURED OBLIGATIONS**

- 2.1 The Pledge hereunder is constituted in order to secure the prompt and complete performance of any and all Secured Obligations.
- 2.2 The Pledge created hereunder shall remain in full force and effect as a continuing security for the Secured Obligations until the Discharge Date or any other express release granted by the Pledgee.
- 2.3 The Parties agree that in the case of a transfer or assignment of the Secured Obligations to a third party (whether such transfer or assignment shall qualify, under the applicable law as novation ("*novacija*"), transfer ("*prenos*"), assignment ("*odstop*"), or not), the Pledge hereunder shall not lapse but shall continue to secure such transferred or assigned or novated Secured Obligations.
- 2.4 Furthermore, the Parties agree that in case of a substitution of the Pledgor, in particular, but not limited to, the assumption of any of the Secured Obligations from the Pledgor or the transfer of any of the Secured Obligations from the Pledgor to another person ("*prevzem dolga*"), the Pledge hereunder shall not lapse but shall continue to secure such Secured Obligations in accordance with article 430 paragraph 1 of the Code of Obligations.
- 2.5 For avoidance of doubt, the Secured Obligations shall as of the date of this Agreement include in particular (but not limited to):
- the principal amount of the Facility of aggregately GBP 20,000,000 which shall be repaid in instalments in the amounts and on due dates as set out in clause 2 of the Facility Agreement;
  - with due date of each Loan falling on the last day of each Interest Period, and with a final due date falling on the third anniversary of the date of Facility Agreement (19 October 2025); or upon an acceleration of the Facility Agreement due to an Event of Default; and with other terms and conditions as in detail described in the Facility Agreement;
  - with contractual interest, where the rate of interest for each Interest Period (as defined in the Facility Agreement) is the percentage rate per annum which is the aggregate of (i) the Margin (as defined in the Facilities Agreement); and (ii) the Term Reference Rate (as defined in the Facility Agreement) or the Compounded Reference Rate for that day, as applicable, subject to Margin adjustments as set-out in Clause 8 of the Facility Agreement;
  - with default interest from the due date up to the date of actual payment (both

before and after judgment) of any of the Secured Liabilities, at a rate which, subject to Clause 11.4.2 of the Facility Agreement is 1 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably);

- prepayment costs as defined and payable in accordance with clause 8 (*Illegality, Voluntary Prepayment and Cancellation*) of the Facility Agreement;
- Fees as defined and payable in accordance with clause 14 (*Fees*) of the Facility Agreement;
- Taxes and Indemnities as defined and payable in accordance with clause 15 (*Tax Gross-up and Indemnities*) of the Facility Agreement;
- Increased Costs as defined and payable in accordance with clause 16 (*Increased Costs*) of the Facility Agreement;
- Indemnities as defined and payable in accordance with clause 17 (*Other Indemnities*) of the Facility Agreement;
- Costs and Expenses as defined and payable in accordance with clause 19 (*Costs and Expenses*) of the Facility Agreement, and any other charges, commissions, costs and payment obligations being due by or that will be owed by the Original Borrower or Assignor to the Assignee under or in connection with the Facility Agreement; and
- any enforcement cost and procedural default interest.

### 3. PLEDGE

- 3.1 As continuing security for the payment, discharge and performance of all Secured Obligations at any time owed or due, the Pledgor grants in favour of the Pledgee the first ranking pledge (the "**Pledge**") over the Shares and, to the extent possible under Slovenian mandatory law, any Ancillary Rights (the "**Pledged Assets**") and the Pledgee accepts the Pledge.
- 3.2 The Pledge shall rank ahead of any other Security or third-party rights created in the future in or over the Pledged Assets. The validity and effectiveness of the Pledge shall be independent from the validity and effectiveness of any other security created under the Facility Agreement.
- 3.3 The Pledge shall not be discharged or impaired by:
- (a) the dealing with, existence or validity of any other security taken by the Pledgee under the Facility Agreement, or any release of any such security;

- (b) any enforcement of or failure to take, perfect or enforce any such security taken the Pledgee under the Facility Agreement;
- (c) any amendment, supplementation, modification or novation ("*novacija*") of any Facility Agreement.

#### **4. PERFECTION OF THE PLEDGE AND FURTHER SECURITY**

- 4.1 The Pledge over the Existing Shares and the Pledged Assets is perfected when the Pledge over the Existing Shares is registered with the Business Register and the Court Register in favour of the Pledgee. The Pledgor explicitly agrees to and the Parties hereby jointly instruct the public notary to file for (i) registration of the Pledge over the Existing Shares and (ii) the annotation of prohibition of disposal and encumbrance of the Existing Shares with the Slovenian Business Register and the Court Register.
- 4.2 The Pledgor shall promptly but in no event later than within five (5) Business Days after the date of signing of this Agreement notify the Company of the Pledge by sending a notification in form and substance corresponding to SCHEDULE 3 (*Notice to the Company*) by registered mail with return receipt (*priporočeno s povratnico*) and scanned by email. The Pledgor shall use its reasonable efforts that the management of the Company promptly, however, at the latest within ten (10) Business Days after receipt of the notice in accordance with the previous sentence confirms receipt of such notification by way of countersigning it and returning it to the Pledgor by registered mail with return receipt (*priporočeno s povratnico*) and scanned by email.
- 4.3 With regard to any and all Future Shares acquired by the Pledgor, the Pledgor will promptly after the acquisition of such Future Shares ensure perfection of the Pledge over the Future Shares in a manner as prescribed under Clause 4.1.
- 4.4 In case of a conversion of the Company, or a merger or demerger of the Company, or any other form of reorganisation and/or restructuring, the shares held by the Pledgor in any successor company shall also be covered by the Pledge established under this Agreement. If required by law, the Pledgor shall take all steps to effectuate and perfect such pledge including the execution and effectuation of a new pledge in the same rank. To that end, the Pledgor shall provide the Pledgee with all documents reasonably required by the Pledgee including drafts of the merger and/or conversion and/or reorganisation and/or restructuring documents in advance.

#### **5. RIGHTS ACCOMPANYING THE PLEDGE**

- 5.1 Unless and until the occurrence of a Declared Default, the Pledgor shall be entitled:
  - (a) to exercise any voting rights attached to the Shares (but only in such manner set out in this Agreement); and
  - (b) to Distributions to the extent permitted by the Facility Agreement.

- 5.2 Prior to the occurrence of the Declared Default, the voting and other rights attached to the Shares remain with the Pledgor. The Pledgor shall however not exercise such voting rights in any manner, which adversely affects the validity or enforceability of this Agreement or the Pledge or causes a breach of the Facility Agreement or any Finance Document.
- 5.3 At any time after the occurrence of a Declared Default and without any further consent or authority on part of the Pledgor, the Pledgee may exercise at its sole discretion (in the name of the Pledgor or otherwise) any voting rights and/or other powers or shareholder rights in respect of the Shares. For the purposes of giving effect to this, on the date of signing of this Agreement, the Pledgor shall issue a special power of attorney in the form of notarial deed and content as provided in SCHEDULE 1 (the "**Proxy**") for the purpose of exercising any voting rights and/or other powers or shareholder rights in respect of the Shares by the Pledgee (or any person nominated by the Pledgee), and deliver it to the Pledgee (or any person nominated by the Pledgee). The Proxy shall become effective upon a Declared Default. At any time after the occurrence of a Declared Default, the Pledgor shall deliver to the Pledgee (if applicable) the book of resolutions of the Company upon the Pledgee's first demand. If the Pledgee exercises any powers or rights granted under the Proxy, the Pledgee will give notice of the same to the Pledgor as soon as practicable. Such powers and rights granted under the Proxy are for the sole benefit of the Pledgee and shall create no liability of the Pledgee whatsoever when exercising such powers or rights granted under the Proxy. Notwithstanding the foregoing, if all Declared Defaults have been waived or remedied, the Pledgor shall promptly regain the right to vote.
- 5.4 The Pledgor shall allow, following the occurrence of a Declared Default, the Pledgee or, as the case may be, its proxy or any other person designated by the Pledgee to participate in all shareholders' meetings of the Company. The Pledgee's (or, as applicable, its designee's) right to attend all shareholders' meetings shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations, or upon a remedy or waiver of all Declared Defaults.
- 5.5 At any time after the occurrence of the Declared Default, all Distributions shall be paid directly to the Pledgee and the Pledgor shall deliver to the Pledgee any Distributions it has received or has become entitled to receive since the occurrence of a Declared Default. Notwithstanding the foregoing, if all Declared Defaults have been waived or remedied, the Pledgor shall promptly regain the right to receive Distributions.

## **6. ENFORCEMENT OF PLEDGE**

- 6.1 The Pledgee and the Pledgor agree that after the occurrence of a Declared Default, the Pledgee is entitled to realize the Pledge by selling the Shares either through a court sale (if needed, with primarily obtaining the enforcement title in civil proceeding), or through an out-of-court sale in accordance with Article 167 of the Property Code and avail itself of any and all rights and remedies that a Pledgee has under the laws of Slovenia upon the Pledgor defaulting on the Secured Obligations.

- 6.2 In case of an out-of-court sale, the Pledgee may sell the Shares at a Public Auction or in a (if available under the law) Private Sale pursuant to Article 167(2) of the Property Code. The Pledgee is obliged to request in writing that the Pledgor meets its respective undue Secured Obligations within eight (8) Business Days of service of such request, and shall inform the Pledgor in such request that a Public Auction or a Private Sale will take place if the relevant Secured Obligations are not performed in full ("**Enforcement Notice**"). The Public Auction may take place at any place in Slovenia. Costs of the Public Auction or the Private Sale shall be covered by the proceeds from the sale of the Shares.
- 6.3 The Pledgor herewith expressly waives any pre-emptive rights, any rights of first refusal, option rights, consent requirements and any other rights which it might now or in the future have with respect to the Shares, so that any enforcement of the Pledge may occur freely and without restrictions.
- 6.4 Within a period of at least two (2) weeks from the date of service of the Enforcement Notice to the Pledgor, the Pledgee shall inform the Pledgor of the terms and conditions, place, time and the Pledgee's instructions for the Public Auction or the Private Sale. The price shall be paid by the purchaser within a period of 10 days from the date of Public Auction or a Private Sale. The Pledgor, the Pledgee or their affiliates are entitled to participate in a Public Auction. The Public Auction shall be made with the diligence usual for a bank as pledgee.
- 6.5 The Pledgor may before the start of the Public Auction or Private Sale notify the Pledgee of potential *bona-fide* purchasers willing to acquire the Shares. A *bona-fide* purchaser shall only be a person that is able to pay the full price of the Shares immediately in cash. For the sake of clarity, the Pledgee may at its own discretion accept or reject the potential *bona-fide* purchaser offer(s). There is no obligation to accept the potential *bona-fide* purchaser offer(s) provided that the Public Auction or the Private Sale has started or if the Pledgee has already concluded legally binding agreements or other legal commitments with any other potential purchaser.
- 6.6 The Pledgor irrevocably authorises and empowers the Pledgee to demand and apply for a Public Auction or the Private Sale in the name of the Pledgor and to take all steps necessary to effect such a realization. In the event of a Public Auction or a Private Sale, the Pledgor hereby grants to the Pledgee a power of attorney in the form of a notarial deed, which the Pledgee may only use after the occurrence of a Declared Default, to sign and execute on its behalf a notarial deed on the transfer, in full or in part, of the Shares to one or several purchaser(s) of such Shares in the Public Auction or the Private Sale at a price determined on such occasion, to sign all documents and make all legally binding declarations related thereto, in particular to sign one or more assignment or transfer deeds in the form of a notarial deed, also in the form of an offer and acceptance deed, to receive the transfer price on the Pledgor's behalf and to determine all conditions of such agreements.
- 6.7 The Pledgor herewith grants its express irrevocable consent that in case of the occurrence of a Declared Default, the Pledgee shall be entitled to collect from the Company on behalf

of the Pledgor – without any further consent, judgement or any other legal court action – payments relating to Disbursements by simple notification to the Company.

- 6.8 The Pledgor as owner of the Existing Shares in the Company herewith irrevocably consents to the transfer of the Shares or any part thereof to any third party in accordance with the provisions of this Agreement. The Pledgor hereby unconditionally covenants to the Pledgee that it will not revoke any power of attorney provided hereunder.
- 6.9 To evidence and detail the above power of attorney in a separate document, the Pledgor hereby undertakes to grant (if applicable via its attorneys) to the Pledgee a power of attorney in form of a notarial deed and substance attached hereto as SCHEDULE 2 ("**Power of Attorney**"), which the Pledgee may only use after the occurrence of a Declared Default.
- 6.10 Subject to the provisions of the Facility Agreement, in the event of the enforcement of the Pledge, no rights of the Pledgee shall pass to the Pledgor by subrogation or otherwise unless and until all of the Secured Obligations have been satisfied and discharged finally and in full by application of the proceeds resulting from the enforcement of Pledge or otherwise. Until then, the Pledgee shall be entitled to treat all enforcement proceeds as additional collateral for the Secured Obligations or to seek satisfaction from such proceeds at any time.
- 6.11 All moneys received by the Pledgee under or by virtue of this Agreement after the occurrence of a Declared Default shall be applied in accordance with the Facility Agreement. The Pledgee is not bound to adhere to the provisions of Article 288 of the Slovenian Code of Obligations. Any surplus of money received by the Pledgee from the enforcement of the Pledge that is above the amount of the Secured Obligations shall be remitted immediately to the Pledgor. The Pledgee shall notify the Pledgor of the amount of any proceeds it receives from the enforcement of the Pledge.
- 6.12 The Pledgor irrevocably and unconditionally waives, to the extent legally permissible under applicable laws, (i) any right to avoid or set aside this Agreement and (ii) its right of set-off.
- 6.13 The Pledgee may delegate by power of attorney ("*pooblastilo*"), or in any other manner, any right or discretion exercisable by the Pledgee hereunder to a third party. Any such delegation may be made upon such terms and conditions (including by a power to sub-delegate) as the Pledgee deems appropriate.

## 7. RELEASE OF PLEDGE

- 7.1 Upon irrevocable payment in full of, and complete discharge of, all Secured Obligations and provided that the Pledgor is not under any commitment, obligation or liability of any kind (present or future, actual or contingent) in relation to any Facility Agreement, the Pledgee shall, without undue delay upon the request and at the cost and expense of the Pledgor, release the Pledge by issuing a release letter in the form and content satisfactory for the purposes of deletion of the Pledge registered pursuant to Clause 4.1 and shall

return the Proxy and Power of Attorney provided to the Pledgee and thereby release the Pledge, whereby such powers of attorneys shall cease to have effect from the moment of release of the Pledge, provided that where such release is made on the faith of any payment, security or other disposition which is voidable ("*ničen*") or must be repaid on bankruptcy, liquidation or otherwise, the Pledge and this Agreement shall continue as if there had been no such release under this Clause 7 and the Pledgor shall perform all actions reasonably requested by the Pledgor to reinstate the Pledge.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR**

8.1 Without prejudice and in addition to any representations and warranties made in the Finance Documents, the Pledgor hereby represents and warrants as an independent guarantee to the Pledgee that at the date hereof:

- (a) the conclusion of this Agreement is not in contravention of the articles of association ("*akt o ustanovitvi*") or any bylaws of the Company, and the articles of association ("*akt o ustanovitvi*") of the Company do not contain any restrictions (i) on the sale and/or transfer of the Shares or (ii) on the permissibility of the Pledgor to create the Pledge which would prevent or hinder enforcement of this Agreement and the Pledge created hereunder;
- (b) the Company is a limited liability company, duly incorporated and validly existing and neither insolvent nor subject to any composition, reorganisation or bankruptcy proceedings, including but not limited to a mandatory court settlement, involuntary court liquidation, any voluntary winding-up procedure, such as a voluntary liquidation;
- (c) the Existing Shares represent 99.1366% of the total nominal capital of the Company;
- (d) the Pledgor is the sole legal and beneficial owner of the Existing Shares, free from the Encumbrances, and no person save the Pledgor has any right or interest of any sort whatsoever in or to the Existing Shares or the Pledged Assets;
- (e) the Pledgor's ownership of the Existing Shares is registered with the Court Register;
- (f) the Pledge created hereunder is a first ranking pledge over the Shares;
- (g) after creation of the Pledge, the Pledgor shall not establish any *in rem* security or other Encumbrances on the Existing Shares and Pledged Assets or allow the Encumbrances on the Existing Shares and Pledged Assets, except the Pledge and save for Encumbrances created by operation of the law, for the creation of which the Pledgor had no control; and
- (h) the Existing Shares have been duly and validly issued and are paid-in and the Future Shares, if any, will be fully paid-in.



## **9. COVENANTS**

9.1 Without prejudice to and in addition to any covenants made in the Facility Agreement, the Pledgor hereby unconditionally undertakes to the Pledgee that during the term of this Agreement:

- (a) it will not transfer any part of the Pledged Assets including the Shares nor offer any new shares in the Company to a third party, and it shall promptly notify the Pledgee of any change in the shareholders in or capital structure of the Company;
- (b) it will not create or attempt to create any security, Encumbrances or third party right in the Shares, other than the security created pursuant to this Agreement;
- (c) it shall refrain from any acts or omissions under, including the assertion of any rights, or amendments or addendums to, the articles of association of the Company, the purpose or effect of which is likely to be, or would be, that the Shares cease to exist or are encumbered in any way other than as a consequence of or in accordance with this Agreement; and
- (d) it shall keep the Pledgee informed of the existence and progress of any action or proceeding against the Pledgor in respect of the Shares or this Agreement.
- (e) it shall keep the Pledgee informed of any decision of the Pledgor as the sole shareholder of the Company, if these will have an impact on the rights of the Pledgee arising from this Agreement, including amendments of the Company's articles of association (for avoidance of doubt if these have an impact on the rights of the Pledgee arising from this Agreement), increase or decrease of the Company's share capital, changes of information of the Company that are entered in Court Register or Business Register, or conversion of the Company, liquidation, merger, division or reorganisation of the Company, or transfer and encumbrance of the Company's assets (for avoidance of doubt, if these will have an impact on the rights of the Pledgee arising from this Agreement).

## **10. DURATION**

10.1 This Agreement shall terminate on the Discharge Date. The Pledge shall not cease to exist if the Pledgee has only temporarily discharged the Secured Obligations.

10.2 This Agreement shall create a continuing security until the Discharge Date, which means that no change, amendment, supplement or novation whatsoever of the Secured Obligations and/or in the Finance Documents or in any document or agreement related to the Secured Obligations (except this Agreement) shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant hereto.

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

**11. COSTS AND EXPENSES**

- 11.1 The Parties hereto agree that the Pledgee shall be entitled to reimbursement of its costs and expenses incurred in relation to granting and/or enforcement of the Pledge. For the avoidance of doubt, such repayment obligation shall form part of the Secured Obligations.

**12. PARTIAL INVALIDITY; WAIVER**

- 12.1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the Parties and the invalid, illegal or unenforceable provision.
- 12.2 In particular, the Pledge shall not be affected and shall in any event extend to any and all Shares in the Company even if the number or nominal value of the Existing Shares or the aggregate share capital of the Company as stated in this Agreement are inaccurate or deviate from the actual facts.
- 12.3 No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 12.4 The collateral constituted by this Agreement shall be cumulative, in addition to and independent of every other security which the Pledgee may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law.

**13. AMENDMENTS**

- 13.1 Any amendments, restatements, changes, variations or waivers to this Agreement may be made only with the agreement of Parties in writing, and if so required under the law, in the form of a notarial deed.

**14. ASSIGNMENT**

- 14.1 This Agreement shall be binding upon, and inure to, the benefit of the Parties and their respective successors and permitted assigns. The Pledgor shall not be entitled to assign or transfer its rights and obligations hereunder. The Pledgee may at any time in accordance with the provisions of Facility Agreement assign or transfer all or any of its rights, benefits and obligations under this Agreement. Upon the Pledgee notifying the Pledgor of such assignment or transfer, the Pledgor shall take such actions and execute such instruments as may reasonably be required to give full legal effect to such assignment.

**15. NOTICES**

- 15.1 All notices, requests, demands to or upon the Pledgee or the Pledgor hereunder shall be effected in the manner provided for in clause 32 (*Notices*) of the Facility Agreement.

**16. MISCELLANEOUS**

- 16.1 Any settlement or discharge between the Pledgor and the Pledgee shall be conditional upon no security or payment to the Pledgee by the Pledgor being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency, and accordingly the Pledgee shall be entitled to recover from the Pledgor that security or the amount of any such payment as if that settlement or discharge had not occurred.
- 16.2 This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Pledgee; and references to the Pledgee shall include any assignee or successor in title of the Pledgee and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Pledgee under this Agreement or to which, under such laws, those rights and obligations have been transferred.
- 16.3 This Agreement has been negotiated in the English language.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement shall be governed by, and shall be construed in accordance with laws of the Republic of Slovenia without giving effect to any statutory conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Republic of Slovenia.
- 17.2 Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity, interpretation, execution, breach or termination of this Agreement or the consequences of its nullity) shall be exclusively subject to the jurisdiction of the competent court in Ljubljana, Slovenia. This is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

[The execution page is following on next page.]

EXECUTION PAGE

ORBITAL BALKANS LIMITED

as the Pledgee

\_\_\_\_\_  
represented by attorney-at-law ●

HSBC UK BANK PLC

as the Pledgee

\_\_\_\_\_  
at-law ●

**SCHEDULE 1**  
**SPECIAL POWER OF ATTORNEY FOR VOTING**

**POSEBNO POOBLASTILO**

**SPECIAL POWER  
OF ATTORNEY**

**ORBITAL BALKANS LIMITED**, družba z omejeno odgovornostjo (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09304303, s poslovnim naslovom Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, Združeno kraljestvo ("**Zastavitelj**"),

**ORBITAL BALKANS LIMITED**, a private limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09304303, with registered address Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the "**Pledgor**"),

podeljuje pooblastilo

herewith authorizes

družbi **HSBC UK BANK PLC**, delniški družbi (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09928412, s poslovnim naslovom 1 Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ ("**Zastavni upnik**" ali "**Pooblaščenec**"),

**HSBC UK BANK PLC**, a public limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09928412, with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ,

1. da ga zastopa kot družbenika družbe **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, družbe z omejeno odgovornostjo, ustanovljene in delujoče v skladu s pravom Slovenije, s poslovnim naslovom Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče in z matično številko 2343495000 ("**Družba**"), na skupščinah družbenikov Družbe in pri pisnem sklepanju družbenikov ter da v njegovem imenu izvršuje glasovalno pravico, in sicer tudi v primeru odločanja o spremembah in dopolnitvah akta o ustanovitvi; in

1. to represent it as shareholder of the company **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the "**Company**") at shareholders' meetings of the Company and when taking written shareholder resolutions, and to exercise the voting right on its behalf, including when resolving upon changes and amendments to the articles of association; and

2. da v povezavi z opravili iz točke 1. izvede vse ukrepe, daje in sprejema izjave volje, podpisuje dokumente, ki morajo bodisi biti overjeni ali ne, pripravlja dokumente za podpis v obliki notarskega zapisa ali notarskega zapisnika ali drugega tujega zapisa s strani tujega notarja.

3. Pooblaščenec lahko to pooblastilo v celoti ali delno prenese na tretje osebe.

4. Za to pooblastilo velja slovensko pravo.

5. To pooblastilo stopi v veljavo v primeru Dogodka izvršitve (kakor je ta opredeljen v Pogodbi o zastavi poslovnih deležev, sklenjeni med Zastaviteljem in Zastavnim upnikom dne 19. oktobra 2022).

  
● Zastavil

ORBITAL BALKANS LIMITED

2. in connection therewith to undertake all other actions, to issue and receive statements, to sign with and without notarization and to set up documents in the form of a notarial deed or another equivalent foreign recording by a foreign notary.

3. The Proxy is authorized to delegate in full or in part this power of attorney to third persons.

4. This power of attorney is governed by Slovenian law.

5. This power of attorney becomes effective upon the occurrence of a Declared Default (as defined in the Share Pledge Agreement entered into between the Pledgor and the Pledgee on 19 October 2022).

**SCHEDULE 2**  
**SPECIAL POWER OF ATTORNEY FOR SHARE TRANSFER**

**POSEBNO POOBLASTILO**

**SPECIAL POWER  
OF ATTORNEY**

**ORBITAL BALKANS LIMITED**, družba z omejeno odgovornostjo (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09304303, s poslovnim naslovom Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, Združeno kraljestvo ("**Zastavitelj**"),

**ORBITAL BALKANS LIMITED**, a private limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09304303, with registered address Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the "**Pledgor**"),

podeljuje pooblastilo

herewith authorizes

družbi **HSBC UK BANK PLC**, delniški družbi (*public limited company*), ustanovljeni in delujoči v skladu s pravom Anglije in Walesa, registrirani v registru družb Anglije in Walesa pod registrsko številko 09928412, s poslovnim naslovom 1 Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ ("**Zastavni upnik**" ali "**Pooblaščenec**"),

**HSBC UK BANK PLC**, a public limited company duly established and validly existing under the laws of England and Wales, registered in the Registrar of Companies for England and Wales under registration number 09928412, with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ,

1. da v njenem imenu in na njen račun prenese njene poslovne deleže v družbi **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, družbe z omejeno odgovornostjo, ustanovljene in delujoče v skladu s pravom Slovenije, s poslovnim naslovom Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče in z matično številko 2343495000 ("**Družba**") v celoti ali deloma na eno ali več tretjih oseb, kakor tudi za podpis vseh s tem povezanih dokumentov, kakor tudi za podajanje drugačnih izjav volje, in posebej za podpis enega ali več notarskih zapisov, - tudi v obliki dajanja ali sprejema ponudbe -, da določi primerno ceno za prenos ali način določitve take cene, in da določi vse

1. to transfer in its name and on its account its shares in **BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o.**, a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the "**Company**"), in whole or in part to one or more other persons, as well as to sign all documents related thereto as well as to give other expressions and declarations of will, in particular to draw up one or more notarized transfer agreements - also in the form of offer and acceptance -, to set the respective transfer price or the method of

dodatne določbe omenjenih sporazumov o prenosu poslovnega deleža in

calculation of the transfer price, and to determine all remaining provisions of these transfer agreements in

2. da izvede vse ukrepe v povezavi z opravili iz točke 1., daje in sprejema izjave volje, podpisuje dokumente, ki morajo bodisi biti overjeni ali ne, pripravlja dokumente za podpis v obliki notarskega zapisa ali notarskega zapisnika ali drugega tujega zapisa s strani tujega notarja.

2. to undertake all other actions in connection with the activity mentioned in point 1., to issue and receive statements, to sign with and without notarization and to set up documents in the form of a notarial deed or another equivalent foreign recording by a foreign notary public.

3. Pooblaščenec lahko to pooblastilo v celoti ali delno prenese na tretje osebe.

3. The Proxy is authorized to delegate in full or in part this power of attorney to third persons.

4. Za to pooblastilo velja slovensko pravo.

4. This power of attorney is governed by Slovenian law.

5. To pooblastilo stopi v veljavo v primeru Dogodka izvršitve (kakor je ta opredeljen v Pogodbi o zastavi poslovnih deležev, sklenjeni med Zastaviteljem in Pooblaščencem dne 19. oktobra 2022).

5. This power of attorney becomes effective upon the occurrence of a Declared Default (as defined in the Share Pledge Agreement entered into between Pledgor and the Proxy on 19 October 2022).

● za/to

ORBITAL BALKANS LIMITED



**SCHEDULE 3  
NOTICE TO THE COMPANY**

**Obvestilo Družbi**

**Notice to the Company**

**S PRIPOROČENO POŠTO**

**BY REGISTERED MAIL**

Vnaprej po elektronski pošti

In advance by email

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI  
d.o.o.

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI  
d.o.o.

V roke: Direktor(ju)

Attention: Managing Director[s]

Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče

Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče

Kopija (po elektronski pošti) za

Copy (by email) to

HSBC UK BANK PLC

HSBC UK BANK PLC

1 Centenary Square, Birmingham,  
United Kingdom, B1 1HQ

1 Centenary Square, Birmingham,  
United Kingdom, B1 1HQ

**Obvestilo o Zastavi**

**Notification of Pledge**

Spoštovani,

Dear Sirs,

V naši vlogi družbenika družbe BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. ("**Družba**") vas obveščamo o sledečem:

In our capacity as the sole shareholder of BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. (the "**Company**") we hereby notify you that:

**a)** da so bili vsi naši poslovni deleži v Družbi, obstoječi na dan tega obvestila, in vsi bodoči poslovni deleži v Družbi, ki jih pridobimo ali jih imamo pravico pridobiti kadarkoli po datumu tega obvestila (zlasti na podlagi povečanja osnovnega kapitala, statusnih sprememb in podobno) ("**Poslovni Deleži**"),

**a)** all of our business shares in the Company existing as of the date hereof; and any future business shares in the Company which we acquire or are entitled to at any time or from time to time after the date hereof (in particular on the basis of a capital increase or statutory changes or similar) ("**Shares**");

**b)** da so bile vse stranske pravice k Poslovnim Deležem, zlasti pravica do razdelitve dobička, dividend, razdelitve zneskov zaradi zmanjšanja osnovnega kapitala, terjatve iz naslova likvidacije, prihodki, terjatve za povračilo vložkov in/ali naknadnih vplačil, ki so kadarkoli nastale ("**Stranske pravice**");

**b)** all of our ancillary rights pertaining to the Shares, in particular rights to dividends, distributions, distributions resulting from a share capital decrease, claims to liquidation proceeds, claims for repayment of initial capital contributions and/or additional contributions from time to time accruing (the

**"Ancillary Rights");**

bile z naše strani zastavljene v korist HSBC UK BANK PLC ("**Zastavni upnik**") (in takšna zastava, "**Zastava**").

have been pledged by us to HSBC UK BANK PLC (the "**Pledgee**") (and such pledge, the "**Pledge**").

V naši vlogi družbenika Družbe vam dajemo naslednja navodila:

In our capacity as the shareholder of the Company we hereby instruct you that:

**a)** ob prejemu obvestila s strani Zastavnega upnika, da je nastopil Dogodek izvršitve, ne razpolagate z in nam ne izplačate katerih koli zneskov v povezavi s Stranskimi pravicami, zlasti nam ne smete izplačati kakšnih koli dividend;

**a)** upon receipt of a notice by the Pledgee that a Declared Default has occurred not to dispose over and not to pay any amounts payable in respect of the Ancillary Rights, in particular not to transfer any cash dividends to us;

**b)** ob prejemu obvestila s strani Zastavnega upnika, da je nastopil Dogodek izvršitve, da pravočasno izplačate vse dividende in zneske Stranskih pravic in druge zneske, ki se plačujejo v povezavi s Poslovnimi deleži, Zastavnemu upniku in

**b)** upon receipt of a notice by the Pledgee that a Declared Default has occurred to deliver promptly all dividends, payments in respect of Ancillary Rights and other amounts payable in respect of the Shares to the Pledgee;

**c)** ob nastopu Dogodka izvršitve je Zastavni upnik sklicati skupščino Družbe in nas zastopati na skupščini Družbe in izvrševati glasovalne pravice (tudi pisno, v obliki sklepov) v našem imenu in za naš račun kot se Zastavnemu upniku po lastnem preudarku zdi primerno.

**c)** following the Declared Default the Pledgee is entitled to call shareholders' meetings of the Company and to represent us in shareholders' meetings of the Company and to exercise the voting rights (also in the context of resolutions in writing) as the Pledgee in its sole discretion deems fit in our name and on our behalf.

Navodila iz tega obvestila se ne morejo odpovedati ali spremeniti drugače kot pisno in s podpisom Zastavnega upnika.

The instructions contained in this letter may not be revoked or changed other than in writing and duly countersigned by the Pledgee.

Prosimo vas, da potrdite prejem in potrditev zgornjega z vrnitvijo podpisane kopije tega obvestila Zastavnemu upniku na zgornji naslov in nam.

We kindly request that you confirm your receipt and acknowledgement of the above by returning a signed copy of this notification to the Pledgee at the above address, and ourselves.

Lep pozdrav,

Yours sincerely,

Orbital

Or

---

Ime z velikimi tiskanimi črkami:

---

Name in capital letters:

Potrjujemo Zastavo v korist HSBC UK BANK PLC, in potrjujemo, da bomo ravnali v skladu z navodili Zastavitelja iz zgornjega obvestila.

We acknowledge the Pledge to HSBC UK BANK PLC, and undertake to proceed in accordance with the instructions by the Pledgor as set out in the above notice.

Potrjeno in dogovorjeno v \_\_\_\_\_, dne \_\_\_\_\_:

Acknowledged and agreed in \_\_\_\_\_, on \_\_\_\_\_:

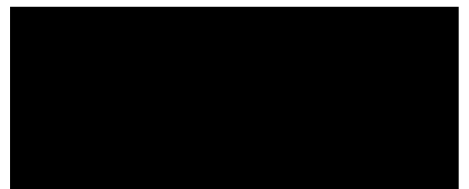
BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI

Ime z velikimi tiskanimi črkami:

BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI

Name in capital letters:

**SCHEDULE 4**  
**FACILITY AGREEMENT – TO BE KEPT SEPARATELY BY THE NOTARY**

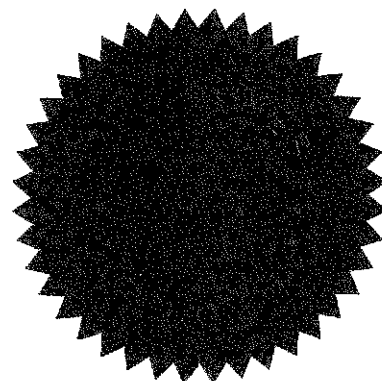


**I JOHN RICKARD GOWER-JONES** Notary Public, practising in Hale Altrincham in the County of Greater Manchester in the United Kingdom **DO HEREBY CERTIFY** that the attached Power of Attorney dated 19<sup>th</sup> August 2022 has been signed by **KEVIN JOSEPH MCNEANY** (identified by production of his current UK passport number [REDACTED]).

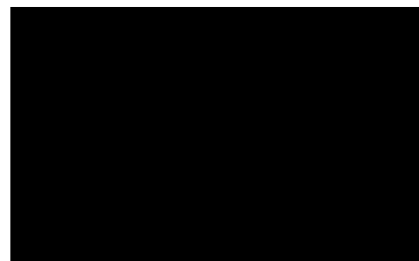
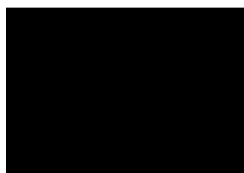
**IN TESTIMONY** whereof I have hereunto subscribed my name and affixed my seal of office this 24th day of August 2022



[REDACTED]

NOTARY PUBLIC



**JOHN RICKARD GOWER-JONES**  
**NOTARY PUBLIC**  
**92 BANKHALL LANE**  
**HALE**  
**ALTRINCHAM**  
**CHESHIRE WA15 0LW**  
**UNITED KINGDOM**  
**TEL. +44 (0) 161 980 3143**  
**e-mail info@jgjnotary.co.uk**



APOSTILLE (Convention de La Haye du 5 octobre 1961)		
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland	
This public document Le présent acte public / El presente documento público		
2. Has been signed by a été signé par ha sido firmado por	John Rickard Gower-Jones	
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public	
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public	
Certified Attesté / Certificado		
5. at à / en	London	6. the le / el día 30 August 2022
7. by par / por	Her Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs	
8. Number sous no / bajo el numero	APO-4QJM-SC3N-NG01-VVF2	
9. Seal / stamp Sceau / timbre Sello / timbre		10. Signature Signature Firma P. Blay 

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If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

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## POWER OF ATTORNEY

**Kevin McNeany**

(name and surname), residing [REDACTED]  
director of company **ORBITAL BALKANS LIMITED**, with its registered office in UNITED KINGDOM,  
LANDMARK HOUSE, STATION ROAD CHEADLE HULME, CHEADLE, SK8 7BS CHEADLE, registration  
number: 06483814

authorise

**ATTORNEY-AT-LAW TOMAŽ ČAD**, Miklošičeva cesta 20, 1000 Ljubljana, Slovenia, registration  
1296027000

To conclude on my behalf as the director of ORBITAL BALKANS LIMITED the SHARE PLEDGE AGREEMENT in a form of notarial deed in front of Slovenian notary public.

SHARE PLEDGE AGREEMENT must be concluded in accordance with the Facility Agreement, on the basis of which HSBC UK BANK PLC gave the a revolving loan facility in an aggregate amount equal of GBP 20,000,000 to ORBITAL EDUCATION LIMITED. It is a condition precedent under the Facility Agreement, that the ORBITAL BALKANS LIMITED and the HSBC UK BANK PLC enter into the SHARE PLEDGE AGREEMENT.

The subject matter of the SHARE PLEDGE AGREEMENT is pledge of the business share by the shareholder ORBITAL BALKANS LIMITED in the amount of 99,1366 % in company BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. (eng. British International School Limited), with its registered office in Ljubljana, Slovenia, Cesta 24. junija 92, 1231 Ljubljana – Črnuče, registration number: 2343495000.

I specifically authorize ATTORNEY-AT-LAW TOMAŽ ČAD for the following tasks:

- To conclude SHARE PLEDGE AGREEMENT in a form of notarial deed in front of Slovenian notary public.

Power of Attorney is not transferable and is not limited in time.

Manchester (place), 19/08/2022 (date)

Authorised Signatories:

[REDACTED]

[REDACTED]

[REDACTED]

*[Prevod iz angleškega v slovenski jezik]*

Spodaj podpisani notar **JOHN RICKARD GOWER-JONES**, delujoč v kraju Hale Altrincham, v okraju Greater Manchester, Združeno kraljestvo, **POTRJUJEM**, da je priloženo pooblastilo z dne 19. avgusta 2022 podpisal **KEVIN JOSEPH MCNEANY** (ki je svojo istovetnost izkazal z veljavnim potnim listom ZK številka [REDACTED]).

**DA BI POTRDIL ZGORAJ NAVEDENO**, sem se spodaj podpisal in pritrdil notarski pečat tega 24. avgusta 2022.

*[podpis nečitljiv]*  
**NOTAR**

*[rdeč pečat]*

**JOHN RICKARD GOWER-JONES**

**NOTAR**

**92 BANKHALL LANE**

**HALE**

**ALTRINCHAM**

**CHESHIRE WA15 0LW**

**ZDRUŽENO KRALJESTVO**

**TEL.: +44 (0) 161 980 3143**

**E-poštni naslov: [info@jgnotary.co.uk](mailto:info@jgnotary.co.uk)**



<b>APOSTILLE</b> (Convention de la Haye du 5 octobre 1961)	
1. Država Združeno kraljestvo Velike Britanije in Severne Irske	
Da je ta javna listina	
2. podpisana od	John Rickard Gower-Jones
3. v svojstvu	Notar
4. opremljena z žigom/pečatom Zgoraj imenovani notar	
potrjuje	
5. v Londonu	6. dne 30. avgust 2022
7. (naziv organa oblasti) Glavni državni sekretar Njenega veličanstva za zunanje zadeve, zadeve Commonwealtha in razvoj	
8. pod št. APO-4QJM-SC3N-NG01-VVF2	
9. Žig/pečat:  <i>[okrogel žig Urada za zunanje zadeve, zadeve Commonwealtha in razvoj, London]</i>	10. Podpis P. Blay  <i>[podpis nečitljiv]</i>

Ta žig Apostille se ne uporablja v ZK in potrjuje le prisotnost podpisa, pečata ali žiga na priloženi javni listini ZK.  
Žigi Apostille, priloženi fotokopiranim in overenim listinam v ZK, potrjujejo podpis uradne osebe ZK, ki je pripravila overitev.  
Nikakor pa ne potrjujejo pristnosti podpisa na zvočni listini ali vsebini izvirnika.  
Če bo ta dokument predložen v državi, ki ni podpisnica Haške konvencije z dne 5. oktobra 1961, ga je treba predložiti na konzularni oddelček delegacije, ki zastopa omenjeno državo.  
Ta žig Apostille lahko preverite na [www.verifyapostille.service.gov.uk](http://www.verifyapostille.service.gov.uk)

## POOBLASTILO

Kevin McNeany (*ime in priimek*), stanujoč na naslovu [REDACTED], direktor družbe **ORBITAL BALKANS LIMITED**, s sedežem v ZDRUŽENEM KRALJESTVU, LANDMARK HOUSE, STATION ROAD CHEADLE HULME, CHEADLE, SK8 7BS CHEADLE, matična številka: 06483814,

pooblaščam

**ODVETNIKA TOMAŽA ČADA, Miklošičeva cesta 20, 1000 Ljubljana, Slovenija, matična številka 1296027000,**

da v mojem imenu, ki sem direktor družbe ORBITAL BALKANS LIMITED, sklene POGODBO O ZASTAVI POSLOVNEGA DELEŽA v obliki notarskega zapisa pred slovenskim notarjem.

POGODBA O ZASTAVI POSLOVNEGA DELEŽA mora biti sklenjena v skladu s kreditno pogodbo, na podlagi katere je HSBC UK BANK PLC dala obnovljivi kredit v skupnem znesku 20.000.000 GBP družbi ORBITAL EDUCATION LIMITED. Predpogoj po kreditni pogodbi je, da ORBITAL BALKANS LIMITED in HSBC UK BANK PLC skleneta POGODBO O ZASTAVI POSLOVNEGA DELEŽA.

Predmet POGODBE O ZASTAVI POSLOVNEGA DELEŽA je zastava poslovnega deleža družbenika ORBITAL BALKANS LIMITED v višini 99,1366 % v družbi BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o. (ang. British International School of Ljubljana Limited), s sedežem v Ljubljani, Slovenija, Cesta 24. junija 92, 1231 Ljubljana – Črnuče, matična številka: 2343495000.

ODVETNIKA TOMAŽA ČADA posebej pooblaščam za naslednja dejanja:

- da sklene POGODBO O ZASTAVI POSLOVNEGA DELEŽA v obliki notarskega zapisa pred slovenskim notarjem.

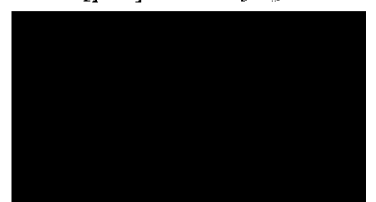
Pooblastilo ni prenosljivo in ni časovno omejeno.

Manchester (kraj), 19. 8. 2022 (datum)

Pooblaščeni podpisniki:

[podpis nečitljiv]

[podpis nečitljiv]



Spodaj podpisani Matej Hočevar, stalni sodni tolmač za angleški jezik, imenovan z odločbo Ministrstva za pravosodje Republike Slovenije v Ljubljani, št. 165-03-102/2003, 3. marca 2004, izjavljam, da se ta prevod popolnoma ujema z izvirnikom.

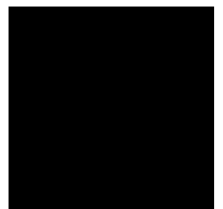
I, the undersigned Matej Hočevar, Permanent Court Interpreter for the English language, appointed by the Decree of the Ministry of Justice of the Republic of Slovenia in Ljubljana, No. 165-03-102/2003 of 3<sup>rd</sup> March 2004, hereby declare that the attached translation is correct and accurate to the best of my knowledge and belief and corresponds entirely to the original.

Ljubljana, 6. september 2022

OV št./Auth.no.: MH/2022-0998



A circular official stamp is partially visible behind the signature. The text in the stamp includes "TOLMAČ ZA ANG" and "HOČEVAR". A large black rectangular redaction box covers the lower portion of the signature and the stamp.



DE PINNA  
NOTARIES

I, **Martin Anthony CHARLTON**, Notary Public of the City of London, England, by Royal Authority duly admitted and sworn, practising in the said City,

**DO HEREBY CERTIFY AND ATTEST:**

**THAT** the hereunto annexed Power of Attorney has been signed and executed as a deed for and on behalf of the company styled "**HSBC UK BANK PLC**" (hereinafter the "**Company**") by **Nicola Suzanne BLACK**, whose identity I attest, an Attorney-in-fact of the said Company;

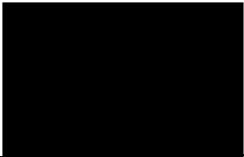
**THAT** the signature subscribed at foot of the said Power of Attorney is the genuine signature of the said **Nicola Suzanne BLACK**;



**THAT** the said **HSBC UK BANK PLC** is a public limited company duly incorporated and existing in accordance with the laws of England and Wales, registered at the Companies Registration Office for England and Wales under number **9928412** and with Registered Office at 1 Centenary Square, Birmingham B1 1HQ, England;

**THAT** the said **Nicola Suzanne BLACK** is duly authorised to execute the said Power of Attorney on behalf of the Company by virtue of a Power of Attorney granted in her favour by the Company on 27<sup>th</sup> August 2021, a copy of which has been produced to me;

**AND THAT** the said Power of Attorney, being so signed as a deed and attested, constitutes a legally valid and binding document in accordance with the laws of England and Wales;

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed my Seal of office in the City of London England, this fifteenth day of September in the year Two thousand and twenty-two.

  
**Martin Anthony CHARLTON**  
Notary Public of London, England

<b>APOSTILLE</b> (Convention de La Haye du 5 octobre 1961)	
<b>1. Country:</b> Pays / País:	United Kingdom of Great Britain and Northern Ireland
<b>This public document</b> Le présent acte public / El presente documento público	
<b>2. Has been signed by</b> a été signé par ha sido firmado por	Martin Anthony Charlton
<b>3. Acting in the capacity of</b> agissant en qualité de quien actúa en calidad de	Notary Public
<b>4. Bears the seal / stamp of</b> est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
<b>Certified</b> Attesté / Certificado	
<b>5. at</b> à / en	London
<b>6. the</b> le / el día	16 September 2022
<b>7. by</b> par / por	His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs
<b>8. Number</b> sous no / bajo el numero	APO-WYET-GAK7-SZ01-WIAQ
<b>9. Seal / stamp</b> Sceau / timbre Sello / timbre	
<b>10. Signature</b> Signature Firma	F. Mayle 

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If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

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## POWER OF ATTORNEY

**HSBC UK BANK PLC**, a public limited company under the laws of England and Wales, registered in the Registrar of Companies for England and Wales with registered address of 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ, under registration number 09928412 (the **Principal**), legally represented by **Nicola Suzanne Black** as authorized signatory,

authorizes:

attorneys-at-law Tjaša Lahovnik, Petra Jermol, Neja Nastran, Simon Tecco, Ana Zorn, Larisa Primožič and Vanja Ferlež, employed with WOLF THEISS Attorneys-at-law - Slovenian Branch, Bleiweisova cesta 30, SI-1000 Ljubljana, Slovenia,

(each an **Attorney** or jointly the **Attorneys**)

each individually,

to act on behalf and for the account of the **Principal**, provided always that **Attorneys** shall exercise the powers hereby conferred in good faith and for the benefit of the **Principal**, in connection with the Revolving Credit Facility Agreement, the subject of which is a revolving credit facility in an aggregate principal amount of GBP 20,000,000, concluded between, among others, the Principal as the Lender, Orbital Education Limited as Borrower, and certain other companies as the Original Guarantors (the **Facility Agreement**), to:

1. execute (either once or more than once) on behalf of and in the name of the **Principal** the following documents (either in the form with or without notarization, or in the form of a Slovenian notarial deed or a Slovenian notarial recording or another foreign recording (also in the form of a foreign notarial deed) or in any other form):
  - (i) an agreement on the pledge over the shares in BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o., a limited liability company organized under the laws of Slovenia, having its registered office at Ljubljana, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, and registered under the ID number 2343495000 (the **Company**), between the **Principal** as the Pledgee and ORBITAL BALKANS LIMITED, Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, United Kingdom (the **Pledgor**) as the Pledgor, relating to all existing and future shares in the Company owned by the Pledgor, in particular the following shares: (i) business share No. 163233 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company; (ii) business share No. 163234 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company; (iii) business share No. 163235 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company; (iv) business share No. 163237 in the nominal amount of EUR 20,000, representing 5.7554% in the share capital of the Company; (v) business share No. 163238 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company; (vi) business share No. 163239 in the nominal amount of EUR 15,000, representing 4.3165% in the share capital of the Company; (vii) business share No. 163240 in the nominal amount of EUR 500, representing 0.1439% in the share capital of the Company; (viii) business share No. 163241 in the nominal amount of EUR 15,000, representing 4.3165% in the share capital of the Company; (ix) business share No. 163243 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital

of the Company; (x) business share No. 163245 in the nominal amount of EUR 1,000, representing 0.2878% in the share capital of the Company; (xi) business share No. 163246 in the nominal amount of EUR 30,000, representing 8.6331% in the share capital of the Company; (xii) business share No. 227155 in the nominal amount of EUR 25,000, representing 7.1942% in the share capital of the Company; (xiii) business share No. 227156 in the nominal amount of EUR 25,000, representing 7.1942% in the share capital of the Company; (xiii) business share No. 227157 in the nominal amount of EUR 3,750, representing 1.0791% in the share capital of the Company; (xiv) business share No. 227158 in the nominal amount of EUR 71,250, representing 20.5036% in the share capital of the Company; (xv) business share No. 227159 in the nominal amount of EUR 3,750, representing 1.0791% in the share capital of the Company; and (xvi) business share No. 227160 in the nominal amount of EUR 71,250, representing 20.5036% in the share capital of the Company; and any necessary pledge registration order, permit or other document, form or similar required for registration of the pledge;

- (ii) any other document necessary, required or useful in relation to release of, or establishment of, or registration of, the pledge over the share(s) in the Company;
  - (iii) any agreement on pledge over or fiduciary assignment of bank accounts held by the Company to the benefit of the Principal (the **Accounts Pledge**);
  - (iv) any other document necessary, required or useful in relation to release of or establishment of the Account Pledge;
  - (v) any other Finance Documents as defined in the Facility Agreement, and any other document necessary, required or useful in relation thereto.
2. The **Attorneys** are (each individually) empowered and authorized to undertake any other actions necessary and useful in connection with the activities mentioned above, to issue and receive statements, to sign with and without notarization and to sign documents in the form of a Slovenian notarial deed or a Slovenian notarial recording or another foreign recording (also in the form of a foreign notarial deed) before a foreign civil-law notary, necessary or useful in connection with the activities mentioned above. The **Attorneys** are allowed to independently determine material and non-material parts of the documents they sign on **Principal's** behalf.
3. For the avoidance of doubt, this power of attorney does not permit the **Attorneys** to delegate any of the powers contained herein to any third parties.
4. This power of attorney is governed by English law.
5. The Principal (i) represents that no liability of any Attorney shall arise out of or in connection with the entering into of this power of attorney or any lawful exercise by any Attorney of any powers granted under this power of attorney; (ii) shall not make any demand or bring any claim or action of any kind against any Attorney in connection with lawful exercise by any Attorney of any powers granted under this power of attorney; (iii) shall indemnify each Attorney against all claims, losses, damages, demands or other actions of any kind against him/her or incurred by him/her that may arise or be made as a consequence of the lawful exercise of the powers granted under this power of attorney, provided that this indemnity shall not apply to any loss, claim, liability, damage or costs of any kind resulting from the Attorney's wilful misconduct, negligence or fraud; and (iv) represents that only WOLF THEISS Attorneys-at-law – Slovenian

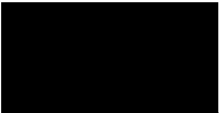
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Branch is responsible and liable to the Principal for any losses, costs, expenses and damages incurred in connection with this power of attorney, but not any of the shareholders, managing directors, agents or employees of WOLF THEISS Attorneys-at-law – Slovenian Branch.

6. The Principal declares that all and every receipt, deed, matter and thing which shall be given, signed, made, executed or done by the Attorney for the aforesaid purpose shall be as valid and effective to all intents and purposes whatsoever as if the same had been given, signed, made, delivered, given, made or done by ourselves.
7. This power of attorney has been executed as a deed by the undersigned in the name of the **Principal** and is delivered and takes effect on the date stated at the end of it.


In Birmingham, 13 September 2022

**IN WITNESS WHEREOF, this power of attorney is executed as a deed and delivered on 13 September 2022**



By: **Nicola Suzanne Black**  
**Attorney-in-fact**

In the presence of:



Emma Glenn  
Witness

HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ



DEPINNA  
NOTARJI

Podpisani **Martin Anthony CHARLTON**, javni notar v mestu London, Anglija, po kraljevem pooblastilu ustrezno sprejet in zaprisežen, ki delujem v omenjenem mestu,

**S TEM POTRJUJEM IN PRIČAM:**

DA je priloženo Pooblastilo podpisala in za družbo »**HSBC UK BANK PLC**« (v nadaljevanju »**Družba**«) in v njenem imenu v obliki listine izvršila **Nicola Suzanne BLACK**, pooblaščenka navedene Družbe, katere identiteto potrjujem;

DA je podpis, ki je podpisan ob vznožju navedenega pooblastila, pristen podpis omenjene **Nicole Suzanne BLACK**;

DA je omenjena **HSBC UK BANK PLC** delniška družba, ki je ustrezno ustanovljena in obstoječa po pravu Anglije in Walesa, pri Uradu za registracijo družb za Anglijo in Wales vpisana pod številko **9928412** in ima svoj sedež na naslovu 1 Centenary Square, Birmingham B1 1HQ, Anglija;

DA je omenjena **Nicola Suzanne BLACK** ustrezno pooblaščenka, da omenjeno Pooblastilo v imenu Družbe sklene na podlagi Pooblastila, ki ga je Družba dne 27. avgusta 2021 izdala v njeno korist in katerega kopija mi je bila predložena;

IN DA navedeno Pooblastilo, ki je podpisano v obliki listine in overjeno, predstavlja pravno veljaven in zavezujoč dokument v skladu z zakoni Anglije in Walesa;

V **DOAKZ TEGA** sem podpisal in odtisnil svoj pečat v mestu London, Anglija, dne petnajstega septembra dva tisoč dvaindvajset.

Pečat:  
[omissis – gl.  
izvirnik]

\_\_\_\_\_[podpis nečitljiv]\_\_\_\_\_  
**Martin Anthony CHARLTON**  
Javni notar v Londonu, Anglija

MAC/15172  
L (Slovenia) x 1

/OMISSIS/

Apostille: OMISSIS OMITTENDIS

## POOBLASTILO

**HSBC UK BANK PLC**, delniška družba po pravu Anglije in Walesa, registrirana pri Vpisovalcu družb za Anglijo in Wales, s sedežem na naslovu 1 Centenary Square, Birmingham, Združeno kraljestvo, B1 1HQ, pod matično številko 09928412 (**Pooblastitelj**), ki jo kot pooblaščen podpisnica zakonito zastopa **Nicola Suzanne Black**,

pooblašča:

odvetnike Tjašo Lahovnik, Petro Jermol, Nejo Nastran, Simona Tecca, Ano Zorn, Lariso Primožič in Vanjo Ferlež, zaposlene v Odvetniški pisarni WOLF THEISS – Podružnica v Sloveniji, Bleiweisova cesta 30, SI-1000 Ljubljana, Slovenija,

(posamezno **Pooblaščenec** oz. skupaj **Pooblaščenči**),

vsakega posamezno,

da delujejo v imenu in za račun **Pooblastitelja**, vedno pod pogojem, da **Pooblaščenči** svoja tukaj podeljena pooblastila izvršujejo v dobri veri in v korist **Pooblastitelja**, v zvezi s Pogodbo o obnovljivem kreditu, katere predmet je obnovljivi kredit v skupnem znesku glavnice 20.000.000 GBP, ki so jo, med drugim, sklenili Naročnik kot Posojilodajalec, Orbital Education Limited kot Posojilojemalec in določene druge družbe kot Izvirni garanti (**Posojilna pogodba**):

1. da v imenu in za račun **Pooblastitelja** (enkrat ali večkrat) izvršijo (bodisi v obliki z notarsko overitvijo ali brez, ali v obliki slovenskega notarskega zapisa ali slovenskega notarskega zapisnika ali drugega tujega zapisnika (tudi v obliki tujega notarskega zapisa) ali v kateri koli drugi obliki) naslednje dokumente:

- (i) pogodbo o zastavi deležev v družbi BRITANSKA MEDNARODNA ŠOLA V LJUBLJANI d.o.o., družbi z omejeno odgovornostjo, organizirani po slovenskem pravu, s sedežem v Ljubljani, Cesta 24. junija 92, 1231 Ljubljana - Črnuče, in registrirana pod matično številko 2343495000 (**Družba**), med **Pooblastiteljem** kot Zastavnim upnikom in družbo ORBITAL BALKANS LIMITED, Landmark House, Station Road Cheadle Hulme, Cheadle, SK8 7BS Cheadle, Združeno kraljestvo (**Zastavitelj**), kot Zastaviteljem, in sicer v zvezi z vsemi obstoječimi in prihodnjimi deleži Družbe v lasti Zastavitelja, zlasti pa v zvezi z naslednjimi deleži:
  - (i) poslovni delež št. 163233 v nominalnem znesku 1.000 EUR, ki predstavlja 0,2878 % osnovnega kapitala Družbe;

(ii) poslovni delež št. 163234 v nominalnem znesku 30.000 EUR, ki predstavlja 8,6331 % osnovnega kapitala Družbe;

(iii) poslovni delež št. 163235 v nominalnem znesku 30.000 EUR, kar predstavlja 8,6331 % osnovnega kapitala Družbe;

(iv) poslovni delež št. 163237 v nominalnem znesku 20.000 EUR, kar predstavlja 5,7554 % osnovnega kapitala Družbe;

(v) poslovni delež št. 163238 v nominalnem znesku 1.000 EUR, kar predstavlja 0,2878 % osnovnega kapitala Družbe;

(vi) poslovni delež št. 163239 v nominalnem znesku 15.000 EUR, kar predstavlja 4,3165 % osnovnega kapitala Družbe;

(vii) poslovni delež št. 163240 v nominalnem znesku 500 EUR, kar predstavlja 0,1439 % osnovnega kapitala Družbe;

(viii) poslovni delež št. 163241 v nominalnem znesku 15.000 EUR, kar predstavlja 4,3165 % osnovnega kapitala Družbe;

(ix) poslovni delež št. 163243 v nominalnem znesku 1.000 EUR, kar predstavlja 0,2878 % osnovnega kapitala Družbe;

(x) poslovni delež št. 163245 v nominalnem znesku 1.000 EUR, kar predstavlja 0,2878 % osnovnega kapitala Družbe;

(xi) poslovni delež št. 163246 v nominalnem znesku 30.000 EUR, kar predstavlja 8,6331 % osnovnega kapitala Družbe;

(xii) poslovni delež št. 227155 v nominalnem znesku 25.000 EUR, kar predstavlja 7,1942 % osnovnega kapitala Družbe;

(xiii) poslovni delež št. 227156 v nominalnem znesku 25.000 EUR, kar predstavlja 7,1942 % osnovnega kapitala Družbe;

(xiii) poslovni delež št. 227157 v nominalnem znesku 3.750 EUR, kar predstavlja 1,0791 % osnovnega kapitala Družbe;

(xiv) poslovni delež št. 227158 v nominalnem znesku 71.250 EUR, kar predstavlja 20,5036 % osnovnega kapitala Družbe;

(xv) poslovni delež št. 227159 v nominalnem znesku 3.750 EUR, kar predstavlja 1,0791 % osnovnega kapitala Družbe; in

(xvi) poslovni delež št. 227160 v nominalnem znesku 71.250 EUR, kar predstavlja 20,5036 % osnovnega kapitala Družbe; ter vse potrebne naloge za vpis zastavne pravice, dovoljenja ali druge dokumente, obrazce ali podobno, ki bodo potrebni za vpis zastavne pravice;

(ii) kakršen koli drug dokument, ki je potreben, zahtevan ali koristen za sprostitev, ustanovitev ali registracijo zastave deleža/ev v Družbi;

(iii) kakršno koli pogodbo o zastavi ali fiduciarnem prenosu bančnih računov, ki jih ima Družba, v korist Pooblastitelja (**Zastavna pravica na računih**);

(iv) kakršen koli drug dokument, ki je potreben, zahtevan ali koristen v zvezi s sprostitevjo ali ustanovitvijo Zastavne pravice na računu;

(v) katere koli druge Dokumente financiranja, kot so opredeljeni v Posojilni pogodbi, in kakršen koli drug dokument, ki je v zvezi s tem potreben, zahtevan ali koristen.

2. **Pooblaščenici** so (vsak posamezno) pooblaščenici za opravljanje vseh drugih dejanj, potrebnih in koristnih v zvezi z zgoraj navedenimi dejavnostmi, za izdajanje in sprejemanje izjav, za podpisovanje z notarsko overitvijo in brez ter za podpisovanje dokumentov v obliki slovenskega notarskega zapisa ali slovenskega notarskega zapisnika ali drugega tujega zapisa (tudi v obliki tujega notarskega zapisa) pred tujim javnim notarjem, ki bodo potrebni ali koristni v zvezi z zgoraj navedenimi dejavnostmi. **Pooblaščenici** lahko samostojno določajo bistvene in nebistvene dele, ki jih podpišejo v imenu **Pooblastitelja**.

3. V izogib dvomu velja, da **Pooblaščenici** pooblastil iz tega Pooblastila ne smejo prenesti na tretje osebe.

4. Za to Pooblastilo velja angleško pravo.

5. Pooblastitelj (i) izjavlja, da za nobenega od Pooblaščenecv ne bo nastala nikakršna odgovornost v zvezi s sklenitvijo tega pooblastila ali z zakonitim izvajanjem katerega koli od Pooblaščenecv v zvezi s katerim koli od pooblastil, podeljenih s tem pooblastilom; (ii) v zvezi z zakonitim izvajanjem s tem pooblastilom podeljenih pooblastil, s strani katerega koli od Pooblaščenecv, ne bo zoper nobenega

od Pooblaščenec vložil nobenega zahtevka ali sprožil tožbe katere koli vrste; (iii) bo vsakega od Pooblaščenec zavaroval pred vsemi tožbami, izgubami, škodo, zahtevami in drugimi dejanji katere koli vrste zoper njih ali v zvezi z njimi, ki bi lahko nastale ali bi bile vložene kot posledica zakonitega izvajanja pooblastil, podeljenih s tem Pooblastilom, pod pogojem, da se tako zavarovanje ne nanaša na kakršno koli izgubo, tožbo, odgovornost, škodo ali stroške katere koli vrste, do katerih bi prišlo kot posledica namerne kršitve, hude malomarnosti ali goljufije Pooblaščenec; in (iv) izjavlja, da bo za morebitne izgube, stroške, izdatke in odškodnine, nastale v zvezi s tem pooblastilom, pristojna in odgovorna le Odvetniška pisarna WOLF THEISS – Podružnica v Sloveniji, ne pa kateri koli od njenih družbenikov, izvršnih direktorjev, zastopnikov ali kateri koli od zaposlenih v Odvetniški pisarni WOLF THEISS – Podružnica v Sloveniji.

6. Pooblastitelj izjavlja, da bodo vsi in vsakršni prejemki, listine, zadeve in stvari, ki jih bo Pooblaščenec dal, podpisal, naredil, izvršil ali storil za zgoraj navedeni namen, enako veljavni in učinkoviti za vse namere in namene, kot če bi jih dal, podpisal, naredil, izročil, dal, naredil ali storil Pooblastitelj sam.
7. Podpisani je to pooblastilo v imenu **Pooblastitelja** sestavil v obliki notarske listine ter je dostavljeno in stopi v veljavo na datum, ki je naveden na koncu listine.

V Birminghamu, 13. septembra 2022

**V DOKAZ TEGA je to pooblastilo izvršeno kot listina in izročeno dne 13. septembra 2022**

[podpis nečitljiv]

Podpisala: **Nicola Suzanne Black**  
**Pooblaščenka**

V prisotnosti:

[podpis nečitljiv]

Emma Glenn

Priča

HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ

Št. 2210 – 264/A – 498

Podpisana Marian Ogrin, z odločbo Sekretariata za Pravosodno Upravo SRS št. 74/A-7/63-1 z dne 2. 3. 1964 imenovana za sodno tolmačko za nizozemski jezik ter z odločbo št. 74/A-18/78 z dne 25. 7. 1964 za sodno tolmačko za angleški jezik, izjavljam, da se ta prevod povsem ujema z izvirnikom, ki je sestavljen v angleškem jeziku.

The undersigned Marian Ogrin, permanent sworn court interpreter for the Dutch and English languages, appointed by Decrees Nos. 74/A-7/63-1 and 74/A-18/78, issued by the Ministry of Justice of the Republic of Slovenia on 2<sup>nd</sup> March 1964, and 25<sup>th</sup> July 1964, respectively, hereby declares that this translation entirely corresponds to the original English text.

Ljubljana, 10. oktobra 2022





**Notar Miro Košak**

Trg republike 3

1000 Ljubljana

**POTRDILO O OVERITVI PREPISA**

Notar Miro Košak potrjujem, da je to prepis originala listine: POOBLASTILO HSBC UK BANK PLC z DNE 13.09.2022 (trinajstega septembra dvatisočdvajset) Z APOSTILI. -----

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Listina je pisana z računalnikom. Listina ima 11 (enajst) strani. -----

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Listina je opremljena z žigom notarja Martina Anthonya Charltona iz Anglije. -----

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Izvirnik listine je stranka predložila. -----

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Izvirnik listine se nahaja v notarski pisarni Miro Košak, Trg republike 003 (tri), 1000 (tisoč) Ljubljana. -----

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Ljubljana, dne 19.10.2022 (devetnajstega oktobra dvatisočdvajset)-----

Notar

