

MR01

Particulars of a charge

111710/13. (✓)



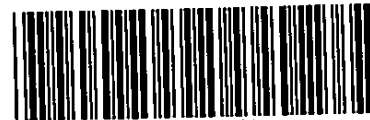
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

FRIDAY



LD3 *L4F831VC* #16
04/09/2015
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 9 5 6 6 1 2 7
Company name in full GERLACH UK HOLDCO 2 LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 4 m 0 m 8 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name / Unicredit Bank Czech Republic and Slovakia, A S acting through Unicredit Bank

Czech Republic and Slovakia, A S , Pobočka Zahranicnej Banky

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKenna LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Niro Dahanayake

Company name CMS Cameron McKenna LLP

Address Cannon Place

78 Cannon Street

London

Post town

County/Region

Postcode E C 4 N 6 A F

Country

DX DX 135316 London Cannon Place

Telephone 020 7367 3000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9566127

Charge code: 0956 6127 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2015 and created by GERLACH UK HOLDCO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2015.

Given at Companies House, Cardiff on 9th September 2015



Companies House



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

Certified to be a true and
complete copy of the original
save for redactions under
s. 859G Companies Act 2006

Ana Radner

Date: 1/09/2015

Ana Radner

E&W Solicitor

CMS Cameron McKenna v.v.o.s.

Na Pořici 1079/2a

Praha 1, Czech Republic

DATE: 24 August 2015

AGREEMENT ON PLEDGE OF SHARES

(in Gerlach Bidco, a.s.)

Between

GERLACH UK HOLDCO 2 LIMITED

(as Pledgor)

and

**UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S. ACTING THROUGH
UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S., POBOČKA ZAHRANIČNEJ
BANKY**

(as Pledgee)

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THIS AGREEMENT ON PLEDGE OF SHARES (the "Agreement") is made

BETWEEN:

- (1) **GERLACH UK HOLDCO 2 LIMITED**, a company organized and existing under the laws of England, registered with the Companies House under number 09566127, having its registered office at Laurence Pountney Hill, London EC4R 0HH, UK as pledgor (the "Pledgor"), and
- (2) **UNICREDIT BANK CZECH REPUBLIC AND SLOVAKIA, A.S.**, a bank incorporated in Czech Republic, whose registered office is at Želetavská 1525/1, Praha 4 - Michle, 14092, Czech Republic, Identification No 649 48 242, registered in the Commercial Register maintained by the Municipal Court in Prague, file B 3608, acting through **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky**, a branch office organized and existing under the laws of Slovakia, whose registered office is at Šancová 1/A, Bratislava 813 33 Identification No 47 251 336, registered in the Commercial Register maintained by the District Court Bratislava I, section Po, file 2310/B as pledgee (the "Pledgee")

BACKGROUND:

- (A) The Pledgor is the owner of the Shares of the Company (as defined below)
- (B) The Parties to this Agreement are parties to a Term and Revolving Facilities Agreement dated 21 August 2015, made between, among others, (1) Gerlach UK Holdco 2 Limited as parent, (2) Gerlach Bidco, a.s. as company and original borrower, (3) BNP Paribas Fortis SA/NV, Československá obchodná banka, a.s., Československá obchodní banka, a.s., Komerční banka, a.s. acting through Komerční banka, a.s., pobočka zahraničnej banky and UniCredit Bank Czech Republic and Slovakia, a.s., acting through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, as Arrangers, (4) the financial institutions as defined therein as lenders, (5) the Pledgee as Security Agent, (6) UniCredit Bank Czech Republic and Slovakia, a.s., acting through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky as Agent, as may be amended from time to time (the "Facilities Agreement")
- (C) The Pledgee is a party to an Intercreditor Agreement dated 24 August 2015, made between, among others, (1) Gerlach UK Holdco 2 Limited (the Pledgor) as parent and one of the original debtors, (2) Gerlach Bidco, a.s. as company and one of the original debtors, (3) the Pledgee as Security Agent, (4) UniCredit Bank Czech Republic and Slovakia, a.s., acting through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, as Agent, (5) BNP Paribas Fortis SA/NV, Československá obchodná banka, a.s., Československá obchodní banka, a.s., Komerční banka, a.s. acting through Komerční banka, a.s., pobočka zahraničnej banky and UniCredit Bank Czech Republic and Slovakia, a.s., acting through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky as Arrangers, (6) the financial institutions as defined therein as lenders, as may be amended from time to time (the "Intercreditor Agreement")
- (D) The Pledgee is a joint and several creditor of each and every obligation of any Debtor towards each of the Secured Parties under the Finance Documents pursuant to clause 18.5 et seq (*Appointment*

of the Security Agent in connection with the Transaction Security governed by Slovak law) of the Intercreditor Agreement and that accordingly the Security Agent will have its own independent right to claim performance by each Debtor (including the Pledgor) of those obligations when due

- (E) It is a condition under the Facilities Agreement that the Pledgor and the Pledgee enter into this Agreement

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Agreement the terms with capital letters shall have the following meanings

"Act on Securities" means Act No 566/2001 Coll on securities and investment services and amending certain other acts (Securities Act) as amended

"Agreement" means this agreement on establishment of Pledge over Shares as may be amended from time to time.

"Central Depository" means Centrálny depozitár cenných papierov SR, a s , with its registered office at ul 29 augusta 1/A, Bratislava 814 80, Slovakia, Identification No 31 338 976, Section Sa, File No 493/B as the central depository of securities established in accordance with the Act on Securities

"Central Notarial Registry" means the central registry of the pledges (in Slovak *Notársky centrálny register záložných práv*) established under the Act No 323/1992 Coll on Notaries and Notarial Activities as amended

"Civil Code" means Act No 40/1964 Coll Civil Code, as amended

"Commercial Code" means Act No 513/1991 Coll Commercial Code, as amended

"Company" means Gerlach Bidco, a s , a company incorporated in Slovakia, whose registered office is at Pribrinova 4, 811 09 Bratislava, Slovakia, Identification No 47 257 814, registered in the Commercial Register maintained by the District Court Bratislava I, Section Sa, File No 6155/B

"Constituting Documents" means, articles of association, deed of foundation and/or memorandum of association and/or analogous documents in valid and full wording

"Debtors" means debtors pursuant to the Intercreditor Agreement and a "Debtor" means any one of them

"Declared Default" has the same meaning given to this term in the Facilities Agreement

"Event of Default" has the same meaning given to this term in the Facilities Agreement.

"Future Shares" means any shares, temporary shares (in Slovak *dočasné listy*), exchange bonds (in Slovak *vymeniteľný dlhopis*) and priority bonds (in Slovak *prioritný dlhopis*) of the Company issued any time after the date of this Agreement

"Parties" means the Pledgor and the Pledgee and "Party" means either of them

“Pledge” means any pledge created under this Agreement

“Pledge Register” means a special register of pledged securities maintained by the Central Depository

“Secured Receivables” means any and all receivables, whether present or future, actual or contingent, of the Pledgee (whether jointly and severally or in any other capacity whatsoever, and whether under Clause 18.5 of the Intercreditor Agreement or under any other provision of any Finance Document) owed by the Debtors (including the Pledgor) under or in connection with the Finance Documents as may be amended from time to time and whether owed by the Debtors individually or jointly, and whether as principal, surety or in some other capacity, including but not limited to receivables in respect of

- a) repayment of any advances made under the Finance Documents;
- b) payment of interest and any other amount payable under the Finance Documents,
- c) payment of all costs, charges and expenses incurred by the Pledgee in connection with the protection, preservation or enforcement of its rights under the Finance Documents,
- d) payment of any amount as unjust enrichment, damages, novation or other compensation in relation to any Finance Document, and
- e) payment of any amount resulting from termination (by withdrawal (in Slovak *odstúpenie*) or otherwise), cancellation, invalidity, ineffectiveness, unenforceability of any Finance Document or any of the Pledgee’s rights thereunder),
but excluding
- f) other obligation or liability which, if it were included, would cause the Pledge in respect thereof to be unlawful or prohibited by any applicable law

The maximum amount of principal to which the aggregate Secured Receivables are secured (in Slovak *najvyššia hodnota istiny*) shall be EUR 300,000,000 (in words three hundred million euro)

“Shares” means five (5) ordinary share certificates of the Company, issued as paper form shares registered in name with nominal value of EUR 5,000.00 (five thousand euro) per share, issued on 2 June 2015, numbers 1 to 5

“Shares Rights” means any existing and future rights relating to the Shares, exchange bonds (in Slovak *vymeniteľný dlhopis*), priority bonds (in Slovak *prioritný dlhopis*) and temporary shares (in Slovak *dočasný list*), including any dividend or interest paid or payable in relation to the Shares, as well as any right, money or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and any rights to part of the Company’s assets on its liquidation (in Slovak *likvidačný zostatok*)

Interpretation

- 1.2 Any reference to the notions below contained herein shall have the following meaning

“Execution” is a reference to the signing of this Agreement by both Parties

The terms in singular shall be construed so as to include the relevant definitions in plural and vice versa

Unless defined in this Agreement or the context otherwise requires, a term defined in the Facilities Agreement or in the Intercreditor Agreement has the same meaning in this Agreement or any notice given under or in connection with this Agreement, as if all references in such defined terms to the Facilities Agreement or in the Intercreditor Agreement were a reference to this Agreement or such notice

Contestability

- 1 3 If any amount paid by any Obligor to the Pledgee under the Facilities Agreement or Finance Documents or this Agreement is such that it may be contested by a person entitled to do so under applicable laws of any jurisdiction applicable, such sum shall be deemed for the purposes of this Agreement as not having been irrevocably paid, the Secured Receivables will not be considered as having been discharged in the extent of such amount and the Pledgee may exercise any and all rights arising from this Agreement, as if the Secured Receivables have not been satisfied at all.

References

- 1 4 Any reference in this Agreement to
- 1 4 1 an act or legal regulation shall be construed as a reference to the effective wording of such act or legal regulation, as amended,
- 1 4 2 this Agreement, any other agreement or deed shall be construed as a reference to this Agreement, any other agreement or deed, as amended, and
- 1 4 3 Clause, paragraph and schedule shall be construed as a reference to the clause, paragraph, and schedule of this Agreement

Headings and Schedules

- 1 5 Headings of clauses, paragraphs and schedules serve solely for ease of reference and shall not be applied for the interpretation of this Agreement Schedules to this Agreement form an integral part hereof

Nature of Document

- 1 6 This Agreement is a Transaction Security Document as defined in the Facilities Agreement

2. SUBJECT OF THE AGREEMENT

Subject of Agreement

- 2 1 The subject of this Agreement is the creation of the Pledge in favour of the Pledgee pursuant to provisions of Section 151a et seq of the Civil Code in order to secure due and timely payment of the Secured Receivables in full The Pledge shall be perfected pursuant to the provisions of Section 151a et seq of the Civil Code and Section 45 et seq of the Securities Act

Transfer to transferee

- 2 2 In case of transfer/assignment of all or part of the Secured Receivables to a third party pursuant to the Facilities Agreement, this Agreement and the Pledge shall also secure any and all such rights/receivables so assigned/transferred to any transferee, such rights/receivables assigned/transferred to a transferee shall be deemed Secured Receivables under this Agreement

No restriction of Pledgee's Rights

- 2 3 The Pledge created under this Agreement shall be construed so that the Pledgee is not limited or restricted in any way from
- 2 3 1 enforcing in accordance with the terms of this Agreement any claim for due, full, and timely satisfaction of the Secured Receivables;
- 2 3 2 enforcing any other security, and/or
- 2 3 3 exercising any other rights of the Pledgee under the applicable legal regulations of the Slovak Republic
- 2 4 In accordance with the Intercreditor Agreement in case the Pledgee resigns as the Security Agent, then the Pledge hereunder shall automatically and without any further action by any person pass to the successor Security Agent as the new Pledgee with effect from the date on which the successor's appointment as Security Agent takes effect

3. ESTABLISHMENT OF PLEDGE

Establishment of Pledge

- 3 1 In order to secure due full and timely payment of the Secured Receivables
- 3 1 1 the Pledgor hereby unconditionally and irrevocably creates the Pledge over the Shares, pursuant to Section 151a *et seq.* of the Civil Code and Section 45 *et seq.* of the Securities Act,
- 3 1 2 the Pledgor herewith unconditionally and irrevocably creates the Pledge over the Share Rights pursuant to Section 151a *et seq.* of the Civil Code,

in each case in favour of the Pledgee, in compliance with Section 51 (3) Securities Act, at any time prior to it being released, the Pledge shall also apply to components, fruits, benefits and appurtenances and revenues thereof, including after their separation from Shares

The Pledge shall secure the Secured Receivables also in the case of any future amendments or changes made to the Facilities Agreement, Finance Documents or this Agreement

Acceptance of the Pledge

- 3 2 The Pledgee hereby accepts the Pledge

4. LEGAL EXISTENCE OF PLEDGE

Legal existence of Pledge

- 4 1 The Pledge over the Shares will come into existence and will be perfected upon its registration in the Pledge Register maintained by the Central Depository and through a written declaration attached on all Shares and signed by the Pledgor in the form specified in schedule 1 hereto in Slovak language version ("Pledge Endorsement") pursuant to the Section 45 (4) of the Securities Act

The Pledge over the Shares Rights, existing at the time of registration of the Pledge in the Central Notarial Registry, will come into existence upon its registration in the Central Notarial Registry applied for by the Pledgor

The Pledge over the Shares Rights, which do not exist at the time of registration of the Pledge in the Central Notarial Registry, will come into existence, under the Section 151f (2) of the Civil Code, at the moment of acquiring those Shares Rights by the Pledgor

Confirmation on the content of Agreement

- 4 2 The Pledgor and the Pledgee hereby undertake that at Execution date a confirmation on the content of this Agreement for the purposes of the registration of the Pledge over Shares shall be signed. The form of the confirmation on the content of this Agreement is agreed in the schedule 2 of this Agreement

Pledgor's Registration Obligations

- 4 3 The Pledgor undertakes

- 4 3 1 that within five (5) Business Days of Execution of this Agreement it shall apply for registration of the Pledge over Shares Rights in the Central Notarial Registry, the registration must show, in addition to any other details required by the applicable legal regulations and/or the Chamber of Notaries of the Slovak Republic (in Slovak *Notárska komora Slovenskej Republiky*) to be included in the registration certificate, substantially the information specified in schedule 3,
- 4 3 2 that within five (5) Business Days of the Pledge registration in the Pledge Register and/or in the Central Notarial Registry, it shall evidence the same to the Pledgee by delivery of an original of extract and confirmation from the Pledge Register and/or the Central Notarial Registry,
- 4 3 3 that within five (5) Business Days of the Pledge registration in the Pledge Register, it shall hand over the Shares to the Pledgee each with the Pledge Endorsement (for avoidance of doubt, in Slovak language version) properly signed and attached to it, and bearing the mark of the Pledge with the clause "pledged" (in Slovak *na založenie*) from the Central Depository, which handing over shall be confirmed by the Parties upon execution of a hand over protocol specified in schedule 4 (in Slovak language only). At the same time the Parties have agreed that the application of the provisions of Section 39, 40 and 41 of the Act on Securities shall be excluded,

4 3 4 to pay duly and fully any and all expenses, costs, court, notarial, administrative and other fees related to execution of this Agreement and to creation and perfection of the Pledge,

4 3 5 that it shall carry out duly, fully and on time any and all other acts required to secure that the Pledge is valid, effective and enforceable

4 4 If and when the Pledgor after the date of this Agreement acquires any Future Shares, then promptly, but in any case within five (5) Business Days of such acquisition, the Pledgor must, at its own expense, execute a new agreement on creation of pledge over such newly acquired Future Shares, which agreement would be on terms identical with this Agreement, or terms satisfactory for the Pledgee, as agreed in accordance with the provisions of Section 289 et seq of the Commercial Code, but with the exclusion of the provision if the Section 292 (5) of the Commercial Code, while the Pledgor shall represent the obliged party (in Slovak *zaviazana strana*) and the Pledgee the entitled party (in Slovak *oprávnená strana*) The Pledgor must apply for and procure the registration of the pledge over such Future Shares in the Pledge Register at its own expense promptly, but in any case within thirty (30) days after the execution of such agreement, in case the Future Shares shall be issued as book-entry shares, the obligation of registration of the suspension over shares with respect to such Future Shares according to the Section 28 (3) d) of the Act on Securities shall apply.

Authorisation of the Pledgee to Apply for Registration

4 5 Anytime after Execution of this Agreement, the application for registration of the Pledge may be also filed by the Pledgee itself, who is hereby expressly empowered to do so by the Pledgor if the Pledgor fails to procure the registration of the Pledge within 30 days after the Execution of this Agreement In such case, Pledgor's obligations set out under clause 4 3 1, 4 3 2 and 4 3 3 (*Pledgor's Registration Obligations*) shall not apply If a special power of attorney is required for the application for registration of the Pledge to be filed by the Pledgee, the Pledgor undertakes to grant such power of attorney immediately after the Pledgor has received such request of the Pledgee The Pledgor shall be obliged to pay any and all amounts under clause 4 3 4 (*Pledgor's Registration Obligations*) also if the Pledge has been registered by the Pledgee

5. TERM OF PLEDGE

Validity and Effectiveness of the Agreement

5 1 This Agreement shall be fully valid and effective as of Execution of this Agreement until the Senior Discharge Date The Pledge over Shares shall cease to exist after the Senior Discharge Date has occurred and the Pledge has been deleted from the Pledge Register The Pledge over Shares Rights shall cease to exist on the Senior Discharge Date

Deletion of Pledge

5.2 The Pledgor undertakes to perform all acts necessary for deletion of the Pledge from the Pledge Register and/or Central Notarial Registry promptly after the Senior Discharge Date Any costs related to the deletion of the Pledge from the Pledge Register and the Central Notarial Registry, including the deletion as a result of waiver of the Pledge by the Pledgee, shall be borne by the Pledgor The Pledgee shall be obliged to provide the Pledgor with a written release document

confirming the termination of the Pledge (including the date of the termination) and provide cooperation required for deregistration of the Pledge from the Pledge Register and the Central Notarial Registry, but not earlier than upon occurrence of any event referred to in Clause 11.1 and 11.2 (*Continuing security*)

6. REPRESENTATIONS AND WARRANTIES

Representations and Warranties

- 6.1 As at the date of Execution of this Agreement, the Pledgor represents and warrants to the Pledgee that:
- 6.1.1 the Pledgor has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance, this Agreement as well as the transactions contemplated by this Agreement,
 - 6.1.2 after registration in the Pledge Register and marking of the Pledge Endorsement, the Pledge over the Shares shall become valid and effective and shall be enforceable against any third parties in compliance with the terms and conditions and requirements hereof and applicable laws,
 - 6.1.3 the Shares or any part thereof are not subject to any option to purchase or any other similar rights,
 - 6.1.4 the Pledgor is the sole and exclusive owner of the Shares and any and all rights attached thereto, including any and all rights, which may be the subject of a separate transfer and is authorised to create the Pledge,
 - 6.1.5 the entire nominal value of the Shares has been paid up,
 - 6.1.6 no Security exists over the Shares Rights, other than permitted by the Facilities Agreement,
 - 6.1.7 the Shares any and part thereof or Share Rights are freely transferable, this provision shall be without prejudice to the restrictions in relation to Shares or Share Rights provided for under any of the Finance Documents,
 - 6.1.8 all authorizations required to
 - i enable the Pledgor to enter into, exercise its rights and comply with its obligations under this Agreement, and
 - ii make the Agreement admissible in evidence in the Slovak Republic,have been obtained or effected and are in full force and effect,
 - 6.1.9 the Constituting Documents of the Company do not contain anything that could adversely affect or restrict Pledge enforcement hereunder,
 - 6.1.10 the Shares represent a 100 per cent share in the registered capital of the Company and 100 per cent of voting rights,
 - 6.1.11 the entry into and performance of this Agreement and the transactions contemplated by this Agreement by the Pledgor does not conflict with

- i any law or regulation applicable to the Pledgor and the Company,
- ii the Constituting Documents of the Pledgor or the Company, and
- iii any agreement or instrument binding upon the Pledgor, the Company or the Shares or constitute a default or termination event under any such agreement or instrument, to the extent such conflict has or is reasonably likely to have a Material Adverse Effect

7. EXERCISE OF RIGHTS ATTACHED TO SHARES AND CHANGES IN SHARES

- 7.1 The Pledgor shall remain authorised to exercise the rights attached to the Shares and benefit from them until a Declared Default, it is however obliged to comply with the restrictions hereunder. The Pledgor hereby undertakes to exercise the rights attached to the Shares in the manner that it does not adversely affect the validity and enforceability of the Pledge or cause an Event of Default to occur.
- 7.2 If the Pledgee notifies the Pledgor that a Declared Default has occurred, the Pledgor is obliged to transfer to the Pledgee any dividends or other payments related to the Shares at that time due to the Pledgor, up to the amount of the due but unpaid Secured Receivables. If a Declared Default occurs, dividends and other payments may not be distributed to the Pledgor unless such dividends and other payments are specifically permitted by the terms and conditions of the Facilities Agreement at that time.
- 7.3 The Pledgor undertakes to refrain from any acts, which prejudice or are reasonably likely to prejudice Pledgee's rights arising in connection with this Agreement. Save as may be permitted under the Finance Documents, the Pledgor shall not
 - 7.3.1 dispose of the Shares or create a Security over the Shares or Shares Rights,
 - 7.3.2 amend (or enable the change of) the Constituting Documents of the Company in such manner, which could adversely affect or restrict enforcement of the Pledge,
 - 7.3.3 participate in increase (or conditional increase) or decrease of registered capital of the Company, issuing of new shares of the Company or enable an increase or a decrease of registered capital of the Company,
 - 7.3.4 decide on or enable adoption of a decision on change of Company's legal form.
- 7.4 In case of transfer of the Shares, the Pledge shall extend to the transferee of Shares. This provision shall be without prejudice to the restrictions provided for under any of the Finance Documents.
- 7.5 In case of change of legal form of the Company, the Pledgor agrees to
 - 7.5.1 exercise the right to acquire such interest at least in the ratio corresponding to the Pledgor's participation in the registered capital of the Company as at the date of this Agreement (unless the Pledgee agrees otherwise in advance in writing) and promptly inform the Pledgee in writing of the acquisition of such interest,
 - 7.5.2 submit to the Pledgee necessary documents evidencing the acquisition of such interest by the Pledgor as well as any documents reasonably required by the Pledgee in order to enter into a pledge agreement in respect of such interest,

- 7 5 3 create a first ranking pledge over its interest in the Company in favour of the Pledgee under terms which are commercially substantially the same terms as the terms of this Agreement and in accordance with the Agreed Security Principles, and that within five (5) Business days of the effective date of the change of Company's legal form, as agreed in accordance with the provisions of Section 289 et seq of the Commercial Code, but with the exclusion of the provision if the Section 292 (5) of the Commercial Code, while the Pledgor shall represent the obliged party (in Slovak *zaviazaná strana*) and the Pledgee the entitled party (in Slovak *oprávnená strana*) This provision shall be without prejudice to the restrictions provided for under any of the Finance Documents
- 7 6 Should the laws applicable to this Agreement change during the term hereof enabling enforcement of the Pledge otherwise than provided in clause 10 (*Enforcement of the Pledge*), the Pledgor agrees that, subject to the Agreed Security Principles, within twenty (20) Business Days of publication of the amended laws in the collection of laws of the Slovak Republic it will conclude, based on a written request by the Pledgee, an amendment to this Agreement in a form required by the Pledgee so that the Pledgee be authorised to exercise the new method of Pledge enforcement

8. FURTHER OBLIGATIONS OF THE PLEDGOR

Pledgor's obligations

- 8 1 During the term of this Agreement, the Pledgor undertakes
- 8 1 1 without restricting the obligations under clause 7 (*Exercise of Rights Attached to Shares and Changes in Shares*) to notify the Pledgee within ten (10) Business Days since the moment of creation of any Security created over the Shares or the Shares Rights in addition to the Pledge,
- 8 1 2 clearly and legibly indicate in its books any and all rights created in favour of the Pledgee hereby,
- 8 1 3 tolerate enforcement of the Pledge pursuant to clause 10 (*Enforcement of the Pledge*) in case of such enforcement and deliver to the Pledgee or other persons designated by the Pledgee any and all information and documentation and provide further assistance so that the Pledge enforcement is successful and produces the highest proceeds, and
- 8 1 4 within ten (10) Business Days of amendment of its Constituting Documents send to the Pledgee new and restated version of the amended Constituting Documents if the amended provisions of the Constituting Document have an adverse effect on the Pledge and/or the existence of the Shares

9. AMENDMENTS

- 9 1 This Agreement can be changed only by way of a written amendment signed by all the Parties

10. ENFORCEMENT OF PLEDGE

- 10 1 Upon occurrence of a Declared Default the Pledgee is entitled to satisfy its due Secured Receivables (or any part thereof) by enforcing the Pledge over the Shares and may
- 10 1 1 sell any or all of the Shares through a licensed broker selected by the Pledgee at its sole discretion or the Pledgee in its capacity of a licensed broker, pursuant to section 51 (5) and (7) of the Securities Act and 151a et seq of the Civil Code,
- 10 1 2 use any permitted enforcement of Shares Rights to satisfy the Secured Receivables
- 10 2 Upon occurrence of Declared Default the Pledgee shall be entitled to enforce the Pledge over Shares Rights in any way permitted by the legal regulations applicable at the time of enforcement. In particular, the Pledgee is entitled to sell all or any part of the Shares Rights to any person or in public auction but, in any event, always subject to the serving on the Pledgor a notice of enforcement pursuant to section 151l of the Civil Code. In such case the Pledgee shall
- 10 2 1 when selling the Shares Rights otherwise than in public auction, exercise due care (in Slovak: *náležitá starostlivosť*) with an aim to achieve the sale of the Shares Rights (or any part of it, when selling in parts) for a price, which would normally be achieved in the sale of the same or comparable assets under comparable conditions at the time and place of sale of the Shares Rights, in accordance with section 151m (8) of the Civil Code,
- 10 2 2 ensure that the Pledgor be notified of the method of the sale in the notice of enforcement, and
- 10 2 3 notify the Pledgor of the results of such sale specifying (i) sale price of the Shares Rights (or any part of it if sold in parts), (ii) way of profit distribution, and (iii) amount of the total sale price and otherwise notify the Pledgor in accordance with Section 151m(7) and 151m(9) of the Civil Code
- 10 3 The Pledgee shall be entitled to enforce the Pledge to satisfy all or any of the Secured Receivables in any manner permitted by the legal regulations applicable at the time of enforcement. The Pledgee shall have the right to change, at any time, the manner of enforcement of the Pledge at its own discretion and, if appropriate, repeatedly. A written notice need not be given to the Pledgor of the commencement of the enforcement of the Pledge, or the manner of the enforcement, or any change to the manner of the enforcement of the Pledge. After the finalising of the enforcement of the Pledge, the Pledgee shall however inform the Pledgor on the amount of the proceeds realised by the Pledge enforcement and a calculation of use of such proceeds by the Pledgee, in accordance with Section 151m(7) and 151m(9) of the Civil Code
- 10 4 Despite any disclosure rights the Pledgee may have under the Finance Document, the Pledgee and the licensed broker shall be entitled to, after occurrence of a Declared Default, disclose any matters or facts relating to the enforcement of the Pledge, the Shares or any part thereof (including any confidential information) to any person expressing an interest to acquire the Shares or any part thereof being sold in the process of the enforcement of the Pledge provided, however, that if the information concerned is not in public domain at the time of its disclosure by the Pledgee or the licensed broker (as applicable), the Pledgee or the licensed broker (as applicable) must ensure that

addressee of such information is either subject to statutory confidentiality duty or agrees in writing with the Pledgee or the licensed broker (as applicable) to keep the disclosed information confidential

11. PROTECTION OF THE PLEDGE

Continuing security

- 11 1 The Pledge is a continuing security and will remain in full force and effect as a continuing security until the Senior Discharge Date unless released earlier by the Pledgee
- 11 2 Subject only to clause 5 1 above no part of the Pledge from time to time constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of Secured Receivables

Additional security

- 11 3 The Pledge constituted under this Agreement is not, and would not be, in any way prejudiced by any other security or any other rights now or subsequently held by the Pledgee or any other Secured Parties, which secure or would secure any of the Secured Receivables

No disposal in ordinary course of business

- 11 4 No disposal of the Shares, Shares Rights or any part thereof by the Pledgor may be regarded as a transfer of the Shares, Shares Rights or the relevant part thereof in the ordinary course of the Pledgor's business within the meaning of section 151h of the Civil Code

12. SET-OFF AND USE OF PROCEEDS

Currency Exchange

- 12 1 If the purchase price for sale of Shares or any other revenues hereunder is denominated in a currency other than the currency of the Secured Receivables, the Pledgee itself shall provide for conversion of the received funds to the currency of the Secured Receivables up to the amount required for payment of the Secured Receivables, using the reference exchange rate according to the provisions of 16 8 and 16 9 of the Intercreditor Agreement

Set-off

- 12 2 The Pledgee may set-off any matured obligation due from the Pledgor under this Agreement (to the extent owed to the Pledgee) against any matured obligation of the Pledgee due to the Pledgor, in accordance with the provision of 33 of the Facilities Agreement

Use of Proceeds

- 12 3 The Pledgee agrees to use any monies received under this Agreement as a result of enforcement of the Pledge, as set out in the Intercreditor Agreement The Pledgee shall surrender any surplus to the Pledgor

Power of Attorney

- 12 4 The Pledgee may, to its sole discretion assign its rights under applicable laws or this Agreement to any third party or authorize a third party to perform any activities associated with these rights subject to and in accordance with the terms of, the Intercreditor Agreement Without prejudice to par 151m (6) of the Civil Code, the Pledgor confirms that

12 4 1 all authorisations of the licensed broker to sell the Shares or any part thereof in accordance with this Agreement are deemed to be incorporated into the terms of the statutory power of attorney granted to the Pledgee in connection with the sale of the Shares or any part thereof under Section 151m(6) of the Civil Code,

12 4 2 when selling the Shares or any part thereof, the licensed broker shall have the right to give any instructions and take whatever action vis-à-vis any person in respect of the Shares which are necessary for the enforcement of the Pledge over the Shares or any part thereof as validly and effectively as if the Pledgor itself was giving such instructions or taking such actions

13. SEVERABILITY AND NON-ASSIGNMENT

Severability

- 13 1 Should any of the provisions hereof be or become illegal, invalid or unenforceable in any respect, it shall be without prejudice to the legality, validity or enforceability of the remaining provisions of this Agreement Any provision found to be illegal, invalid or unenforceable will be deemed to have been replaced by a provision with the economic purpose closest to that of the illegal, invalid or unenforceable provision

Assignment

- 13 2 Without prior written consent of the Pledgee, the Pledgor is not entitled to transfer/assign any of its rights/claims/obligations under this Agreement

14. NOTICES

- 14 1 Each communication to be made under or in connection with this Agreement shall be made in accordance with clause 22 of the Intercreditor Agreement

15. FINAL PROVISIONS

Language

- 15 1 This Agreement is executed in English language version, except for parts of schedules 1 through schedule 3 which are also in Slovak language and the schedule 4 is only in Slovak language

Counterparts

- 15 2 This Agreement is executed in four (4) counterparts

Remedies and Waivers

- 15 3 No failure to exercise, nor any delay in exercising, on the part of any Finance Party or Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Finance Party or Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

Law and Jurisdiction

- 15 4 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the Slovak Republic notwithstanding any conflict-rules of the legal order.

Any dispute arising under this Agreement or in connection herewith (including disputes regarding the existence, validity, interpretation, breach or termination of this Agreement or consequences of its invalidity) will be submitted for decision to a Slovak court having jurisdiction. However, it does not prevent the Pledgee 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 Parties hereby represent that the Pledgee offered to the Pledgor an irrevocable proposal to conclude an arbitration agreement in accordance with the provision of Section 93b of the Slovak Banking Act and the Pledgor hereby confirms that such proposal has been refused by the Pledgor.

Final Provisions

- 15 5 The Parties declare that they have carefully read and understood the content of this Agreement and that the same is the expression of their true and free will, free of any errors of judgment, in witness whereof they have executed this Agreement by attaching their signatures below.

**SCHEDULE 1
PLEDGE ENDORSEMENT**

ENGLISH VERSION

Gerlach UK Holdco 2 Limited, a company organized and existing under the laws of England, registered with the Companies House under number 09566127, having its registered office at Laurence Pountney Hill, London EC4R 0HH, UK, as the pledgor, **hereby unconditionally provides this share certificate to be pledged for the purpose of creating and perfecting the pledge by way of endorsing the share certificate in favour of UniCredit Bank Czech Republic and Slovakia, a.s.**, whose registered office is at Želetavská 1525/1, Praha 4 - Michle, 14092, Czech Republic, Identification No 649 48 242, acting through **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky**, whose registered office is at Šancová 1/A, Bratislava 813 33, Identification No 47 251 336, as the pledgee

In [●]. on [●]

for and on behalf of Gerlach UK Holdco 2 Limited – as Pledgor

Name [●]

Title [●]

SLOVAK VERSION

Gerlach UK Holdco 2 Limited, spoločnosť založená a existujúca podľa práva Spojeného kráľovstva Veľkej Británie a Severného Írska, so sídlom Laurence Pountney Hill, Londýn EC4R 0HH, Spojené kráľovstvo Veľkej Británie a Severného Írska zapísaná v Registri spoločností (Companies House), identifikačné číslo spoločnosti 09566127, ako záložca, týmto záložným rubopisom za účelom zriadenia a vzniku záložného práva dáva túto akciu bezpodmienečne na založenie, na rad UniCredit Bank Czech Republic and Slovakia, a.s. so sídlom Želetavská 1525/1, Praha 4 - Michle, 14092, Česká republika, IČO 649 48 242, konajúca prostredníctvom svojej pobočky UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, so sídlom Šancová 1/A, Bratislava 813 33, IČO 47 251 336, ako záložného veriteľa

V [•] dňa [•]

Za Gerlach UK Holdco 2 Limited – ako Záložca

Meno [•]

Funkcia [•]

SCHEDULE 2
CONFIRMATION ON THE CONTENT OF AGREEMENT ON PLEDGE OF SHARES
DATED |●|
ENGLISH VERSION

1. BUSINESS NAME AND SEAT OF PLEDGOR:

Gerlach UK Holdco 2 Limited, a company organized and existing under the laws of England, registered with the Companies House under number 09566127, having its registered office at Laurence Pountney Hill, London EC4R 0HH, UK, as the pledgor (the "**Pledgor**")

2. IDENTIFICATION NUMBER OF PLEDGOR:

the foreign identification number (ZIC) of the Pledgor is not assigned,

3. DEFINITION OF PLEDGED SHARES, TYPE AND FORM OF SHARES, BUSINESS NAME AND SEAT OF THE ISSUER:

5 (five), shares, issued as shares certificates, issued on 2 June 2015, numbers 1 to 5, in the form of paper share certificates, registered in name, with a nominal value of **EUR 5,000.00** per share, issued by **Gerlach Bidco, a.s.**, a company incorporated in Slovakia, whose registered office is at Pribinova 4, 811 09 Bratislava, Slovakia, Identification No 47 257 814, registered in the Commercial Register maintained by the District Court Bratislava I, section Sa, File No 6155/B

4. BUSINESS NAME AND SEAT OF THE PLEDGEE:

UniCredit Bank Czech Republic and Slovakia, a.s., a bank incorporated in Czech Republic, whose registered office is at Želetavská 1525/1, Praha 4 - Michle, 14092, Czech Republic, Identification No 649 48 242, registered in the Commercial Register maintained by the Municipal Court in Prague, file B 3608, acting through **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky**, a branch office organized and existing under the laws of Slovakia, whose registered office is at Šancová 1/A, Bratislava 813 33, Identification No 47 251 336, registered in the Commercial Register maintained by the District Court Bratislava I, section Po, file 2310/B, as pledgee (the "**Pledgee**")

5. IDENTIFICATION NUMBER OF PLEDGEE:

47 251 336

6. NUMBER OR VOLUME OF SHARES, NOMINAL VALUE OF SHARES:

shares, issued as shares certificates, in the form of paper share certificates, registered in name, with a nominal value of **EUR 5,000.00** per share

7. THE AMOUNT OF RECEIVABLE FOR WHICH THE CONTRACTUAL PLEDGE RIGHT WAS CREATED OR THE MAXIMUM AMOUNT OF SECURITY TO WHICH

THE RECEIVABLE IS SECURED, MATURITY PERIOD AND CURRENCY IN WHICH THE RECEIVABLE IS EXPRESSED:

the maximum principal amount of the Secured Receivables is EUR [300,000,000.00] (in words three hundred million euro)

Maturity [●] years [after the utilisation] of the loan / i.e. the date [DD/MM/YYYY] The currency of the receivable is euro

The Pledgee and Pledgor hereby declare that the Agreement which is for the purpose of registration of pledge over the share certificates in the Central Depository of Securities of the Slovak Republic replaced by this written confirmation is as of the date of order for registering pledge right valid and effective

For and on behalf of

GERLACH UK HOLDCO 2 LIMITED

as Pledgor

Name

Date

Title

Place

For and on behalf of

**UniCredit Bank Czech Republic and Slovakia,
a.s. acting through UniCredit Bank Czech
Republic and Slovakia, a.s., pobočka
zahraničnej banky**

as Pledgee

Name

Date

Title

Place

For and on behalf of

**UniCredit Bank Czech Republic and
Slovakia, a.s. acting through UniCredit Bank
Czech Republic and Slovakia, a.s., pobočka
zahraničnej banky**

as Pledgee

Name

Date

Title

Place

SLOVAK VERSION

Písomné potvrdenie o obsahu Zmluvy o zriadení záložného práva k akciám zo dňa [●]

1 OBCHODNÉ MENO ALEBO NÁZOV A SÍDLO ZÁLOŽCU:

Gerlach UK Holdco 2 Limited, spoločnosť založená a existujúca podľa práva Spojeného kráľovstva Veľkej Británie a Severného Írska, so sídlom Laurence Pountney Hill, Londýn EC4R 0HH, Spojené kráľovstvo Veľkej Británie a Severného Írska zapísaná v Registri spoločností (Companies House), identifikačné číslo spoločnosti 09566127, ako záložca (ďalej len „Záložca“)

2 IDENTIFIKAČNÉ ČÍSLO ZÁLOŽCU:

zahranične identifikačné číslo (ZIČ) nebolo pridelené,

3 OZNAČENIE ZALOŽENÉHO CP, OBSAHUJÚCE DRUH CP, OBCHODNÉ MENO ALEBO NÁZOV A SÍDLO EMITENTA:

5 (päť) kusov listinných akcií, vydaných dňa 2 júna 2015, čísla 1 až 5 emitovaných na meno, s nominálnou hodnotou 5.000,00,- EUR na akciu, emitovaných spoločnosťou Gerlach Bidco, a.s., spoločnosť založená v Slovenskej republike, so sídlom Pribinova 4, 811 09 Bratislava, Slovenská republika, IČO 47 257 814, zapísaná v Obchodnom registri Okresného súdu Bratislava I, Oddiel Sa, Vložka č 6155/B

4 OBCHODNÉ MENO ALEBO NÁZOV A SÍDLO ZÁLOŽNÉHO VERITEĽA:

UniCredit Bank Czech Republic and Slovakia, a.s., banka založená v Českej republike, so sídlom Želetavská 1525/1, Praha 4 - Michle, 14092, Česká republika, IČO 649 48 242, zapísaná v Obchodnom registri Mestského súdu v Prahe, pod B 3608, konajúca prostredníctvom svojej pobočky UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, pobočka založená a existujúca podľa práva Slovenskej republiky so sídlom Šancová 1/A, Bratislava 813 33, IČO 47 251 336, zapísanej v Obchodnom registri Okresného súdu Bratislava I, oddiel Po, vložka 2310/B, ako záložný veriteľ (ďalej len „Záložný veriteľ“)

5 IDENTIFIKAČNÉ ČÍSLO ZÁLOŽNÉHO VERITEĽA:

47 251 336

6 OBJEM ALEBO MNOŽSTVO CP, MENOVITÁ HODNOTA CP:

5 (päť) kusov listinných akcií, emitovaných na meno, s nominálnou hodnotou 5 000,00,- EUR na akciu

7 VÝŠKA POHĽADÁVKY, PRE KTORÚ SA ZMLUVNÉ ZÁLOŽNÉ PRÁVO ZRIADILO ALEBO NAJVIŠŠIA HODNOTA ISTINY DO KTOREJ SA POHĽADÁVKA ZABEZPEČUJE, DOBU JEJ SPLATNOSTI A MENU V KTOREJ JE POHĽADÁVKA VYJADRENÁ:

najvyššia hodnota istiny Zabezpečených pohľadávok je 300.000.000,00 EUR (slovom tristo miliónov eur)

Splatnosť: [●] rokov od vyplatenia úveru v zmysle Úverovej zmluvy/ teda dňa [DD/MM/RRRR].
Mena pohľadávky je euro

Záložca a Záložný veriteľ týmto vyhlasujú, že Zmluva, ktorá je pre účely registrácie záložného práva k listinným akciám v Centrálnom depozitári cenných papierov Slovenskej republiky nahradená týmto písomným potvrdením je ku dňu podania príkazu na registráciu vzniku záložného práva platná a účinná.

V mene

GERLACH UK HOLDCO 2 LIMITED

ako záložca

Datum

Meno

Miesto

Funkcia

V mene

**UniCredit Bank Czech Republic and Slovakia,
a.s. konajúca prostredníctvom UniCredit Bank
Czech Republic and Slovakia, a.s., pobočka
zahraničnej banky
ako záložný veriteľ**

Meno

Dátum

Funkcia

Miesto

V mene

**UniCredit Bank Czech Republic and Slovakia,
a.s. konajúca prostredníctvom UniCredit Bank
Czech Republic and Slovakia, a.s., pobočka
zahraničnej banky
ako záložný veriteľ**

Meno

Dátum

Funkcia

Miesto

SCHEDULE 3
REGISTRATION CERTIFICATE REQUIREMENTS
ENGLISH VERSION

Pledgor

Name Gerlach UK Holdco 2 Limited

Registered office Laurence Pountney Hill, London EC4R 0HH, United Kingdom

Identification number 09566127

Pledgee

Name UniCredit Bank Czech Republic and Slovakia, a s acting through UniCredit Bank Czech Republic and Slovakia, a s , pobočka zahraničnej banky

Registered Office Šancova 1/A. Bratislava 813 33, Slovak Republic

Identification number 47 251 336

Collateral:

all the pledgor s rights, as shareholder, on monetary fulfilment towards the company **Gerlach Bidco, a.s.**, ID No 47 257 814 within the meaning of the definition of "Shares Rights" as provided for in clause 1 of the pledge agreement dated [●] and entered into between **UniCredit Bank Czech Republic and Slovakia, a.s.** acting through **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky** as pledgee and **Gerlach UK Holdco 2 Limited** as pledgor

Secured claim:

all existing and future receivables within the meaning of the definition of the "Secured Receivables" as provided for in clause 1 of the pledge agreement dated [●] and entered into between **UniCredit Bank Czech Republic and Slovakia, a.s.** acting through **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky** as pledgee and **Gerlach UK Holdco 2 Limited** as pledgor

Maximum amount of principal:

EUR 300,000,000 (in words three hundred million euro)

Maturity:

[intentionally left blank]

SLOVAK VERSION

Záložca:

Meno

Gerlach UK Holdco 2 Limited

Sídlo

Laurence Pountney Hill, London EC4R 0HH, Spojené kráľovstvo Veľkej Británie a Severného Írska

IČO

09566127

Záložný veriteľ:

Meno

UniCredit Bank Czech Republic and Slovakia, a.s. konajúca prostredníctvom UniCredit Bank Czech Republic and Slovakia, a.s. pobočka zahraničnej banky

Sídlo

Šancová 1/A, Bratislava 813 33, Slovenská republika

IČO

47 251 336

Záloh:

všetky práva záložcu, ako akcionára na peňažné plnenie voči spoločnosti **Gerlach Bidco, a.s.**, IČO 47 257 814, v zmysle definície pojmu "Práva akcionára" (Shares Rights) uvedenej v článku 1 zmluvy o zriadení záložného práva k akciám (Agreement on pledge of shares) v spoločnosti **Gerlach Bidco, a.s.** uzatvorenej dňa [●] medzi spoločnosťou **UniCredit Bank Czech Republic and Slovakia, a.s.** konajúcou prostredníctvom **UniCredit Bank Czech Republic and Slovakia, a.s.**, pobočka zahraničnej banky ako záložným veriteľom a spoločnosťou **Gerlach UK Holdco 2 Limited** ako záložcom,

Zabezpečené pohľadávky:

všetky existujúce a budúce pohľadávky v zmysle definície „Zabezpečené Pohľadávky“ (Secured Receivables) uvedenej v článku 1 zmluvy o zriadení záložného práva k akciám (Agreement on pledge of shares) v spoločnosti **Gerlach Bidco, a.s.** uzatvorenej dňa [●] medzi spoločnosťou **UniCredit Bank Czech Republic and Slovakia, a.s.** konajúcej prostredníctvom **UniCredit Bank Czech Republic and Slovakia, a.s.**, pobočka zahraničnej banky ako

záložným veriteľom a spoločnosťou **Gerlach UK Holdco 2 Limited** ako záložcom

Najvyššia hodnota istiny:

300.000.000,00 EUR (slovom. tristo miliónov euro)

Splatnosť:

[zámerne ponechané prázdne]

**SCHEDULE 4
HAND OVER PROTOCOL**



**Protokol o odovzdaní a prevzatí listinných cenných papierov
v súvislosti so Zmluvou o založení cenných papierov č. [*]
zo dňa [*]**

Odovzdávajúci (záložca):

Gerlach UK Holdco 2 Limited, so sídlom Laurence Pountney Hill, Londýn EC4R 0HH, Spojené
kraľovstvo Veľkej Británie a Severného Írska . IČO 09566127
zapísaný v Registri spoločností (Companies House)

(ďalej len odovzdávajúci)

Preberajúci (záložný veriteľ):

UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4 – Michle, Česká
republika, IČ 649 48 242, zapísaná v obchodnom registri vedenom Mestským súdom v Prahe pod sp
značkou B 3608,

organizačná zložka

UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancova 1/A, 813 33
Bratislava, Slovenská republika. IČO 47 251 336, zapísaná v obchodnom registri vedenom Okresným
súdom Bratislava I, oddiel Po vložka číslo 2310/B(ďalej len „preberajúci“)

obchodné miesto preberajúceho [*] v [*], adresa [*] PSČ [*]
č tel fax

(ďalej len preberajúci)

Predmet odovzdávania

1 Identifikácia cenného papiera:

druh cenného papiera	Listinná akcia
forma cenného papiera	Na meno
s menovitou hodnotou	5.000,00,- EUR
číselné označenie	1 až 5
emitent:	Gerlach Bidco, a.s.; Pribinova 4, 811 09 Bratislava, Slovenská republika; IČO 47 257 814

Celkový počet odovzdávaných a preberaných cenných papierov 5
Celková menovitá hodnota odovzdávaných a preberaných cenných papierov 25 000 EUR

- 2 Odovzdávajúci a preberajúci podpisom tohto protokolu potvrdzujú, že odovzdávajúci odovzdal preberajúcejmu a preberajúci prevzal od odovzdávajúceho listinné cenné papiere špecifikované vyššie v súlade so Zmluvou o založení cenných papierov č. [*] uzavretej dňa [*] medzi Gerlach UK Holdco 2 Limited a UniCredit Bank Czech Republic and Slovakia, a.s., konajúcou prostredníctvom UniCredit Bank Czech Republic and Slovakia, a.s. pobočka zahraničnej banky [*Všetky odovzdávané listinné cenné papiere sú opatrené záložným rubopisom v znení: „Gerlach UK Holdco 2 Limited, spoločnosť založená a existujúca podľa práva Spojeného kráľovstva Veľkej Británie a Severného Írska, so sídlom Laurence Pountney Hill, Londýn EC4R 0HH, Spojené kráľovstvo Veľkej Británie a Severného Írska, zapísaná v Registri spoločností (Companies House), identifikačné číslo spoločnosti 09566127 ako záložca, týmto záložným rubopisom za účelom zriadenia a vzniku záložného práva dáva túto akciu bezpodmienečne na založenie, na rad UniCredit Bank Czech Republic and Slovakia, a.s., so sídlom Želeťavská 1525/1, Praha 4 - Michle, 14092, Česká republika, IČO 649 48 242, konajúcu prostredníctvom svojej pobočky UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, so sídlom Šancová 1/A, Bratislava 813 33, IČO 47 251 336, ako záložného veriteľa“ v súlade s podmienkami záložnej zmluvy.]
- 3 Tento protokol je vyhotovený v štyroch exemplároch, dva pre každú stranu

V Bratislave, dňa .

V mene preberajúceho:
UniCredit Bank Czech Republic and Slovakia, a.s.,
pobočka zahraničnej banky, Bratislava

V mene odovzdávajúceho:
Gerlach UK Holdco 2 Limited

Podpis

Podpis

Podpis

Podpis

SIGNATURES

For and on behalf of

GERLACH UK HOLDCO 2 LIMITED

as Pledgor

Date 24 August 2015

Place Bratislava



under power of attorney

Allen & Overy Bratislava, s r o

Name Matúš Kudlák

Title Executive Director

For and on behalf of

**UniCredit Bank Czech Republic and Slovakia,
a.s. acting through UniCredit Bank Czech
Republic and Slovakia, a.s., pobočka
zahraničnej banky**
as Pledgee

Date 24 August 2015

Place Bratislava



Name Ing Matuš Takáč

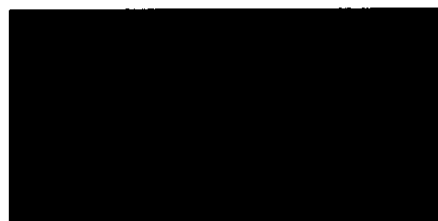
Title under power of attorney

For and on behalf of

**UniCredit Bank Czech Republic and
Slovakia, a.s. acting through UniCredit Bank
Czech Republic and Slovakia, a.s., pobočka
zahraničnej banky**
as Pledgee

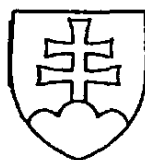
Date 24 August 2015

Place Bratislava



Name Ing Štefan Brychta

Title under power of attorney

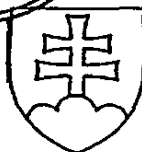


OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu. **Ing. Matúš Takáč**, dátum narodenia **9.1.1979**, r.č. **790109/6192**, bytom **Bratislava, Repašského 3175/12**, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti platný doklad totožnosti - úradný doklad. Občiansky preukaz, séria a/alebo číslo **EA527922**, ktorý(á) podpis na listine uznal(a) za svoj vlastný. Centrálny register osvedčených podpisov pridelil podpisu poradové číslo **O 564902/2015**

Bratislava dňa 24.8.2015



OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu **Ing. Štefan Brychta**, dátum narodenia **10.10.1974**, r.č. **741010/7760**, bytom **Bratislava, Tupého 12417/23**, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti platný doklad totožnosti - úradný doklad. Občiansky preukaz, séria a/alebo číslo **EB706816**, ktorý(á) podpis na listine uznal(a) za svoj vlastný. Centrálny register osvedčených podpisov pridelil podpisu poradové číslo **O 564903/2015**

Bratislava dňa 24.8.2015





OSVEDČENIE

o pravosti podpisu

Podľa knihy osvedčovania pravosti podpisov osvedčujem pravosť podpisu **Matúš Kudlák**, dátum narodenia **20.12.1980**, r.č. **801220/9051**, bytom **Bratislava, Podunajská 12484/31**, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom, spôsob zistenia totožnosti: **platný doklad totožnosti - úradný doklad Občiansky preukaz, seria a/alebo číslo EB 752190**, ktorý(á) listinu predomnou vlastnoručne podpísal(a). Centrálny register osvedčených podpisov pridelil podpisu poradové číslo **O 566422/2015**

Bratislava dňa 24.8.2015



Upozornenie! Notar legalizáciou
neosvedčuje pravdivosť skutočností
uvádzaných v listine (§58 ods. 4
Notárskeho poriadku)

