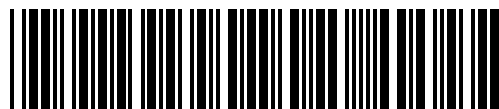




Registration of a Charge

Company Name: **AMAZON FILTERS LIMITED**

Company Number: **01318147**



Received for filing in Electronic Format on the: **25/08/2022**

XBB4HFQ2

Details of Charge

Date of creation: **12/08/2022**

Charge code: **0131 8147 0013**

Persons entitled: **HSBC UK BANK PLC IN ITS VARIOUS CAPACITIES**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL NOTARISED INSTRUMENT WHICH INCLUDES SOME GERMAN LANGUAGE ANNEXURES AND THE CORRESPONDING ENGLISH LANGUAGE TRANSLATIONS.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1318147

Charge code: 0131 8147 0013

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

Given at Companies House, Cardiff on 30th August 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**

DONE

in Munich on 12 August 2022

before me,

Notary Sebastian Herrler

with official seat in

Brienner Str. 13/IV, 80333 Munich,

appeared today:

1. Mr. Nick Niederberger, born [REDACTED] with business address at c/o SKW Schwarz Rechtsanwälte, Wittelsbacherplatz 1, 80333 Munich, identified by his Identity Card, not acting in his own name, but - at the exclusion of any personal liability – on behalf of

- a) **Amazon Filters Limited**, with its business address at Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG, United Kingdom, registered under company number 01318147;
- b) **AMAZON FILTERS GmbH**, with its business address Hajo-Rüter-Strasse 14, 65239 Hochheim am Main, Germany, registered in the commercial register at the local court "Amtsgericht" of Wiesbaden under HRB 23944,

to a) to b) pursuant to powers of attorney, the originals of which were available during the notarization of this deed, certified copies are attached to this deed.

2. Mr. Lorenz Schwojer, born on [REDACTED] with business address at c/o Ashurst LLP, Ludwigpalais, Ludwigstraße 8, 80539 Munich, identified by his passport, not acting in his own name, but - at the exclusion of any personal liability – on behalf of

HSBC UK BANK PLC, with its business address at 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom,

pursuant to a power of attorney, the original of which was available during the notarization of this deed, a certified copy of which is attached to this deed.

The question of the notary public concerning prior involvement "*Vorbefassung*" within the meaning of section 3 sub-section 1 no. 7 of the German Notarisation Act "*Beurkundungsgesetz*" was denied by the persons appearing.

The persons appearing declared the following with the request for notarisation:



Pledge Agreement over Shares in a GmbH

Amazon Filters Limited

as Pledgor

Amazon Filters GmbH

as Company

HSBC UK Bank plc

as Security Agent

and

Others

Project Amazon Filters –
shares held in Amazon Filters GmbH

12.08.2022

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THIS GMBH-SHARE PLEDGE AGREEMENT (the "**Agreement**") is made on 12.08.2022

BETWEEN:

- (1) **AMAZON FILTERS LIMITED**, with its business address at Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG, United Kingdom, registered under company number 01318147, as pledgor (the "**Pledgor**");
- (2) **HSBC UK BANK PLC**, with its business address at 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom as agent (the "**Agent**") and as security agent and creditor of the Parallel Debt (the "**Security Agent**");
- (3) **HSBC UK BANK PLC**, with its business address at 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom in its relevant capacities as original lender (the "**Original Lender**") and mandated arranger (the "**Arranger**") (together with the Agent and the Security Agent the "**Original Finance Parties**"); and
- (4) **AMAZON FILTERS GMBH**, with its business address Hajo-Rüter-Strasse 14, 65239 Hochheim am Main, Germany, registered in the commercial register at the local court "**Amtsgericht**" of Wiesbaden under HRB 23944, as pledged company (the "**Company**").

The parties named in paragraphs (1) to (4) are hereinafter collectively referred to as the "**Parties**" and each a "**Party**". The Parties named in paragraphs (2) to (3) are hereinafter collectively referred to as the "**Original Pledgees**" and together with any Future Pledgee (as defined below), each a "**Pledgee**" and collectively as the "**Pledgees**".

RECITALS

- (A) Among others, Amazon Filters Limited as company, borrower and original guarantor, NP Amazon Filters Ltd as original guarantor, the Security Agent and the other Original Finance Parties have entered into a term and revolving facilities agreement dated 6 July 2022, pursuant to which the Original Lender has agreed to make available certain credit facilities up to an aggregate amount of £18,000,000 (the "**Facilities Agreement**").
- (B) It is a condition precedent under the Facilities Agreement that the Pledgor enters into this Agreement.
- (C) The Security Agent acts with respect to the administration "*Verwaltung*" and realisation "*Verwertung*" of the security created under this Agreement, in accordance with the terms of the Facilities Agreement, as security agent for and on behalf of, among others, the Original Finance Parties.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals and the parties section:

"Ancillary Rights" means all present and future property rights "*Vermögensrechte*" pertaining to the Shares, in particular:

- (a) all present and future monetary claims "*geldwerte Forderungen*" to receive
 - (i) dividends, repayment of capital reserves, compensation in case of withdrawal "*Austritt*", termination "*Kündigung*" or expulsion "*Ausschluß*" of a shareholder of the Company;

- (ii) liquidation proceeds "*Liquidationserlöse*" and redemption proceeds "*Einziehungsentgelte*"; or
 - (iii) proceeds stemming from repaid capital in case of a capital reduction, the surplus in case of surrender "*Preisgabe*" or compensation for additional contributions "*Nachschüsse*";
- (b) the right to subscribe for newly issued shares; and
- (c) all present and future claims of the Pledgor against the Company arising under or in connection with any present or future domination and/or (partial) profit and loss transfer agreement(s) "*Beherrschungs- und/oder (Teil-) Gewinnabführungsvertrag*" between the Pledgor as dominating entity and the Company as dominated entity.

"BGB" means the German Civil Code "*Bürgerliches Gesetzbuch*";

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Collateral" means, collectively, the Shares and the Ancillary Rights;

"Enforcement Event" means the occurrence of an Event of Default which is continuing in respect of which the Agent has given notice;

"Event of Default" means an event or circumstance described as such, which would, inter alia, entitle the Finance Parties to declare any amounts outstanding under the Facilities Agreement due and payable;

"Finance Documents" means the Facilities Agreement and any accession agreement in relation to the Facilities Agreement, any fee letter in connection with the Facilities Agreement, any resignation letter relating to the Facilities Agreement, any Transaction Security Document, any reference rate supplement relating to the Facilities Agreement, any compounding methodology supplement relating to the Facilities Agreement, any hedging agreement in connection with the Facilities Agreement, any hedge counterparty accession letter in connection with the Facilities Agreement as well as any other document designated, as a "Finance Document" by the Pledgor and the Agent;

"Finance Parties" means any Original Finance Party and any person acceding "*beitreten*" to the Facilities Agreement as a new finance party subsequent to the date of this Agreement;

"Future Pledgee" means any person (i) to whom a Pledge is transferred by operation of law, including as a result of transfer or assignment (including by way of assumption of contract "*Vertragsübernahme*") of any part of the Secured Obligations from any Pledgee after the date of this Agreement and/or (ii) which may become a pledgee hereunder by way of accession to this Agreement as a pledgee pursuant to clause 2 (Pledges) hereof;

"Future Shares" means all shares in the Company which the Pledgor acquires after the date of this Agreement, in addition to the Present Shares in the Company by way of acquisition, capital increase or contribution, split of shares or in any other way;

"Group" means the Pledgor and each of its subsidiaries for the time being and NP Amazon Filters Ltd;

"Obligors" means any party to the Facilities Agreement in its capacity as borrower and/or guarantor from time to time;

"Parallel Debt" means the abstract acknowledgement of debt of each Obligor "*abstraktes Schuldversprechen*" pursuant to the Facilities Agreement to pay the Security Agent amounts equal to those amounts owed by such Obligor to the other Finance Parties under or in

connection with any of the Finance Documents, including, for the avoidance of doubt, any obligation arising out of unjust enrichment "*ungerechtfertigte Bereicherung*" or tort "*unerlaubte Handlung*";

"Pledges" means, collectively, all pledges and any other security interests created under this Agreement pursuant to clause 2 (Pledge);

"Present Shares" means all shares in the Company held by the Pledgor at the date of this Agreement with a nominal amount of EUR 25,000, which consist of 25,000 shares in a nominal amount of EUR 1.00;

"Secured Obligations" have the meaning given to such term in Clause 3 (Secured Obligations);

"Security" means a mortgage, charge, pledge, lien, assignment or transfer for security purposes, retention of title arrangement or other in rem security interest (*dingliche Sicherheit*) securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Shares" means the Present Shares and the Future Shares;

"Transaction Security Documents" means each of the documents entered into by any Obligor or the Pledgor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents; and

"ZPO" means the German Code of Civil Procedure "*Zivilprozessordnung*".

1.2 **Construction**

The following principles shall apply to the construction of this Agreement:

- (a) In this Agreement, unless a contrary indication appears, any references to clauses and schedules are references to those of this Agreement.
- (b) The table of contents and the headings in this Agreement are inserted for convenience only and are to be ignored in construing this Agreement.
- (c) The term "laws" shall be construed so as to include all laws, non-legislative provisions and other regulations, mandatory and other official orders, requirements or directives of an authority.
- (d) The terms "Agent", "Original Finance Party", "Pledgees", "Security Agent" or any other person referred and/or defined herein shall be construed so as to include, in each case, its relevant legal successor, assignee and/or transferee to, or of, its relevant rights and obligations under the Finance Documents.
- (e) The term "person" shall be construed so as to include all individuals and legal entities, partnerships, unregistered associations, joint ventures, state organisations, authorities or other corporation and their relevant legal successors.
- (f) The term "Finance Documents" shall be construed so as to include a reference to those documents as they may be amended or restated from time to time.
- (g) The term "Secured Obligations" shall be construed so as to include a reference to those obligations as they may arise from or in connection with any of the Finance Documents as the same may be so amended or restated from time to time.

- (h) To the extent in this Agreement neither a period of time according to the calendar nor an exact point of time has been specified in relation to a performance or obligation of the Pledgor, the Pledgor shall effect such performance or obligation without undue delay "*unverzüglich*".
- (i) Unless a contrary intention appears, the singular of any defined term includes the plural and vice versa.
- (j) This Agreement is made in the English language and, therefore, the English language version shall prevail over any translation of this Agreement. However, any German translation of expressions and/or phrases used in this Agreement shall prevail over the corresponding English expressions and phrases to which they relate.

2. **PLEDGE**

- 2.1 The Pledgor hereby pledges "*verpfändet*" to each of the Pledgees for their rateable and equally ranking interest "*gleichrangig*" the Collateral.
- 2.2 Each Pledgee hereby accepts for itself the creation of the Pledges pursuant to clause 2.1 (Pledge).
- 2.3 The Pledges shall be separate and the Pledges granted to the Original Pledgees shall rank equally with each other. The validity and effect of each Pledge shall be independent from the validity and effect of any other Pledge.
- 2.4 In case of any transfer or assumption of the Secured Obligations (or parts thereof) to, or by, any third party, the Pledgor agrees that the Pledges created hereunder shall remain unaffected and continue to be a security for the Secured Obligations (waiver of section 418 BGB and all similar provisions under any applicable law).
- 2.5 Each of the Original Pledgees hereby accepts the Pledges for itself, and the Security Agent, as representative without power of attorney "*Vertreter ohne Vertretungsmacht*", accepts the respective Pledges for and on behalf of each Future Pledgee. Each Future Pledgee ratifies such acceptance "*Genehmigung der Erklärung des Vertreters ohne Vertretungsmacht*" for itself by accepting the transfer or assignment (including for the avoidance of doubt by way of novation or assumption of contract "*Vertragsübernahme*") of any part of the Secured Obligations from a Pledgee or otherwise by way of ratification in context of a Future Pledgee acceding to any Finance Document or otherwise becoming a party to a Finance Document. Upon such ratification such Future Pledgee becomes a party to this Agreement as Pledgee, it being understood that any future or conditional claim "*zukünftiger oder bedingter Anspruch*" of such Future Pledgee arising under any Finance Document (in each case, for the avoidance of doubt, as amended, varied, novated, supplemented or extended from time to time) shall be secured by the Pledges constituted hereunder. All Parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Agent acting as representative without power of attorney for each Future Pledgee.

3. **SECURED OBLIGATIONS**

- 3.1 The Pledges shall serve as security for any and all present and future liabilities and obligations at any time due which are (or are expressed to be) or become owed by any of the member of the Group and any of the Obligors to any Pledgee under or in connection with the Finance Documents (including the Parallel Debt) (each such document as amended, restated and/or otherwise supplemented (including, but not limited to, any increase of the facilities, the implementation of a new facility, any change of any interest rate, any change of any other payment obligation of the Obligors and/or any extension of maturity), in each case including any obligation arising out of unjust enrichment "*ungerechtfertigte Bereicherung*" or tort "*unerlaubte Handlung*" under any jurisdiction, both actual and

contingent and whether incurred solely or jointly and as principal or surety or in any other capacity; section 1210 sub-section 1 sentence 2 BGB shall be hereby expressly waived.

- 3.2 The obligations secured pursuant to clause 3.1 (Secured Obligations) are hereinafter referred to as the **"Secured Obligations"**.

4. **NOTIFICATION**

The Pledgor hereby notifies the Company of the creation of the Pledges and the Company hereby acknowledges such notification of the Pledges.

5. **COLLECTION OF PROFITS**

Notwithstanding the Pledges, the Pledgor is entitled (i) to collect and retain all dividends and all other payments in respect of its Shares and to receive, retain and exercise all other Ancillary Rights other than the right to receive compensation in case of withdrawal "*Austritt*", termination "*Kündigung*" or expulsion "*Ausschluss*" of a shareholder of the Company, liquidation proceeds "*Liquidationserlöse*" and redemption proceeds "*Einziehungsentgelte*", or proceeds stemming from repaid capital in case of a capital reduction, the surplus in case of surrender "*Preisgabe*" or compensation for additional contributions "*Nachschüsse*" which shall be paid exclusively into an account pledged in favour of the Pledgees, and (ii) to collect, retain and/or dispose of (including by way of set-off "*Aufrechnung*") all payments and payment claims in respect of a domination and/or profit and loss transfer agreement "*Beherrschungs- und/oder Gewinnabführungsvertrag*". Such power of collection may be revoked or otherwise limited by the Security Agent at any time, provided that the requirements stipulated in clause 7.1 (Realisation) have been met, to otherwise safeguard the legitimate interests of the Pledgees under this Agreement.

6. **ADMINISTRATION RIGHTS**

- 6.1 Notwithstanding the creation of the Pledges (but subject to Clause 6.2 below), the administration rights "*Verwaltungsrechte*", in particular the voting rights, attached to the Shares remain with the Pledgor.
- 6.2 With respect to the Company, the Pledgor hereby undertakes to exercise its membership rights (other than with regard to the payment of dividends) in a manner which does not have a material adverse effect on the validity or enforceability of the Collateral or the Pledges.

7. **REALISATION**

- 7.1 Upon the occurrence of an Enforcement Event and if and when the requirements set forth in sections 1273 para. 2, 1204 et seq. German Civil Code with regard to the enforcement of pledges are met "*Pfandreife*", the Pledgees (acting through the Security Agent) shall be entitled to realise the Pledges and to avail themselves of all rights and remedies of a pledgee "*Pfandgläubiger*" pursuant to the laws of the Federal Republic of Germany. In order to enforce the Pledges, the Security Agent (acting on behalf of the other Pledgees) is entitled to sell the Shares by public auction or in any other way permitted by German law.
- 7.2 The Parties agree that the Pledgees (acting through the Security Agent) are entitled to enforce the Pledges without an enforceable title "*vollstreckbarer Titel*" (waiver of section 1277 sentence 1 BGB) or the submission of an enforcement notice "*Vollstreckungsankündigung*" and that one week's prior written notice (without the need to submit further notices) to the Pledgor of its intention to realise the Collateral shall suffice for any realisation of the Pledges. Section 1234 sub-section 2 BGB shall not apply.
- 7.3 Realisation of the Pledges without prior written notice to the Pledgor and without a grace period shall be permissible if (i) the Pledgor has generally ceased to make payments or definitely refuses to comply with its payment obligations under the Finance Documents or

(ii) an application for the commencement of insolvency proceedings in respect of the Pledgor's assets has been filed with the courts or such insolvency proceedings have been actually commenced.

- 7.4 The proceeds from the realisation of the Pledges shall be applied by the Security Agent in accordance with the Facilities Agreement. Sections 770, 1211 and 1224 BGB shall not apply.
- 7.5 The Pledgor herewith waives (by way of an agreement in favour of third parties within the meaning of section 328 BGB "*echter Vertrag zugunsten Dritter*") any recourse claims "*Rückgriffsansprüche*" against any Obligor which the Pledgor may obtain in the event of a realisation of any of the Pledges and/or discharge of any Secured Obligation, including (but not limited to) any claims for compensation "*Aufwendungsersatz*" or contribution "*Ausgleich*" and any Secured Obligation (or corresponding claim) and any security interest securing a Secured Obligation being transferred to the Pledgor by subrogation or otherwise (in particular waiver "*Verzicht*" of a transfer of receivables pursuant to section 1225 BGB). For reasons of precaution, the Pledgor also undertakes (by way of an agreement in favour of third parties within the meaning of section 328 BGB "*echter Vertrag zugunsten Dritter*") not to assert such recourse claims "*Rückgriffsansprüche*".
- 7.6 The Security Agent may determine, at its own discretion, which of the security interests granted with a view to securing the Secured Obligations shall be realised to discharge the Secured Obligations. Section 1230 sentence 2 BGB shall not apply.

8. REPRESENTATIONS AND WARRANTIES

The Pledgor hereby represents and warrants towards each individual Pledgee that as of the date of this Agreement:

- 8.1 the Company is a GmbH and validly exists under the laws of the Federal Republic of Germany and is neither insolvent nor subject to any insolvency proceedings or any refusal of opening any such proceeding as a matter of insufficiency of assets;
- 8.2 the Company has its actual place of administration "*tatsächlicher Verwaltungssitz*" within the Federal Republic of Germany;
- 8.3 the information provided in the definition of the term "Shares" regarding the shareholdings in the Company and the information regarding the name, seat and the entries in the commercial register of the Company is complete and true and all facts capable of being entered into the commercial register of the Company have been entered into the commercial register, and, in particular, no shareholder's resolutions regarding changes to the articles of association of the Company have been passed which are not included in the copy of the articles of association filed with the commercial register of the Company;
- 8.4 the information provided in the definition of the term "Present Shares" regarding the shareholdings in the Company is complete and true;
- 8.5 the Present Shares constitute 100 per cent. of the share capital of the Company and are fully paid up, have not been repaid and are non-assessable "*nicht nachschusspflichtig*";
- 8.6 it is the sole shareholder registered in the shareholder list filed with competent commercial register and solely entitled to dispose over the Present Shares and Ancillary Rights;
- 8.7 the Collateral held by it is free of any encumbrances, third party rights, including sub-participations "*Unterbeteiligungen*" and silent participations "*stille Beteiligungen*" and there are no share options outstanding nor is there any other agreement by virtue of which any person is entitled to have issued or transferred to it any share, option, warrant or other interest of whatever nature, save for § 11 (*Redemption of Shares*) of the Company's articles of association; and

- 8.8 The articles of association of the Company do not contain restrictions of any kind with regard to the creation of the pledge and/or any disposal of the Present Shares except for clause § 10 (*Transfer of Shares*) of the Company's articles of association.

9. **UNDERTAKINGS**

During the term of this Agreement the Pledgor hereby undertakes "*verpflichtet sich*" towards each of the Pledgees:

- 9.1 to pass, within 10 Business Days of the date of this Agreement, a shareholder's resolution pursuant to which clause § 10 (*Transfer of Shares*) and § 11 (*Redemption of Shares*) of the Company's articles of association shall be deleted and such shareholder's resolution to be filed with the competent commercial register (with a copy of such resolution and evidence of filing to be provided to the Security Agent immediately thereafter);
- 9.2 not to assign, transfer, encumber or otherwise dispose of "*verfügung über*" any of its Collateral (or any part thereof), or offer to do so, other than pursuant to this Agreement or as permitted under the Facilities Agreement.
- 9.3 to inform the Security Agent without undue delay "*unverzüglich*" in the event that the Collateral is, or parts thereof are, subject to or affected by any encumbrance, attachment "*Pfändung*" or objection "*Widerspruch*" (including the registration of an objection "*Widerspruch*" in relation to the Shares of the Pledgor in the shareholders' list as filed with the commercial register) or any measure having a similar effect and, in the case of an attachment, to inform the attaching creditor "*Pfändungsgläubiger*" without undue delay "*unverzüglich*" in writing about the Pledges and to send to the Security Agent a copy of the attachment and transfer order "*Pfändungs- und Überweisungsbeschluss*" and of all other documents in relation thereto; and
- 9.4 to refrain from any other actions, and to inform the Security Agent without undue delay "*unverzüglich*" of all matters, which might depreciate, jeopardise or otherwise adversely affect the validity and/or enforceability of the Pledges or the existence of the Collateral or any other rights granted to the Pledgees under this Agreement.

10. **RELEASE OF COLLATERAL**

- 10.1 The Parties are aware that the Pledges are an accessory type of security "*akzessorische Sicherheiten*" ceasing to exist by operation of German law upon full discharge of the Secured Obligations in which case the Security Agent shall confirm to the Pledgor for documentation purposes such cessation upon request.
- 10.2 In case of any realisation in accordance with clause 7 (Realisation), the Security Agent will, upon the full and final discharge of the Secured Obligations, surrender to the Pledgor any possible excess proceeds from the realisation in accordance with the Facilities Agreement. However, the Security Agent shall transfer such proceeds to a third party if legally obliged to do so.
- 10.3 Prior to the full and final discharge of the Secured Obligations, the Pledgees (acting through the Security Agent) shall release, upon request, the Pledges in whole or in part, to the extent required under applicable mandatory German law. The Pledgees (acting through the Security Agent) may, however, decide at their discretion to release other security interests than the Pledges.

11. **NOTICES**

11.1 **Written Form**

- 11.2 Any notice or other communication to be made by the Parties under this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter, electronic scan (with the original to be delivered afterwards to the relevant Party where required).

11.3 **Contact Details**

- (a) The contact details for the Pledgor are as follows:

Amazon filters limited

Address: Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG,
United Kingdom
Fax: +44 (0) 1276 670101
Tel.: +44 (0) 1276 670600
Email: DanScesney@amazonfilters.co.uk
Attention: Mr. Dan Scesney

- (b) The contact details for the Pledgees are as follows:

HSBC UK BANK PLC

Address: 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom
Email: luke.n.howard@hsbc.com
Attention: Luke Howard, Relationship Director

12. **MISCELLANEOUS**

12.1 **Waiver**

No failure (or partial failure) on the part of the Pledgees to exercise or any delay in exercising any rights hereunder shall operate as a waiver or forfeiture thereof, nor shall any single or partial exercise of any right prevent any further or other exercise thereof or of any other rights. Any statutory legal remedies shall not be limited or excluded by the Finance Documents.

12.2 **Partial Invalidity**

If any of the provisions of this Agreement is or becomes invalid, unenforceable or impractical in whole or in part, the validity of the other provisions hereof shall not be affected. In that case the invalid, unenforceable or impractical provision is deemed to be replaced by such valid, enforceable or practical provision or arrangement, which corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision which it needs to contain in order to achieve the economic purpose as expressed herein "*Regelungslücke*".

12.3 **Supplements and Amendments**

Unless notarial form is required by law, any supplements or amendments to this Agreement, including this clause 12.3 (Supplements and Amendments), must be made in writing.

12.4 **Liability**

The Pledgor agrees that none of the Pledgees' or the Security Agent or any of their agents shall be liable for any damages which the Pledgor suffers save for those damages suffered as a result of the relevant Pledgee's, the Security Agent's (or any of its/their agent's) gross negligence or wilful misconduct "*grobe Fahrlässigkeit oder Vorsatz*".

12.5 **Governing Law and Place of Jurisdiction**

- (a) The Parties have the common understanding that this Agreement and any non-contractual obligation "*außervertragliches Schuldverhältnis*" arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (b) The Parties have the common understanding that the place of jurisdiction for any and all actions or proceedings arising out of or in connection with this Agreement shall be the courts in Frankfurt am Main. To the extent legally admissible, each Pledgee may bring legal action against the Pledgor before any other court of competent jurisdiction.

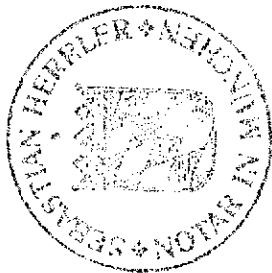
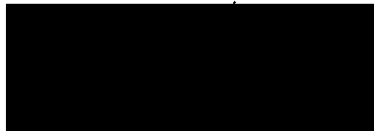
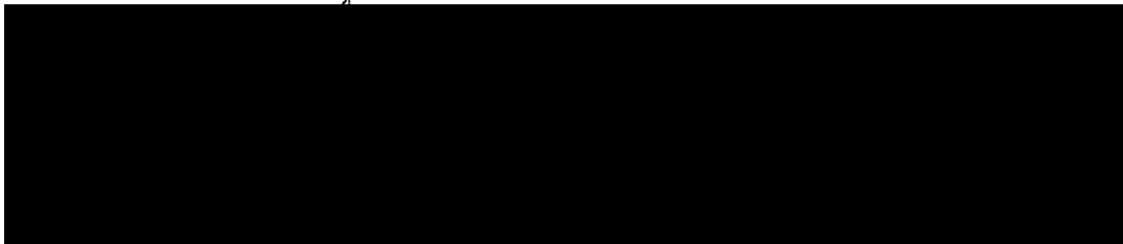
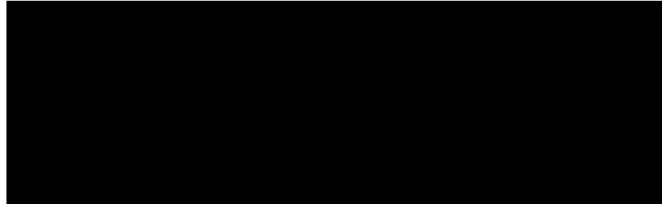
12.6 **Costs and Fees**

The Pledgor shall bear all costs, expenses and fees (including legal costs), in each case plus value-added tax, if applicable, accruing thereon, incurred in connection with the preparation, execution, notarisation, re-notarisation, administration, performance and enforcement of this Agreement, including all court fees, lawyers' fees and notary's fees.

12.7 **Service of Process**

- (a) The Pledgor hereby irrevocably appoints the Company as its agent of service of process "*Zustellungsbevollmächtigten*" in relation to any claim form, notice or other document including for purposes of sections 171, 184 ZPO in relation to any proceeding before any German court in the Federal Republic of Germany in connection with this Agreement for the time until the full and final discharge of the Secured Obligations.
- (b) The Company hereby agrees to being appointed as agent for the service of process (*Zustellungsbevollmächtigter*).

This deed was read aloud to the persons appearing, approved by them and signed by them and the acting notary public in their own hands as follows:





EDWARD YOUNG

NOTARY PUBLIC LONDON
Incorporating Keber-Smith & Associates

TO ALL TO WHOM these presents may come, I, **WENDY YUK WAH SYMON**, Notary Public, of 9 Carlos Place London W1K 3AT, England duly admitted and sworn

DO HEREBY CERTIFY that I have caused an inspection to be made today on the website of the Companies Registration Office in the City of Cardiff (file no. **1318147**) from which file it appears:

1. That the company styled **AMAZON FILTERS LIMITED** ("the Company") is a limited liability company duly incorporated on **22 June 1977**, registered and existing in accordance with English law, with registered office at **Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG**; and
2. That Mr Jeffrey Walter Kirby is listed one of Directors of the Company.

I ALSO CERTIFY that the POWER OF ATTORNEY granted by the Company was executed as a deed in my presence today by the said Mr Jeffrey Walter Kirby (identified by British passport [REDACTED] showing he was born on [REDACTED]) in his capacity of Director for and on behalf of the Company. The document so executed and signed is legal, valid and binding on the Company according to the laws of England and Wales.

IN FAITH AND TESTIMONY hereof I the said notary have put my name and affixed my seal of office at London this 08 August 2022

[REDACTED]
WENDY YUK WAH SYMON
NOTARY PUBLIC



9 Carlos Place London United Kingdom W1K 3AT
Edward Young Limited (RCN 07863424)
Regulated by the Faculty Office
+44 (0)20 7499 2605
notarypublicinlondon.com
www.notarypublicinlondon.com

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	Wendy Yuk Wah Symon
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	08 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-3129588
9. Seal / stamp Sceau / timbre Sello / timbre	10. Signature F. Mayle Signature Firma 



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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

To verify this apostille go to www.verifyapostille.service.gov.uk



Vollmacht

Die **AMAZON FILTERS LIMITED** mit Sitz in Camberley, Surrey, UK, registriert beim Registergericht für England und Wales unter der Nummer 01318147 ist eine nach dem Recht des Vereinigten Königreichs Großbritannien und Nordirland gegründete und existierende Gesellschaft mit beschränkter Haftung. Die Geschäftsadresse lautet: Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG.

(nachfolgend die „**Vollmachtgeberin**“).

I.

Die Vollmachtgeberin bevollmächtigt hiermit jeweils einzeln

Dr. Ulrich Reber,
Maximilian König,
Nick Niederberger

alle geschäftsansässig

SKW Schwarz Rechtsanwälte, Wittelsbacher Platz 1, D-80333 München,

(nachstehend jeder von ihnen als ein „**Bevollmächtigter**“ bezeichnet),

die Vollmachtgeberin bei und im Zusammenhang mit den nachfolgend bezeichneten Projekten und Rechtshandlungen unter Ausschluss jedweder persönlicher Haftung der Bevollmächtigten zu vertreten.

II.

Die Vollmachtgeberin plant die Beteiligung an und Unterstützung der nachfolgenden Projekte (die „**Projekte**“):

1. **Verpfändung** von Geschäftsanteilen an der AMAZON FILTERS GmbH mit Sitz in Hochheim/Main von der AMAZON FILTERS LIMITED mit Sitz in

Power of Attorney

AMAZON FILTERS LIMITED with its principal office in Camberley, Surrey, UK, registered with the Registrar of Companies for England and Wales under docket no. 01318147 is a duly established and existing limited liability company under the laws of the United Kingdom of Great Britain and Northern Ireland. The business address is Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG.

(hereinafter the „**Principal**“).

I.

The Principal hereby grants power of attorney to each individually

each with office at

(hereinafter each of them referred to as an „**Authorised Person**“),

to represent the Principal excluding any personal liability of the Authorised Persons in and in connection with the Projects and acts referred to below.

II.

The Principal plans participating in and furthering the following projects (the „**Projects**“):

1. **pledge** of shares in AMAZON FILTERS GmbH with its seat in Hochheim/Main from AMAZON FILTERS LIMITED with its principal office in Camberley, UK, to



Camberley, UK, an die HSBC UK Bank PLC mit Sitz in Birmingham, UK;

HSBC UK Bank PLC with its principal office in Birmingham, UK;;

- | | |
|--|---|
| <p>2. Änderung der Satzung der AMAZON FILTERS GmbH;</p> <p>3. Nachtrags- / Änderungsvereinbarungen und sonstige Verträge mit Dritten im Zusammenhang mit Auswirkungen der vorgenannten Projekte auf solche Vereinbarungen.</p> | <p>2. change of the articles of association of the AMAZON FILTERS GmbH;</p> <p>3. Supplementary / amendment agreements and other agreements with third parties in connection with effects of the aforementioned Projects on such agreements.</p> |
|--|---|

III.

III.

Die Vollmacht erfasst die Bevollmächtigung zu sämtlichen Arten von Rechtshandlungen in Bezug auf oder im Zusammenhang mit den Projekten. Sie schließt insbesondere die folgenden Arten von Rechtshandlungen ein:

The power of attorney covers the authorization of all types of legal actions in relation to or in connection with the Projects. It includes in particular the following types of legal acts:

- | | |
|--|---|
| <p>a) Abschluss sämtlicher Arten von Verträgen einschließlich Verpfändungsverträgen zur Verpfändung von Geschäftsanteilen, Kaufverträgen zum direkten oder indirekten Erwerb oder Verkauf von Geschäftsanteilen, Unternehmensverträgen, Verschmelzungsverträgen, Gesellschaftervereinbarungen, Darlehens- und sonstigen Finanzierungsverträgen (einschließlich der Gewährung von Darlehen an Dritte zur Finanzierung der Projekte) sowie sämtlicher zum Betrieb eines der beteiligten Unternehmen gehörenden Verträge einschließlich Arbeitsverträgen, jeweils inkl. der Ausfertigung aller damit im Zusammenhang stehender Dokumente und sonstigen Rechtshandlungen;</p> <p>b) Teilnahme an und Stimmabgabe in Gesellschafterversammlungen und Hauptversammlungen (insbesondere nach § 134 Abs. 3 AktG), Fassung von Gesellschafterbeschlüssen innerhalb und außerhalb von Versammlungen, Beschluss von Satzungsänderungen,</p> | <p>a) conclusion of all kinds of contracts including pledge agreements over shares, sale and purchase agreements to directly or indirectly acquire or sell shares, inter-company agreements, merger agreements, shareholders' agreements, loans and other financing agreements (including granting loans to third parties for the financing of projects) as well as all contracts belonging to the operation of one of the participating companies, including employment contracts, in each case including the execution of all related documents and any other acts in connection therewith;</p> <p>b) participating and casting votes in shareholder meetings and general assemblies (in particular pursuant to Sec. 134 para. 3 German Stock Corporation Act (<i>Aktiengesetz</i> – AktG)), taking shareholder resolutions in meetings or otherwise, resolve changes</p> |
|--|---|

SL

Bestellung und Abberufung von Geschäftsführern, Zustimmung zu Verschmelzungen, Zustimmungen zu Verpfändungen von Anteilen, sonstige Ausübung von Gesellschafterrechten, und zwar jeweils soweit Stellvertretung durch den jeweiligen Bevollmächtigten im Einzelfall nach geltendem Recht und Satzung zulässig ist;

to the articles of association, appointing and withdrawing managing directors, approval of mergers, approval of pledge of shares, executing any other shareholder rights; in each case to the extent representation by the individual Authorised Person is permissible under applicable law and the articles of association;

c) **Abgabe sämtlicher Arten von Willenserklärungen**, einschließlich der Abgabe von Übernahme-, Verzichts-, Genehmigungs- und Zustimmungserklärungen (auch im Zusammenhang mit Handlungen gemäß lit. b)), Anmeldungen und Anträge bei Gerichten, Behörden und sonstigen Stellen und Abgabe sonstiger (Willens-) Erklärungen; und

c) **issuing of all kinds of declarations**, including issuing of subscription, waiver, authorisation and consent declarations (including in the context of acts pursuant to lit. b)), executing filings and applications to courts, authorities and other bodies, and making any other statements or declarations; and

d) bei **allen sonstigen Rechtshandlungen**, die mit den vorgenannten Rechtshandlungen direkt oder indirekt zusammenhängen.

d) **in any and all other legal acts** in direct or indirect connection with the above said legal acts.

IV.

IV.

Die Bevollmächtigten sind jeweils dazu berechtigt, **alle** nach ihrem Ermessen in diesem Zusammenhang **notwendigen oder zweckmäßigen Erklärungen** für die Vollmachtgeberin abzugeben und Handlungen für diese vorzunehmen.

The Authorised Persons shall each be authorised to make any and **all statements** and undertake any and **all actions**, which in their reasonable discretion are **necessary or appropriate** in connection with the above said on behalf of the Principal.

Dies schließt die Abgabe notariell zu beurkundender Erklärungen sowie die Abgabe von Erklärungen gegenüber (Register-) Gerichten (einschließlich **Registeranmeldungen**) und Behörden sowie dem Unternehmensregister und dem Transparenzregister mit ein. Dies gilt für Registeranmeldungen nur, wenn diese Vollmacht notariell beglaubigt und, soweit erforderlich, mit Apostille versehen oder sonst überbeglaubigt ist.

This includes the making of notarized declarations as well as the making of declarations vis-à-vis the courts (including those keeping the commercial registries and including **filings to the commercial registry**) and authorities as well as the German *Unternehmensregister* (German online companies' registry) and *Transparenzregister* (German registry for beneficial owners of companies). This shall only apply to filings to the commercial registry, if this power of attorney has been notarised and, to the extent necessary,



confirmed by an apostille or otherwise legalised.

Die Bevollmächtigten sind jeweils von den **Beschränkungen des § 181 BGB** oder ähnlichen Regelungen anderer Rechtsordnungen befreit und berechtigt, Dritten **Untervollmacht** in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB, zu erteilen (§ 181 BGB bestimmt: „Eine Person kann nicht für beide Parteien handeln, einerseits als Vertreter der Partei, die diese Vollmacht erteilt, und andererseits für sich selbst oder als Vertreter einer anderen Partei, es sei denn, sie ist von diesen Beschränkungen seitens der jeweiligen Parteien befreit.“).

The Authorised Persons shall each be exempt from the **restrictions set forth in § 181 German Civil Code** or similar applicable provisions in other jurisdictions and may appoint **sub-representatives** with the same scope of authority, also being exempt from the restrictions set forth in § 181 German Civil Code (§ 181 German Civil Code provides: “A person is prohibited to act on behalf of both parties, on the one side as a representative of the party giving this power of attorney and on the other side on behalf of himself or as a representative of another party, if not exempt from these restrictions by the respective parties”).

Im Zweifel soll diese **Vollmacht umfassend ausgelegt** werden, um den Zweck ihrer Erteilung zu verwirklichen.

In case of doubt, this power of attorney shall be **interpreted extensively** in order to realize the purpose of its granting.

Diese Vollmacht ist **gültig bis** zum Ablauf des **31. Dezember 2022**.

This power of attorney is **valid until** the end of **December 31, 2022**.

Die Vollmachtgeberin **stellt** jeden Bevollmächtigten von sämtlichen **Schäden, Kosten, Ansprüchen und Aufwendungen frei**, die dem Bevollmächtigten im Zusammenhang mit dieser Vollmacht entstehen. Eine persönliche Haftung eines Bevollmächtigten ist, soweit gesetzlich zulässig, ausgeschlossen.

The Principal indemnifies and **holds harmless** each Authorised Person against any **losses, costs, claims or expenses** incurred by or against any Authorised Person in connection with this power of attorney. A personal liability of an Authorised Person is excluded, to the extent legally permissible.

Diese Vollmacht unterliegt **deutschem Sachrecht** und soll nach deutschem Rechtsverständnis ausgelegt werden. Soweit rechtlich zulässig ist ausschließlicher Gerichtsstand München, Deutschland (*Landgericht München I*).

This power of attorney shall be governed by and construed in accordance with the **substantive laws of the Federal Republic of Germany**. To the extent legally permissible, the courts of Munich, Germany (*Landgericht München I*) shall have exclusive jurisdiction.

Sollten Regelungen dieser Vollmacht ganz oder teilweise nichtig, ungültig oder aus welchem Grund auch immer rechtsunwirksam sein, berührt dies die **Wirksamkeit der Vollmacht im Übrigen** nicht.

Should any provisions of this power of attorney be or become void in whole or in part, invalid or due to any reason ineffective, this will not affect the **validity or effectiveness of the remaining provisions**.



Dieses Dokument wurde in einer deutschen und einer englischen Sprachfassung erstellt. Die englische Fassung stellt eine Arbeitsübersetzung dar und ist nicht Teil dieser Urkunde.

This document has been drawn up in German and English language versions. The English version constitutes a working translation and shall not be part of this deed.

Unterschrift(en):

Signature(s):

Für/For AMAZON FILTERS LIMITED:

London, England

8 August 2022,

(Ort, Datum / Place, Date)


(Jeffrey Walter Kirby)

(Vor- und Nachname/ first and last name)

als / its Director, Amazon Filters Limited

(Ort, Datum / Place, Date)

()

(Vor- und Nachname/ first and last name)

als / its _____

JA



EDWARD YOUNG

NOTARY PUBLIC LONDON
Incorporating Kober-Smith & Associates

TO ALL TO WHOM these presents may come, I, **WENDY YUK WAH SYMON**, Notary Public, of 9 Carlos Place London W1K 3AT, England duly admitted and sworn

DO HEREBY CERTIFY that I have caused an inspection to be made today on the website of the Companies Registration Office in the City of Cardiff (file no. **1318147**) from which file it appears:

1. That the company styled **AMAZON FILTERS LIMITED** ("the Company") is a limited liability company duly incorporated on **22 June 1977**, registered and existing in accordance with English law, with registered office at **Albany Park Estate, Frimley Road, Camberley, Surrey, GU16 7PG**; and
2. That Mr Jeffrey Walter Kirby is listed one of Directors of the Company.



I ALSO CERTIFY that the **POWER OF ATTORNEY** granted by the Company was executed and signed as a deed in my presence today by the said Mr Jeffrey Walter Kirby (identified by British passport [REDACTED] showing his date of birth to be [REDACTED]) in his capacity as Director of the Company and in that capacity and in accordance with the Articles of Association of the Company and is authorised to sign on behalf of the Company alone, in particular, to adopt resolutions of shareholders of subsidiaries on behalf of the Company.

IN FAITH AND TESTIMONY hereof I the said notary have put my name and affixed my seal of office at London this 08 August 2022

WENDY YUK WAH SYMON
NOTARY PUBLIC



Carlos Place London United Kingdom W1K 3AT
Edward Young Limited (RCN 07863424)
Registered by the Faculty Office
+44 (0)20 7499 2605
wry@notarypublicinlondon.com
notarypublicinlondon.com

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	Wendy Yuk Wah Symon
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	08 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-3129589
9. Seal / stamp Sceau / timbre Sello / timbre 	10. Signature F. Mayle Signature Firma 

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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

To verify this apostille go to www.verifyapostille.service.gov.uk



Vollmacht

Die **AMAZON FILTERS GmbH** mit Sitz in Hochheim am Main, registriert beim Handelsregister des Amtsgerichts Wiesbaden unter der Nummer HRB 23944 ist eine nach dem Recht des Staates Deutschland gegründete und existierende Gesellschaft mit beschränkter Haftung. Die Geschäftsadresse lautet: Hajo-Rüter-Strasse 14, 65239 Hochheim am Main, Deutschland.

(nachfolgend die „**Vollmachtgeberin**“).

I.

Die Vollmachtgeberin bevollmächtigt hiermit jeweils einzeln

**Dr. Ulrich Reber,
Maximilian König,
Nick Niederberger**

alle geschäftsansässig

SKW Schwarz Rechtsanwälte, Wittelsbacher Platz 1, D-80333 München,

(nachstehend jeder von ihnen als ein „**Bevollmächtigter**“ bezeichnet),

die Vollmachtgeberin bei und im Zusammenhang mit den nachfolgend bezeichneten Projekten und Rechtshandlungen unter Ausschluss jedweder persönlicher Haftung der Bevollmächtigten zu vertreten.

II.

Die Vollmachtgeberin plant die Beteiligung an und Unterstützung der nachfolgenden Projekte (die „**Projekte**“):

1. **Verpfändung** von Geschäftsanteilen an der AMAZON FILTERS GmbH mit Sitz in Hochheim/Main von der AMAZON FILTERS LIMITED mit Sitz in

Power of Attorney

AMAZON FILTERS GmbH with its principal office in Hochheim am Main, registered with the commercial register of the local court of Wiesbaden under docket no. HRB 23944 is a duly established and existing limited liability company (*GmbH*) under the laws of Germany. The business address is Hajo-Rüter-Strasse 14, 65239 Hochheim am Main, Germany.

(hereinafter the „**Principal**“).

I.

The Principal hereby grants power of attorney to each individually

each with office at

(hereinafter each of them referred to as an „**Authorised Person**“),

to represent the Principal excluding any personal liability of the Authorised Persons in and in connection with the Projects and acts referred to below.

II.

The Principal plans participating in and furthering the following projects (the „**Projects**“):

1. **pledge** of shares in AMAZON FILTERS GmbH with its seat in Hochheim/Main from AMAZON FILTERS LIMITED with its principal office in Camberley, UK, to



Camberley, UK, an die HSBC UK Bank PLC mit Sitz in Birmingham, UK;

HSBC UK Bank PLC with its principal office in Birmingham, UK;

- | | |
|--|---|
| 2. Änderung der Satzung der AMAZON FILTERS GmbH; | 2. change of the articles of association of the AMAZON FILTERS GmbH; |
| 3. Nachtrags- / Änderungsvereinbarungen und sonstige Verträge mit Dritten im Zusammenhang mit Auswirkungen der vorgenannten Projekte auf solche Vereinbarungen. | 3. Supplementary / amendment agreements and other agreements with third parties in connection with effects of the aforementioned Projects on such agreements. |

III.

Die Vollmacht erfasst die Bevollmächtigung zu sämtlichen Arten von Rechtshandlungen in Bezug auf oder im Zusammenhang mit den Projekten. Sie schließt insbesondere die folgenden Arten von Rechtshandlungen ein:

III.

The power of attorney covers the authorization of all types of legal actions in relation to or in connection with the Projects. It includes in particular the following types of legal acts:

- | | |
|---|---|
| a) Abschluss sämtlicher Arten von Verträgen einschließlich Verpfändungsverträgen zur Verpfändung von Geschäftsanteilen, Kaufverträgen zum direkten oder indirekten Erwerb oder Verkauf von Geschäftsanteilen, Unternehmensverträgen, Verschmelzungsverträgen, Gesellschaftervereinbarungen, Darlehens- und sonstigen Finanzierungsverträgen (einschließlich der Gewährung von Darlehen an Dritte zur Finanzierung der Projekte) sowie sämtlicher zum Betrieb eines der beteiligten Unternehmen gehörenden Verträge einschließlich Arbeitsverträgen, jeweils inkl. der Ausfertigung aller damit im Zusammenhang stehender Dokumente und sonstigen Rechtshandlungen; | a) conclusion of all kinds of contracts including pledge agreements over shares, sale and purchase agreements to directly or indirectly acquire or sell shares, inter-company agreements, merger agreements, shareholders' agreements, loans and other financing agreements (including granting loans to third parties for the financing of projects) as well as all contracts belonging to the operation of one of the participating companies, including employment contracts, in each case including the execution of all related documents and any other acts in connection therewith; |
| b) Teilnahme an und Stimmabgabe in Gesellschafterversammlungen und Hauptversammlungen (insbesondere nach § 134 Abs. 3 AktG), Fassung von Gesellschafterbeschlüssen innerhalb und außerhalb von Versammlungen, Beschluss von Satzungsänderungen, | b) participating and casting votes in shareholder meetings and general assemblies (in particular pursuant to Sec. 134 para. 3 German Stock Corporation Act (<i>Aktiengesetz</i> – AktG)), taking shareholder resolutions in meetings or otherwise, resolve changes |

Bestellung und Abberufung von Geschäftsführern, Zustimmung zu Verschmelzungen, Zustimmung zu Verpfändungen von Anteilen, sonstige Ausübung von Gesellschafterrechten, und zwar jeweils soweit Stellvertretung durch den jeweiligen Bevollmächtigten im Einzelfall nach geltendem Recht und Satzung zulässig ist;

to the articles of association, appointing and withdrawing managing directors, approval of mergers, approval of pledge of shares, executing any other shareholder rights; in each case to the extent representation by the individual Authorised Person is permissible under applicable law and the articles of association;

- c) **Abgabe sämtlicher Arten von Willenserklärungen**, einschließlich der Abgabe von Übernahme-, Verzichts-, Genehmigungs- und Zustimmungserklärungen (auch im Zusammenhang mit Handlungen gemäß lit. b)), Anmeldungen und Anträge bei Gerichten, Behörden und sonstigen Stellen und Abgabe sonstiger (Willens-) Erklärungen; und

- c) **issuing of all kinds of declarations**, including issuing of subscription, waiver, authorisation and consent declarations (including in the context of acts pursuant to lit. b)), executing filings and applications to courts, authorities and other bodies, and making any other statements or declarations; and

- d) bei **allen sonstigen Rechtshandlungen**, die mit den vorgenannten Rechtshandlungen direkt oder indirekt zusammenhängen.

- d) **in any and all other legal acts** in direct or indirect connection with the above said legal acts.

IV.

Die Bevollmächtigten sind jeweils dazu berechtigt, **alle** nach ihrem Ermessen in diesem Zusammenhang **notwendigen oder zweckmäßigen Erklärungen** für die Vollmachtgeberin abzugeben und Handlungen für diese vorzunehmen.

Dies schließt die Abgabe notariell zu beurkundender Erklärungen sowie die Abgabe von Erklärungen gegenüber (Register-) Gerichten (einschließlich **Registeranmeldungen**) und Behörden sowie dem Unternehmensregister und dem Transparenzregister mit ein. Dies gilt für Registeranmeldungen nur, wenn diese Vollmacht notariell beglaubigt und, soweit erforderlich, mit Apostille versehen oder sonst überbeglaubigt ist.

IV.

The Authorised Persons shall each be authorised to make any and **all statements** and undertake any and **all actions**, which in their reasonable discretion are **necessary or appropriate** in connection with the above said on behalf of the Principal.

This includes the making of notarized declarations as well as the making of declarations vis-à-vis the courts (including those keeping the commercial registries and including **filings to the commercial registry**) and authorities as well as the German *Unternehmensregister* (German online companies' registry) and *Transparenzregister* (German registry for beneficial owners of companies). This shall only apply to filings to the commercial registry, if this power of attorney has been notarised and, to the extent necessary,



confirmed by an apostille or otherwise legalised.

Die Bevollmächtigten sind jeweils von den **Beschränkungen des § 181 BGB** oder ähnlichen Regelungen anderer Rechtsordnungen befreit und berechtigt, Dritten **Untervollmacht** in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB, zu erteilen (§ 181 BGB bestimmt: „Eine Person kann nicht für beide Parteien handeln, einerseits als Vertreter der Partei, die diese Vollmacht erteilt, und andererseits für sich selbst oder als Vertreter einer anderen Partei, es sei denn, sie ist von diesen Beschränkungen seitens der jeweiligen Parteien befreit.“).

The Authorised Persons shall each be exempt from the **restrictions set forth in § 181 German Civil Code** or similar applicable provisions in other jurisdictions and may appoint **sub-representatives** with the same scope of authority, also being exempt from the restrictions set forth in § 181 German Civil Code (§ 181 German Civil Code provides: “A person is prohibited to act on behalf of both parties, on the one side as a representative of the party giving this power of attorney and on the other side on behalf of himself or as a representative of another party, if not exempt from these restrictions by the respective parties”).

Im Zweifel soll diese **Vollmacht umfassend ausgelegt** werden, um den Zweck ihrer Erteilung zu verwirklichen.

In case of doubt, this power of attorney shall be **interpreted extensively** in order to realize the purpose of its granting.

Diese Vollmacht ist **gültig bis** zum Ablauf des **31. Dezember 2022**.

This power of attorney is **valid until** the end of **December 31, 2022**.

Die Vollmachtgeberin **stellt** jeden Bevollmächtigten von sämtlichen **Schäden, Kosten, Ansprüchen und Aufwendungen frei**, die dem Bevollmächtigten im Zusammenhang mit dieser Vollmacht entstehen. Eine persönliche Haftung eines Bevollmächtigten ist, soweit gesetzlich zulässig, ausgeschlossen.

The Principal indemnifies and **holds harmless** each Authorised Person against any **losses, costs, claims or expenses** incurred by or against any Authorised Person in connection with this power of attorney. A personal liability of an Authorised Person is excluded, to the extent legally permissible.

Diese Vollmacht unterliegt **deutschem Sachrecht** und soll nach deutschem Rechtsverständnis ausgelegt werden. Soweit rechtlich zulässig ist ausschließlicher Gerichtsstand München, Deutschland (*Landgericht München I*).

This power of attorney shall be governed by and construed in accordance with the **substantive laws of the Federal Republic of Germany**. To the extent legally permissible, the courts of Munich, Germany (*Landgericht München I*) shall have exclusive jurisdiction.

Sollten Regelungen dieser Vollmacht ganz oder teilweise nichtig, ungültig oder aus welchem Grund auch immer rechtsunwirksam sein, berührt dies die **Wirksamkeit der Vollmacht im Übrigen** nicht.

Should any provisions of this power of attorney be or become void in whole or in part, invalid or due to any reason ineffective, this will not affect the **validity or effectiveness of the remaining provisions**.

Ju

SKW
Schwarz

Dieses Dokument wurde in einer deutschen und einer englischen Sprachfassung erstellt. Die englische Fassung stellt eine Arbeitsübersetzung dar und ist nicht Teil dieser Urkunde.

This document has been drawn up in German and English language versions. The English version constitutes a working translation and shall not be part of this deed.

Unterschrift(en):

Signature(s):

Für/For AMAZON FILTERS GmbH:

London, England

8 August 2022.

(Ort, Datum / Place, Date)

(Jeffrey Walter Kirby)

(Vor- und Nachname/ first and last name)

als / its Director, Amazon Filters Limited

Ich, **Martin Anthony CHARLTON**, öffentlicher, durch königliche Ermächtigung gehörig zugelassener und vereidigter Notar in England und Wales, amtsansässig in der Stadt London,

BEGLAUBIGE HIERMIT

DIE am Fuße der hier angehefteten Vollmacht befindliche, im Namen der Gesellschaft in Firma „**HSBC UK BANK PLC**“ (hiernach „die Gesellschaft“ genannt) geleistete Unterschrift der mir von Person bekannten Frau **Nicola Suzanne BLACK**, einer britischen Staatsangehörigen, geboren am [REDACTED] Inhaberin des am [REDACTED] ausgestellten britischen Reisepasses Nummer [REDACTED] einer Bevollmächtigten der vorgenannten Gesellschaft;

SOWIE die am Fuße dieser Vollmacht befindliche Unterschrift des mir ebenfalls von Person bekannten Herrn **Alexander Richard ALDERSON**, der die Unterschrift der Frau **Nicola Suzanne BLACK** auf der besagten Vollmacht bezeugt hat.

FERNER BESCHEINIGE ICH aufgrund einer von mir am heutigen Tage vorgenommenen Einsichtnahme in die entsprechenden, beim Gesellschaftsregisteramt für England und Wales gesetzmäßig aufbewahrten Unterlagen, dass die besagte „**HSBC UK BANK PLC**“ eine unter der Nummer **9928412** ordnungsgemäß errichtete und noch bestehende Aktiengesellschaft englischen Rechts mit dem Sitz 1 Centenary Square, Birmingham B1 1HQ, England, ist;

DASS die vorgenannte Frau **Nicola Suzanne BLACK** aufgrund einer mir in Kopie vorgelegten, von der Gesellschaft zu ihren Gunsten erteilten Vollmacht vom 27. August 2021 befugt ist, die angeheftete Vollmacht im Namen der genannten Gesellschaft alleine zu unterzeichnen;

UND DASS die so in Gegenwart eines Zeugen unterzeichnete Vollmacht in Übereinstimmung mit den Bestimmungen des englischen Gesellschaftsgesetzes von 2006 (*Companies Act 2006*) gemäß englischer Rechtsform vollzogen worden und für die genannte Gesellschaft „**HSBC UK BANK PLC**“ in jeder Hinsicht rechtsverbindlich ist.

ZUM ZEUGNIS DESSEN habe ich meine Unterschrift und mein Amtssiegel hier beigefügt in London am heutigen 18. Juli im Jahre 2022.

[REDACTED]
Martin Anthony CHARLTON
Notar in London, England

MAC/13229/01
L (Germany) x 1



DE PINNA

NOTARIES

I, Martin Anthony CHARLTON, a Notary Public in England and Wales, duly authorised and sworn by Royal Warrant, resident in the City of London,

DO HEREBY CERTIFY

THE signature below the power of attorney annexed hereto, provided on behalf and in the name of the company with the registered name "**HSBC UK BANK PLC**" (hereinafter referred to as "the Company") by Mrs. **Nicola Suzanne BLACK**, a British national born on [REDACTED], holder of British passport number [REDACTED] issued on [REDACTED], a proxy of the above-named Company, known to me personally;

AND the signature of Mr. **Alexander Richard ALDERSON**, also known to me by person, below that power of attorney who witnessed the signature of Mrs. **Nicola Suzanne BLACK** on the said power of attorney.

I FURTHER CERTIFY, on the basis of an examination made by me on this day of the relevant documents lawfully deposited with the House of Companies England and Wales, that the said "**HSBC UK BANK PLC**" is a public limited company registered under number 9928412, duly incorporated and subsisting under English law, with registered office at 1 Centenary Square, Birmingham 1 1HQ, England;



THAT the aforesaid Mrs. **Nicola Suzanne BLACK**, by virtue of a power of attorney dated 27 August 2021 and granted by the Company in her favour, a copy of which has been delivered to me, is authorised to sign the appended power of attorney alone on behalf of the said Company;

AND THAT the power of attorney so signed in the presence of a witness has been executed in accordance with the provisions of the Companies Act 2006 under English law and is binding in all respects on the said company "**HSBC UK BANK PLC**".

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal in London this 18th Day of July in the year 2022.

Martin Anthony CHARLTON

Notary in London, England

APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / País:	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	Martin Anthony Charlton
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	19 July 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-3089360
9. Seal / stamp Sceau / timbre Sello / timbre.. 	10. Signature A. O'Sullivan Signature Firma 

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POWER OF ATTORNEY

The undersigned

HSBC UK Bank plc

in its capacity as original lender under the Facilities Agreement (as defined below)

(the "**Principal**")

hereby grants power of attorney to

Anne Grewlich
Derk Opitz
Filip Kurkowski
Nikolos Tsagareli
Dr. Philipp Vorbeck
Gabrielle Metherall
Torsten Limberg
Alexander Vorndran
Dr. Jan Ulrich Heinemann
Patrick Rauch
Isabelle Renninger-Dupont
Nils Boie-Wegener
Sascha Lotholz
Yasaman Zargar
Petra Schott
Ouafaa Elouariachi
Jeanine Boch-Kraul
Mohana Knipp
Kerstin Hartmann
Henriette von Zitzewitz
Anna Bormann
Leila Reder
Vinzent Wanner
Nina Kazemian
Zhong-Hui Lisa Yu

each of

Ashurst LLP
OpernTurm, Bockenheimer Landstraße 2-4
60306 Frankfurt am Main, Germany;

and to

Dr. Matthias Weissinger
Sabrina Bremer
Franziska Sauer
Lorenz Schwojer
Ena Selimbegovic
Ariana Fazlic
Michael Röhm
Maria Uhlig
Sebastian Stiegmann

each of

Ashurst LLP
Ludwigpalais, Ludwigstr. 8
80539 Munich, Germany

(the persons authorised are referred to as the "**Attorneys**" and each of them an "**Attorney**"),

each individually to represent the Principal in negotiations, the conclusion, the amendment and the execution (including the ratification and confirmation) of:

- a) a share pledge agreement among, *inter alios*, Amazon Filters Limited as pledgor in relation to the shares held by it in Amazon Filters GmbH, the Principal as pledgee, and Amazon Filters GmbH as pledged company relating to the pledge over the shares in Amazon Filters GmbH (the "**Share Pledge Agreement**");
- b) any other agreement, resolution and/or document governed by German law to be entered into and/or executed by the Principal in connection with the Facilities Agreement (as defined below) (the "**Additional Documents**" and, together with the Share Pledge Agreement, the "**Transaction Agreements**");

to be entered into in connection with a £18,000,000 term and revolving facilities agreement (as amended, restated, extended or otherwise modified from time to time, the "**Facilities Agreement**") among, *inter alios*, the Principal as original lender, Amazon Filters Limited as original borrower and original guarantor and others.

Each Attorney is further authorised to agree the terms of any agreements which in their opinion are necessary or desirable in the above context as well as to make and receive all declarations and to take such legal steps they deem necessary or appropriate in the above context (including the dating of agreements, documents and other declarations) or which are considered necessary or expedient in order to give effect to such declarations or measures, whether in verbal form "*mündlicher Form*", written form "*schriftlicher Form*", electronic form "*elektronischer Form*", text form "*Textform*", notarial form "*notarieller Beurkundung*", or officially certified "*öffentlicher Beglaubigung*".

Each of the Attorneys is authorised to represent the Principal individually. The Attorneys are, and each of them is, released from the restrictions of section 181 of the German Civil Code (and any similar restrictions under any other applicable law). The Attorneys are also permitted to ratify any statements made or agreements executed by themselves or by any third parties.

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

This Power of Attorney shall be effective in particular vis-à-vis authorities and courts.

For the avoidance of doubt, this Power of Attorney shall be construed broadly in order to achieve the underlying purpose. Any change to the date of execution of, to the amounts of the facilities made available under and/or to the parties to the Facilities Agreement, or any other document in connection therewith will not affect the validity or scope of this power of attorney.

This Power of Attorney shall expire on 30 September 2022, 24:00 CET (the "**Expiry Date**") unless revoked earlier in writing by the Principal to the Attorneys. The Attorney no longer has the right to act for the Principal once the Expiry Date is reached or following receipt of the Principal's revocation of this Power of Attorney.

The Principal shall indemnify the Attorneys and keep them indemnified against any and all costs, claims and liabilities which they may incur as a result of anything done by them in the exercise of any powers conferred, or purported to be conferred, on them by this Power of Attorney, unless caused by gross negligence or wilful misconduct of the Attorneys.

Each Attorney is, to the extent permitted by law, exempt from any personal liability.

Birmingham

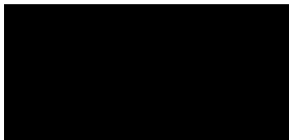
Place

14 July 2022

Date

Executed and Delivered as a Deed by HSBC UK Bank plc

acting by



Nicola Black
Attorney-in-fact



Alex Alderson
Witness

Company Secretary

Assistant Company Secretary
1 Centenary Square, Birmingham, B1 1HQ

Hiermit beglaubige ich die Übereinstimmung der in dieser Datei enthaltenen Bilddaten (Abschrift)
mit dem mir vorliegenden Papierdokument (Urschrift).

München, den 25.08.2022

Konrad Selder, Notarvertreter/in

I hereby certify that the image data contained in this file (certified copy) is consistent with the paper document (original) in my possession.

Munich, 25 August 2022

Konrad Selder, Notary public representative