

EXECUTION  
VERSION

18 November 2021

# Agreement for Registered Pledges and Financial Pledges over the Bank Account Receivables

between

**ING BANK N.V.  
ACTING THROUGH  
ING BANK N.V., LONDON BRANCH**  
as Pledgee

and

**ROLAMIL INVESTMENTS SP. Z O.O.**  
as Pledgor

**Table of Contents**

1. INTERPRETATION ..... 1

2. CREATION OF SECURITY ..... 4

3. REGISTRATION, NOTICES AND FURTHER ASSURANCES ..... 6

4. SECURITY REPRESENTATIONS AND UNDERTAKINGS..... 7

5. PROCEDURE FOR THE ENFORCEMENT OF SECURITY ..... 8

6. APPLICATION OF PROCEEDS ..... 9

7. CHANGES TO THE PARTIES ..... 9

8. AMENDMENTS..... 9

9. LANGUAGE AND COUNTERPARTS ..... 9

10. GOVERNING LAW..... 9

11. SERVICE OF PROCESS..... 9

12. SETTLEMENT OF DISPUTES..... 10

SCHEDULE 1 LIST OF BANK ACCOUNTS..... 11

SCHEDULE 2 FORM OF NOTICE OF THE FINANCIAL PLEDGE ..... 12

    PART 1 FORM OF NOTICE OF THE FINANCIAL PLEDGE ..... 12

    PART 2 FORM OF ACKNOWLEDGEMENT OF THE FINANCIAL PLEDGE..... 14

SCHEDULE 3 FORM OF ENFORCEMENT NOTICE..... 15

**THIS AGREEMENT** (the “**Agreement**”) is made on 18 November 2021

**BETWEEN**

- (1) **ING BANK N.V.**, a banking corporation duly organised and existing under the laws of the Netherlands, with registered address at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands, registered with the Dutch trade register (*handelsregister*) maintained by the Chamber of Commerce (*Kamer van Koophandel en Fabrieken*) with registration number 33031431, acting through **ING BANK N.V., LONDON BRANCH**, 8-10 Moorgate, London EC2R 6DA, England (the “**Pledgee**”);
- and
- (2) **ROLAMIL INVESTMENTS SP. Z O.O.**, with its registered office in Warsaw, at ul. Towarowa 28, 00-839 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under number 0000905045, with REGON number 389150241, NIP number 5272960366 and with a fully paid-up share capital of PLN 5,000 (the “**Pledgor**”).

The above entities shall hereinafter be jointly referred to as the “**Parties**” and individually as a “**Party**”.

**BACKGROUND**

- (A) The Pledgor enters into this Agreement in connection with the Senior Facilities Agreement and the Intercreditor Agreement (as defined below).
- (B) Under Clause 17.5 (*Senior Secured Security Agent Claim (Covenant to pay the Security Agent)*) of the Intercreditor Agreement governed by English law, the Pledgee has independent and separate pecuniary claims against each Debtor (as defined in the Intercreditor Agreement), including the Pledgor.
- (C) In order to secure the payment of all amounts due to the Pledgee from the Pledgor under the 17.5 (*Senior Secured Security Agent Claim (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, the Pledgor is under an obligation to establish the Registered Pledges and Financial Pledges (as defined below) over the Pledged Receivables (as defined below) on terms and conditions set out in this Agreement.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1. Definitions**

In this Agreement:

- “**Account Bank**” means each bank referred to in **Schedule 1** (*List of the Bank Accounts*) maintaining the Bank Accounts for the Pledgor, and the term “**Account Banks**” shall be construed accordingly.
- “**Act on Financial Collateral**” means the Act on Certain Financial Collateral of 2 April 2004.
- “**Act on Registered Pledge**” means the Act on Registered Pledge and the Pledge Register of 6 December 1996.

<b>“Agreed Security Principles”</b>	has the meaning given to this term in the Senior Facilities Agreement.
<b>“Bank Account Agreement”</b>	means each bank account agreement referred to in <b>Schedule 1</b> ( <i>List of the Bank Accounts</i> ), and the term <b>“Bank Account Agreements”</b> shall be construed accordingly.
<b>“Bank Account”</b>	means each bank account referred to in <b>Schedule 1</b> ( <i>List of the Bank Accounts</i> ), and the term <b>“Bank Accounts”</b> shall be construed accordingly.
<b>“Bankruptcy Law”</b>	means the Act on Bankruptcy Law of 28 February 2003.
<b>“Business Day”</b>	has the meaning given to this term in the Intercreditor Agreement.
<b>“Catalogue”</b>	means the catalogue of descriptions of the items subject to a registered pledge attached to the Ordinance of the Minister of Justice on the detailed organisation and maintenance of the register of pledges of 15 October 1997 as schedule 1.
<b>“Civil Code”</b>	means the Polish Civil Code of 23 April 1964.
<b>“Enforcement Event”</b>	means a notice of enforcement of security that has been given by the Security Agent which has not been revoked or rescinded following a Senior Secured Acceleration Event that is continuing.
<b>“Enforcement Notice”</b>	means a notice from the Pledgee to the Pledgor substantially in the form of <b>Schedule 3</b> ( <i>Form of Enforcement Notice</i> ).
<b>“Financial Pledges”</b>	means the financial pledges over each of the Pledged Receivable established under Clause 2.1.1 hereof.
<b>“Group”</b>	has the meaning given to this term in the Intercreditor Agreement.
<b>“Intercreditor Agreement”</b>	means the intercreditor agreement between, inter alia, the Pledgor as debtor, and the Pledgee, as the original senior agent, dated 18 November 2021.
<b>“Legal Reservations”</b>	has the meaning given to this term in the Intercreditor Agreement.
<b>“New Bank Account”</b>	means any material bank account maintained for Pledgor, opened in Poland after the date of this Agreement, that can be subject to a pledge in accordance with Polish law

excluding, for the avoidance of doubt, any bank accounts which are part of the Group's cash pooling or factoring arrangements (to the extent not permitted under the applicable terms of such cash pool or factoring arrangement).

- "Perfection Requirements"** has the meaning given to this term in the Intercreditor Agreement.
- "Pledges"** means jointly the Registered Pledges and the Financial Pledges.
- "Pledged Receivable"** means in relation to each Bank Account the Pledgor's claim against the relevant Account Bank for the payment of funds deposited from time to time on a given Bank Account together with accrued interest and any claims connected with the above claim, and the term **"Pledged Receivables"** shall be construed accordingly.
- "Registered Pledges"** means the registered pledges over each of the Pledged Receivable established under Clause 2.2.1 hereof.
- "Restructuring Law"** means the Polish Act on Restructuring Law of 15 May 2015.
- "Secured Claim"** means the pecuniary claim of the Pledgee against the Pledgor under or in connection with Clause 17.5 (*Senior Secured Security Agent Claim (Covenant to pay the Security Agent)*) of the Intercreditor Agreement.
- "Security Period"** means the period beginning on the date of this Agreement and ending on the date on which the Secured Claim has been validly, effectively and unconditionally paid or discharged in full and expired.
- "Senior Facilities Agreement"** means the senior facilities agreement between, inter alia, the Pledgor, as the original borrower and original guarantor, and the Pledgee, as the agent and security agent, dated 18 November 2021, under which and on the terms and conditions provided for therein, certain facilities will be granted, including a term facility up to the maximum amount of EUR 51,635,000, term facility up to the maximum amount of PLN 205,000,000, term facility up to the maximum amount of EUR 154,905,000, term facility up to the maximum amount of PLN 615,000,000 and revolving facility up to the maximum amount of EUR 100,000,000 (in each case as may be further increased).
- "Senior Secured Acceleration Event"** has the meaning given to this term in the Intercreditor Agreement.

**“Senior Secured Finance** has the meaning given to this term in the Intercreditor Document” or **“Senior Agreement. Secured Finance Documents”**

## 1.2. Interpretation

- 1.2.1. All terms written with capital letters and not defined in this Agreement have the meaning ascribed to them in the Intercreditor Agreement.
- 1.2.2. Any reference in this Agreement to any agreement or document (including this Agreement and in particular, but without limitation, the “Senior Facilities Agreement” and the “Intercreditor Agreement”) shall be construed as a reference to such agreement or document as amended, varied, novated or supplemented from time to time.
- 1.2.3. Unless otherwise stated, “Clause” is a reference to a Clause or sub-Clause of this Agreement and “Schedule” is a reference to a schedule attached to this Agreement.
- 1.2.4. Words imparting the singular, shall be construed, as applicable, to include the plural and *vice versa*.
- 1.2.5. A provision of law is a reference to that provision as amended or re-enacted.
- 1.2.6. If there is any conflict or discrepancy between this Agreement and the Senior Facilities Agreement (including the Agreed Security Principles, as specified in the Senior Facilities Agreement) or the Intercreditor Agreement then (to the fullest extent permitted by law) the provisions of the Senior Facilities Agreement (including the Agreed Security Principles, as specified in the Senior Facilities Agreement) or (as applicable) the Intercreditor Agreement will take priority over the provisions of this Agreement.
- 1.2.7. The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Agreement as though they were set out in full in this Agreement.
- 1.2.8. An action, arrangement, transaction or item being "permitted" (or its cognate forms) shall include any action, arrangement, transaction or item which is not expressly prohibited.

## 2. CREATION OF SECURITY

### 2.1. Establishment of the Financial Pledges

- 2.1.1. In order to secure the Secured Claim, the Pledgor establishes in favour of the Pledgee a separate first-ranking financial pledge over each Pledged Receivable (together as the **“Financial Pledges”**).
- 2.1.2. The Pledgee consents to the establishment of each Financial Pledge.
- 2.1.3. The Financial Pledge will expire at the end of the Security Period, however not later than at the end of 31 December 2031.

### 2.2. Establishment of the Registered Pledge

- 2.2.1. In order to secure the Secured Claim, the Pledgor establishes in favour of the Pledgee a separate first-ranking registered pledge over each Pledged Receivable up to the maximum secured amount of EUR 725,361,495 (seven hundred twenty-five million three hundred sixty-one thousand four hundred ninety-five euro) (together as the **“Registered Pledges”**).
- 2.2.2. The Pledgee consents to the establishment of each Registered Pledge.

### 2.3. Use of the funds deposited on the Bank Accounts

**2.3.1.** The Parties hereby agree that:

- (a) to the extent not prohibited by (or permitted in accordance with a consent granted under) the Senior Secured Finance Documents, the Pledgor will continue to be entitled to receive any profits from the Pledged Receivables and to undertake any operations in respect of such funds deposited on the Bank Accounts (and in particular, (i) shall not be required to maintain a minimum (or positive) balance in any Bank Account at any time; and (ii) shall be free to close any Bank Account at any time without any prior consent or notification requirement) until the occurrence of an Enforcement Event, and, until the occurrence of an Enforcement Event the provisions of Article 319 in connection with Article 328 of the Civil Code, Article 333 of the Civil Code and Article 12 par. 1 of the Act on Financial Collateral shall not apply;
- (b) upon the occurrence of an Enforcement Event, the Pledgee shall have the right to use all the benefits associated with the Pledged Receivables, in particular it shall be entitled to receive all profits from the Pledged Receivables, in accordance with Article 319 in connection with Article 328 of the Civil Code and Article 12 of the Act on Financial Collateral.

**2.3.2.** If the Pledgor receives any payment referred to in Clause 2.3.1(b), after the occurrence of an Enforcement Event, it shall as soon as reasonably practicable reimburse to the Pledgee the amount equal to the aforementioned payment, in any case no later than within 10 (ten) Business Days from the receipt of such payment.

**2.4.** New Bank Account(s)

The Pledgee may request, by delivering to the Pledgor a notice in writing, at intervals no more frequently than annually, that the Pledgor establishes a registered pledge and a financial pledge over the New Bank Account as security for the Secured Claim by entering into an agreement substantially in the form of this Agreement with any amendments which the Pledgee may reasonably and in good faith require, whereas such agreement shall be executed by the Pledgor within 20 Business Days from the date on which the Pledgor received a notice to that effect from the Pledgee. The Pledgor shall notify the Pledgee in writing, within 20 Business Days from the end of each calendar year, of the New Bank Accounts opened within that calendar year (specifying the account number and the name of the bank keeping the account).

**2.5.** General

**2.5.1.** All the security created under this Agreement:

- (a) is continuing security for the payment and discharge of the Secured Claim and will extend to the ultimate balance of all sums due from the Pledgor under or in connection with Senior Secured Finance Documents, regardless of any intermediate payment or discharge in whole or in part of the Secured Claim; and
- (b) is in addition to, and is not in any way prejudiced by, any other Security now or subsequently held by the Pledgee.

**2.5.2.** The Pledgor consents to the security established hereunder as continuing security for the Secured Claim following any novation of the Secured Claim or any part thereof.

**2.5.3.** The Pledgee shall not be required to release the Pledges established hereunder if any payment made towards satisfaction of the Secured Claim will be declared, in the justified opinion of the Pledgee based on the legal opinion prepared by a renowned legal firm

disclosed to the Pledgor, ineffective or invalid pursuant to Article 527 and following of the Civil Code and/or Article 127 of the Bankruptcy Law and/or Article 304 of the Restructuring Law on any other mandatory provision of law.

### **3. REGISTRATION, NOTICES AND FURTHER ASSURANCES**

#### **3.1. Notice of Financial Pledges**

##### **3.1.1. The Pledgor must, at its own cost and expense:**

- (a) within 20 (twenty) Business Days from the date hereof deliver a notice substantially in the form of **Schedule 2 Part 1** (*Form of Notice of the Financial Pledge*) to each Account Bank; and
- (b) shall use its commercially reasonable endeavours to provide the Pledgee (within 20 (twenty) Business Days from the date of delivering the notice in accordance with Clause 3.1.1(a)) with the statement of such Account Bank confirming the annotations on the relevant Financial Pledge have been duly made by the relevant Account Bank pursuant to Article 7 Section 2 item 1) of the Act on Financial Collateral, substantially in the form of **Schedule 2 Part 2** (*Form of Acknowledgment of the Financial Pledge*). If the Pledgor has used its commercially reasonable endeavours to obtain written confirmation of the Account Bank, the obligation to deliver such confirmation shall cease on the expiry of that 20 (twenty) Business Days period.

#### **3.2. Registration of each Registered Pledge**

##### **3.2.1. The Pledgor must, at its own cost and expense:**

- (a) within 10 (ten) Business Days of the date hereof, file, submit electronically or dispatch by registered mail with confirmation of postage and delivery, an application to enter each Registered Pledge in the register of pledges maintained by the competent district (commercial) court and pay all the fees, including court fees, due in connection with such application; and
- (b) no later than within 3 (three) Business Days following the date of filing the application referred to in Clause 3.2.1(a) hereof, provide the Pledgee with a pdf copy of the application to enter each Registered Pledge in the register of pledges with a court stamp confirming the date of filing of the application with the court and evidence that the application has been duly filed and the court fees have been duly paid (or proof of filing the complete motions electronically or via a registered mail).

**3.2.2.** The application for the registration of each Registered Pledge must be submitted to the register of pledges maintained by the competent district (commercial) court on the relevant official form, and each Pledged Receivable must be classified in accordance with item D 1 of the Catalogue (*receivable*).

##### **3.2.3. The Pledgor:**

- (a) may not withdraw or change an application that has been filed;
- (b) must take any action that may be required or is necessary in order to register each Registered Pledge in the register of pledges; and
- (c) must rectify any defects, discrepancies, inconsistencies or mistakes in the application at its own cost and expense and within any applicable time limit.



- 3.2.4.** Upon the receipt of the decision of the district (commercial) court regarding the registration of each Registered Pledge in the register of pledges, the Pledgor must:
- (a) verify that each Registered Pledge has been registered in accordance with this Agreement and the application; and
  - (b) if necessary, at its own cost and expense and within any applicable time limit, take any action permitted by law to rectify any mistake, defect, discrepancy or inconsistency in the decision of the court.

**3.3. Power of attorney**

- 3.3.1.** The Pledgor hereby irrevocably appoints the Pledgee (with full power of substitution) as its attorney-in-fact to take any action which the Pledgor must take pursuant to this Agreement and the Pledgor hereby ratifies and confirms all such actions taken by such attorney-in-fact within the scope of granted authorisation.
- 3.3.2.** The Parties hereby agree that the Pledgee shall be entitled to exercise the power of attorney granted under Clause 3.3.1 hereof only after the occurrence of an Enforcement Event or if the Pledgor fails to perform any action which it must take hereunder, but has not taken, within the term provided in the Agreement or, if no term is provided, within 10 (ten) Business Days of the receipt by the Pledgor of a request to perform such action sent by the Pledgee.
- 3.3.3.** The Pledgee must notify the Pledgor promptly after taking any action on its behalf under this Agreement.
- 3.3.4.** The limitations set out in Article 108 of the Civil Code do not apply to the power of attorney granted under Clause 3.3.1 hereof.
- 3.3.5.** The Pledgor waives the right to revoke the power of attorney granted by it pursuant to Clause 3.3.1 and declares that this waiver is justified by the nature of the legal relationships between the Pledgor and the Pledgee created under this Agreement.

**4. SECURITY REPRESENTATIONS AND UNDERTAKINGS**

**4.1. Representations**

The representations set out in this Clause 4 (*Security Representations and undertakings*) are made by the Pledgor to the Pledgee.

**4.2. No other bank accounts**

The Pledgor does not have any bank account (excluding, for the avoidance of doubt, any bank accounts which are part of the Group's cash pooling or factoring arrangements (to the extent establishment of the Security is not permitted under the applicable terms of such cash pool or factoring arrangement)) opened in Poland, other than the Bank Accounts, that can be subject to a pledge in accordance with Polish law and in relation to which the Pledgor has an obligation under the Senior Secured Finance Documents (including the Agreed Security Principles) to establish Security.

**4.3. Title**

The Pledgor has full and exclusive legal title to each of the Pledged Receivables, free of any Security (except for the security created under this Agreement) and any other right or interest in favour of any other person and it has not agreed to encumber, nor has it agreed to dispose of, any of the

Pledged Receivables in any manner whatsoever except as permitted or not prohibited under the Senior Secured Finance Documents.

## **5. PROCEDURE FOR THE ENFORCEMENT OF SECURITY**

### **5.1. General**

**5.1.1.** At any time following the occurrence of an Enforcement Event, and provided that the Secured Claim or any part thereof are due and payable, the Pledgee may immediately exercise any right under:

- (a) applicable law; and
- (b) this Agreement,

to enforce all or any part of the security created under this Agreement in respect of any of the Pledged Receivables in any manner selected from the enforcement methods available under this Agreement or applicable law, in each case, subject to the terms of the Intercreditor Agreement.

**5.1.2.** To the extent necessary, the Pledgor hereby expressly and irrevocably waives any right, claim or objection deriving from any restriction applicable to the transfer of the relevant Pledged Receivable at the time an enforcement action is taken by the Pledgee in accordance with this Clause 5 (*Procedure for the enforcement of security*).

**5.1.3.** In case of enforcement by way of seizure of the Pledged Receivable pursuant to the Registered Pledge Law the Pledgee may start the enforcement after issuing the Enforcement Notice to the Pledgor. In such a case the Enforcement Notice constitutes a notice within the meaning of Article 25 Section 1 of the Act on Registered Pledge. The Enforcement Notice shall be in writing and shall specify the method of enforcement selected by the Pledgee.

**5.1.4.** Subject to the terms of the Intercreditor Agreement, the Pledgee may, at its discretion, change the above-mentioned method of enforcement. In such case, the Pledgee shall notify the Pledgor about the change to the enforcement method and specify the new method of enforcement.

### **5.2. Methods of enforcement**

**5.2.1.** Subject to the provisions of the Registered Pledge Law and the Act on Financial Collateral, the Pledgee may enforce all or some of the security created under this Agreement over each of the Pledged Receivables:

- (a) through court enforcement proceedings;
- (b) through the seizure of title to the relevant Pledged Receivable pursuant to Clause 5.3.

### **5.3. Seizure of the title to the Pledged Receivable**

**5.3.1.** Each Registered Pledge may be enforced by the seizure of the title to the Pledged Receivable by Pledgee, pursuant to article 22 of the Act on Registered Pledge.

**5.3.2.** Each Financial Pledge may be enforced by the seizure of the title to the Pledged Receivable by the Pledgee, pursuant to and in accordance with article 10 of the Act on Financial Collateral.

**5.3.3.** The Pledged Receivable shall be seized at the value equal to the balance of the funds deposited on the affected Bank Accounts as at the date of giving the Enforcement Notice.

**5.3.4.** The seizure of the title to the Pledged Receivable shall be effected by a written statement of the Pledgee on seizure of the title to the Pledged Receivable served on the Pledgor, i.e. an Enforcement Notice in the case of the Financial Pledge, or in case of the Registered Pledge, a separate notice delivered to the Pledgor not earlier than 7 days after delivery of the Enforcement Notice, from the Pledgee, specifying that seizure of the Pledged Receivable has been chosen as the enforcement method.

## **6. APPLICATION OF PROCEEDS**

**6.1.** Any funds received by the Pledgee as a result of enforcement of the Security constituted by this Agreement must be applied on the account of the Secured Claim in accordance with the provisions of the Intercreditor Agreement.

**6.2.** If the amounts received by the Pledgee exceed the value of the Secured Claim, the Pledgee shall promptly inform the Pledgor about such fact and promptly but not later than 14 days after receiving such funds, pay the excess back to the bank account indicated by the Pledgor in writing.

**6.3.** If the proceeds received by the Pledgee as a result of the enforcement of the Security differ from the currency of the Secured Claim, the Pledgee for the purpose of discharging the Secured Claim, shall convert proceeds of enforcement into currency of the Secured Claim at the Security Agent's Spot Rate of Exchange.

## **7. CHANGES TO THE PARTIES**

Unless otherwise permitted or not prohibited by the Senior Secured Finance Documents, the Pledgor may not assign or transfer any of its rights or obligations under this Agreement without the Pledgee's prior written consent.

## **8. AMENDMENTS**

Unless otherwise permitted or not prohibited by the Senior Secured Finance Documents, any amendments to this Agreement shall be null and void unless made in writing between the Parties.

## **9. LANGUAGE AND COUNTERPARTS**

This Agreement has been executed in the Polish language version and in the English language. In case of any discrepancies between the Polish and English language versions, the English language version shall prevail.

## **10. GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Polish law.

## **11. SERVICE OF PROCESS**

**11.1.** The Pledgor hereby appoints the following agent in Poland for service of process (*pełnomocnik do doręczeń*) in connection with the registration of the Registered Pledges in the pledge register and any further proceedings regarding the Registered Pledges: Marcin Iwaniszyn – attorney-at-law from Rymarz, Zdort, Gasiński, Her, Iwaniszyn, Miklas, Uziębło i Wspólnicy sp.k., ul. Prosta 18, 00-850 Warsaw, Poland.

**11.2.** The Pledgee hereby appoints the following agent in Poland for service of process (*pełnomocnik do doręczeń*) in connection with the registration of the Registered Pledges in the pledge register and any further proceedings regarding the Registered Pledges: Karolina Bandzul-Król – advocate from CMS Cameron McKenna Nabarro Olswang Pośniak i Bejm sp.k., ul. Emilii Plater 53, 00-113 Warsaw, Poland.

**12. SETTLEMENT OF DISPUTES**

The common court having jurisdiction over the *Śródmieście* district of the Capital City of Warsaw shall have jurisdiction to settle any dispute in connection with this Agreement (including regarding its existence, validity or termination).

This Agreement is designated as a Senior Secured Finance Document.

**SCHEDULE 1**  
**LIST OF BANK ACCOUNTS**

No.	Number of the Bank Account	Name of the Account Bank	Bank Account Agreement	Amount and Currency	Interest
1.	[REDACTED]	mBank S.A.	Bank Account Agreement no. 358405001 dated 14 June 2021	[REDACTED]	0%
2.	[REDACTED]	mBank S.A.	Bank Account Agreement no. 358405001 dated 14 June 2021	[REDACTED]	0%

**SCHEDULE 2**  
**FORM OF NOTICE OF THE FINANCIAL PLEDGE**

**PART 1**  
**FORM OF NOTICE OF THE FINANCIAL PLEDGE**

From: **Rolamil Investments sp. z o.o.** (the “**Pledgor**”)

To: [RELEVANT ACCOUNT BANK] (the “**Account Bank**”)

[DATE]

Dear Sir / Madam,

Reference is made to the agreement for registered pledges and financial pledges over bank accounts receivables dated [DATE] between the Pledgor as pledgor and ING BANK N.V. acting through ING BANK N.V., LONDON BRANCH as pledgee (the “**Pledgee**”) (the “**Agreement**”).

The capitalised terms defined in the Agreement have, unless expressly defined otherwise in this notice, the same meanings in this notice.

We give you notice that we have executed the Agreement and that, under the Agreement, we have:

- a. pledged the Pledged Receivable relating to the bank account no. [●] maintained by you (the “**Bank Account 1**”) by establishing separate financial pledge in favour of the Pledgee and a registered pledge in favour of the Pledgee, subject to the registration of such pledge in the relevant pledge register, in favour of the Pledgee;
- b. pledged the Pledged Receivable relating to the bank account no. [●] maintained by you (the “**Bank Account [●]**”) by establishing separate financial pledge in favour of the Pledgee and a registered pledge in favour of the Pledgee, subject to the registration of such pledge in the relevant pledge register, in favour of the Pledgee;

(Bank Account 1 and Bank Account [●] above jointly as the “**Bank Accounts**” and each as the “**Bank Account**”).

We hereby instruct you to immediately after receipt of this notice, however in each case not later than within 20 Business Days, to make a note regarding the establishment of the Financial Pledges over the Bank Accounts.

We also inform you that:

- a. upon the occurrence of an Enforcement Event, the Pledgee shall have the right to use all the benefits associated with the funds deposited on each Bank Account, in accordance with Article 319 in connection with Article 328 of the Civil Code and Article 12 of the Act on Financial Collateral; and
- b. if an Enforcement Event occurs, the Pledgee will send you a notice and you will then be required to make any payment in respect of the funds deposited on the relevant Bank Account directly to the bank account specified by the Pledgee in such notice; for the avoidance of doubt, until you have been notified otherwise by the Pledgee following the occurrence of an Enforcement Event, you shall make all payments in respect of the funds deposited on the Bank Accounts to the Pledgor.

Please confirm your acknowledgement of the above by signing the acknowledgement attached to the duplicate copy of this notice and returning the duplicate together with the duly signed acknowledgement to us.

For and on behalf of **Rolamil Investments sp. z o.o.:**

\_\_\_\_\_  
Name and surname:

Title:

\_\_\_\_\_  
Name and surname:

Title:

Attachment:

A signed copy of the Agreement.

**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF THE FINANCIAL PLEDGE**

From: [RELEVANT ACCOUNT BANK] (the “**Account Bank**”)

To: **Rolamil Investments sp. z o.o.** (the “**Pledgor**”)

[DATE]

Dear Sir / Madam,

Reference is made to the agreement for registered pledges and financial pledges over bank accounts receivables dated [DATE] between the Pledgor as pledgor and ING BANK N.V. acting through ING BANK N.V., LONDON BRANCH as pledgee (the “**Pledgee**”) (the “**Agreement**”).

We acknowledge the receipt of the notice dated [DATE]. We will comply with the instructions set out in the aforementioned notice.

We give you notice that we have made a note on the establishment of the Financial Pledges over the Bank Accounts.

For and on behalf of [RELEVANT ACCOUNT BANK]:

\_\_\_\_\_  
Name and surname:

Title:

\_\_\_\_\_  
Name and surname:

Title:



**SCHEDULE 3  
FORM OF ENFORCEMENT NOTICE**

From: **ING BANK N.V.**, a banking corporation duly organised and existing under the laws of the Netherlands, with registered address at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands, registered with the Dutch trade register (*handelsregister*) maintained by the Chamber of Commerce (*Kamer van Koophandel en Fabrieken*) with registration number 33031431, acting through **ING BANK N.V., LONDON BRANCH**, 8-10 Moorgate, London EC2R 6DA, England (the “**Pledgee**”)

To: **Rolamil Investments sp. z o.o.** (the “**Pledgor**”)

Attn: [●]

[DATE]

Dear Sir / Madam,

Reference is made to the agreement for registered pledges and financial pledges over certain bank account receivables dated [DATE] between the Pledgor as pledgor and the Pledgee as pledgee (the “**Pledgee**”) (the “**Agreement**”).

We refer to the Agreement. This is an Enforcement Notice. Capitalised terms defined in the Agreement have, unless expressly defined in this Enforcement Notice, the same meaning in this Enforcement Notice.

This is an Enforcement Notice. Pursuant to Clause [●] of the Agreement, we hereby give you notice that as a result of the occurrence of an Enforcement Event [and the fact that the Secured Claim (or part thereof) has/have become due and payable], we intend to satisfy our claims secured under the Agreement in accordance with its terms and conditions.

Consequently, we hereby notify you that we intend to pursue enforcement in the following manner:

[please insert description of the chosen enforcement method]

For and on behalf of **ING BANK N.V. acting through ING BANK N.V., LONDON BRANCH**

\_\_\_\_\_  
Name and surname:

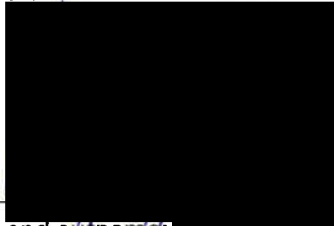
Title:

\_\_\_\_\_  
Name and surname:

Title:

**SIGNATURE PAGE FOR THE AGREEMENT FOR REGISTERED PLEDGES AND FINANCIAL PLEDGES  
OVER BANK ACCOUNT RECEIVABLES BETWEEN ING BANK N.V. ACTING THROUGH ING BANK  
N.V., LONDON BRANCH AND ROLAMIL INVESTMENTS SP. Z O.O. DATED 18 NOVEMBER 2021**

For and on behalf of **ROLAMIL INVESTMENTS SP. Z O.O.**



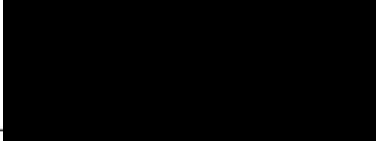
Name and surname: [Redacted]

Title: Member of the Management Board



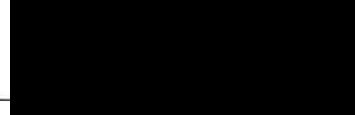
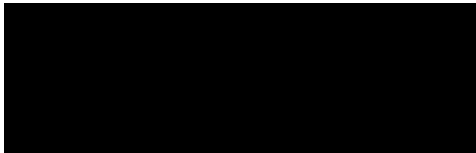
**SIGNATURE PAGE FOR THE AGREEMENT FOR REGISTERED PLEDGES AND FINANCIAL PLEDGES  
OVER BANK ACCOUNT RECEIVABLES BETWEEN ING BANK N.V. ACTING THROUGH ING BANK  
N.V., LONDON BRANCH AND ROLAMIL INVESTMENTS SP. Z O.O. DATED 18 NOVEMBER 2021**

For and on behalf of **ING BANK N.V. acting through ING BANK N.V., LONDON BRANCH**



Name and surname:

Title



Name and surname.

Title

