Companies House

MR01(ef)

Registration of a Charge

Company Name: **ELECTRIFY VIDEO PARTNERS OPS LIMITED**
Company Number: **13775864**

Received for filing in Electronic Format on the: **24/09/2025**

XEBSLJQI

Details of Charge

Date of creation: **22/09/2025**

Charge code: **1377 5864 0006**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

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 INSTRUMENT.**

Certified by: **PROSKAUER ROSE (LONDON) LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13775864

Charge code: 1377 5864 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2025 and created by ELECTRIFY VIDEO PARTNERS OPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2025 .

Given at Companies House, Cardiff on 26th September 2025

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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DEED OF PLEDGE OVER REGISTERED SHARES
A&E ENTERPRISES B.V.

On this day, the twenty-second day of September two thousand and twenty-five, appeared before me, Jules Jacob van de Winckel, candidate civil law notary, hereinafter referred to as "civil law notary", acting as deputy of Wijnand Hendrik Bossenbroek, civil law notary in Amsterdam: Florine Cornelie Kuipéri, born in The Hague, on the twenty-eighth day of August nineteen hundred and eighty-nine, working at the offices of NautaDutilh N.V. located at Beethovenstraat 400, 1082 PR Amsterdam,
acting for the purposes of this Deed as the holder of written powers of attorney from:

1. **Electrify Video Partners OPS Limited**, a limited liability company under the laws of England and Wales, having its registered office at third Floor, 86-90 Paul Street, London, EC2A 4NE, United Kingdom, and registered with the Companies Registration Office (England and Wales) under number 13775864, as pledgor (the "**Pledgor**");
2. **GLAS Trust Corporation Limited**, a private limited company incorporated under the laws of England and Wales, having its registered address at 55 Ludgate Hill, Level 1, West, London EC4M 7JW, England, registered with the Companies House under number 07927175, as pledgee (the "**Pledgee**"); and
3. **A&E Enterprises B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) having its corporate seat at Amsterdam (address: Weteringschans 126, 1017 XV Amsterdam, trade register number: 81400845), as company (the "**Company**").

The person appearing, acting in the aforementioned capacities, declared as follows:

DEFINITIONS AND INTERPRETATION

Article 1

1.1 Definitions Note Purchase Agreement

Unless otherwise defined in this Deed, capitalised terms and expressions defined in the Note Purchase Agreement have the same meanings when used in this Deed.

1.2 Definitions

In this Deed:

"**Article**" means an article in this Deed.

"**Collateral**" means all Shares, New Shares and Share Receivables, including dependent rights and ancillary rights and all other rights attached thereto (other than Voting Rights and Meeting Rights).

"**DCC**" means the Dutch Civil Code (*Burgerlijk Wetboek*).

"**Deed**" means this deed of pledge over registered shares.

"**Enforcement Event**" means a Declared Default which is or has resulted in a default as referred to in section 3:248 DCC with respect to the payment of the Secured Obligations.

"**Intercreditor Agreement**" means the intercreditor agreement, dated the twenty-second day of September two thousand and twenty-five, made between, among others, Electrify Video Partners Limited as the original subordinated creditor, the Pledgor as company, the entities named on the signing pages as the original debtors, Global Loan Agency Services Limited as noteholders' agent and the Pledgee as security agent.

"Meeting Rights" means the rights as referred to in section 2:227 DCC.

"New Shares" means any and all shares in the share capital of the Company which the Pledgor will acquire after the execution of this Deed.

"Note Purchase Agreement" means the note purchase agreement dated the twenty-second day of September two thousand and twenty-five, made between, among others, Electrify Video Partners Limited as holdco, Electrify Video Partners Ops 1 Limited as parent, the Pledgor as original issuer, RB EVPO Aggregator, LP as original noteholder, the companies listed as original guarantors, Global Loan Agency Services Limited as agent and the Pledgee as security agent.

"Parallel Debt" has the meaning assigned to such term in the Intercreditor Agreement.

"Party" means a party to this Deed.

"Pledge" means any pledge created and any pledge purported to be created under this Deed.

"Secured Obligations" means all the Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, insofar as these constitute monetary payment obligations, owing or incurred by any member of the Group and any Debtor (as defined in the Intercreditor Agreement) to the Pledgee under the Debt Documents (as defined in the Intercreditor Agreement), including the Parallel Debt, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Share Receivables" means all present and future rights of the Pledgor against the Company related to the Shares and New Shares (other than Voting Rights and Meeting Rights), including rights to dividend, conversion, repurchase, capital repayment, bonus shares, stock dividend, liquidation proceeds, or other forms of distributions, warrants, claims and options, in each case to the extent capable of being pledged and including dependent rights and ancillary rights and all other rights attached thereto.

"Shares" means one hundred (100) registered ordinary shares in the share capital of the Company, with a nominal value of one eurocent (EUR 0.01) each, numbered 1 up to and including 100.

"Voting Rights" means the voting rights attached to the Shares and the New Shares.

1.3 Construction and interpretation

a. A reference to any agreement, deed or other document is a reference to such agreement, deed or other document as amended, novated, supplemented, extended or restated.

b. A reference to the **"Pledgee"** or the **"Pledgor"** shall be construed to include its respective successors or assigns.

c. An Event of Default is **"continuing"** if it is continuing within the meaning of the Intercreditor Agreement.

d. The word **"includes"** and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.

e. A **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

f. A **"right"** against a person means a right to receive an amount of money from that person and any other right against that person.

g. Capitalised terms and expressions denoting the singular shall include the plural and vice versa.

h. The words used in this Deed to describe legal concepts, although in English, refer to concepts under the laws of the Netherlands only and the interpretation of those words under the laws of any country other than the Netherlands is to be disregarded.

1.4 Designation of this Deed

This Deed is a Finance Document.

AGREEMENT AND CREATION OF PLEDGE

Article 2

2.1 Agreement to pledge Collateral

The Pledgor hereby agrees to pledge to the Pledgee, on the terms of this Deed, all its Collateral.

2.2 Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations, the Pledgor hereby pledges to the Pledgee, where applicable and to the extent permitted by law in advance, all its Collateral. The Pledgee, where applicable and to the extent permitted by law in advance, hereby accepts such pledge.

2.3 Parties' intent

a. The Pledgor confirms that the Pledge is intended to extend to, and shall not be affected by, any amendment, variation, increase, extension, addition or other event (however fundamental) of, to or affecting any Finance Document and/or of, to or affecting any facility or amount made available under any Finance Document and notwithstanding any other event that may affect the Secured Obligations:

i. including any rescheduling of indebtedness under any facility, any accession of a party to or retirement of a party from any Finance Document, any deferral or redenomination of any amount owing under any Finance Document, any change in the purpose for which any facility or amount is made available, any addition of a new facility, any increase of the amount of a facility, or any increase in the margin, fee or commission or any other amount owing or accruing under any Finance Document; and

ii. irrespective of whether the purpose of that amendment, variation, increase, extension, addition or other event is to carry out business acquisitions of any nature, to increase working capital, to enable distributions to be made to shareholders, to carry out restructurings, to refinance existing facilities, to refinance any other indebtedness, to make facilities available to new borrowers, or any other purpose,

and shall likewise extend to any fees, costs and/or expenses associated with any such amendment, variation, increase, extension, addition or other event.

b. The Pledgor and the Pledgee confirm and agree that, to the extent the Secured Obligations are transferred to the Pledgor or any other person by way of subrogation or otherwise, whether in whole or in part, the Pledge shall not secure the Secured Obligations so transferred and neither the Pledgor nor any other person shall have the benefit of the Pledge or any rights of the Pledgee under this Deed to the extent related to the Secured Obligations so transferred.

c. Paragraph b. above shall not apply if the Pledgee transfers its rights under the Secured Obligations to a successor security agent appointed in accordance with the terms of the Intercreditor Agreement (the **"Successor Security Agent"**). The Pledgor and the Pledgee confirm and agree that if the Pledgee transfers its rights under the Secured Obligations to a Successor Security Agent, it is intended that, to the extent possible under the laws of the Netherlands:

- **i.** the Successor Security Agent will have the benefit of the Pledge and any rights of the Pledgee under this Deed as if it were the original Pledgee;
- **ii.** claims of the Successor Security Agent arising after the date of such transfer and falling within the definition of Secured Obligations will be secured by the Pledge;
- **iii.** Collateral acquired by the Pledgor after the date of such transfer will be subject to the Pledge (and the Pledgor agrees and confirms that any Pledge created by the Pledgor in advance shall be deemed to have been created also for the benefit of the Successor Security Agent); and
- **iv.** any power of attorney or waiver granted to the Pledgee under this Deed will be deemed to have been created also for the benefit of the Successor Security Agent and can be enforced against the Pledgor by the Successor Security Agent.

REPRESENTATIONS AND WARRANTIES

Article 3

The Pledgor represents and warrants to the Pledgee that on the date of this Deed:

a. it has title to its Collateral (to the extent acquired prior to the moment of this representation) and power to dispose of and encumber that Collateral;

b. except as permitted under the Note Purchase Agreement, its Collateral is not subject to any limited right or other encumbrance, no offer has been made or agreement entered into to transfer or encumber its Collateral, whether or not in advance, in each case other than limited rights and encumbrances which will be released substantially simultaneously with the execution of this Deed, and no attachment has been levied on its Collateral; and

c. its Collateral is freely transferable and capable of being pledged.

UNDERTAKINGS

Article 4

4.1 Restrictions on voting

The Pledgor shall not without the prior written consent of the Pledgee vote on the Shares or the New Shares (whether in a meeting or by way of written resolution outside a meeting) in favour of a resolution which would adversely affect the validity or the enforceability of the Pledge.

4.2 Information

At the Pledgee's reasonable request and in such form as the Pledgee may reasonably designate, the Pledgor shall provide all information, evidence and documents relating to its Collateral which the Pledgee reasonably deems necessary to exercise its rights under this Deed provided that (i) prior to the occurrence of an Event of Default which is continuing, the Pledgee shall not be obligated to provide such information more than once in any calendar year and (ii) after the occurrence of an Event of Default which is continuing, the Pledgor shall be obligated to provide such information as often as the Pledgee reasonably requests.

4.3 Duty to notify third parties

The Pledgor shall immediately notify any third party who claims an interest in any of its Collateral of the Pledge. This Article 4.3 is without prejudice to the Pledgee's authority to notify such third parties of the Pledge.

4.4 Further assurances

a. Subject to the Agreed Security Principles and the provisions of this Deed, the Pledgor shall promptly do all such acts or execute all such documents as the Pledgee may reasonably specify (and in such form as the Pledgee may reasonably require in favour of the Pledgee or its nominee(s)):

- **i.** to perfect the Security created or intended to be created under or evidenced hereby or for the exercise of any rights, powers and remedies of the Pledgee provided by or pursuant to this Deed; or
- **ii.** to facilitate the realization of the assets which are, or are intended to be, the subject of the Security granted hereby.

b. Subject to the Agreed Security Principles and the provisions of this Deed, the Pledgor shall take all such action which is available to it as the Pledgee may reasonably require (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Pledgee by or pursuant to this Deed.

VOTING RIGHTS

Article 5

The Voting Rights shall be vested in (*toekomen aan*) the Pledgee, subject to the cumulative conditions precedent that (i) an Enforcement Event has occurred and (ii) the Company and the Pledgor have been notified in writing by the Pledgee that it wishes to exercise the Voting Rights. The Company confirms (and the Pledgor agrees) that a written notice from the Pledgee to the Company and the Pledgor in accordance with the provisions of this Deed, stating that an Enforcement Event has occurred and that the Pledgee wishes to exercise the Voting Rights shall be sufficient for it to accept the Pledgee as being exclusively entitled to exercise the Voting

Rights. Until the notice referred to in the preceding sentence has been sent the Meeting Rights and Voting Rights shall not accrue to the Pledgee.

AUTHORITY TO COLLECT

Article 6

a. The Pledgor may collect its Share Receivables to the extent permitted under the Finance Documents.

b. Upon the occurrence of an Enforcement Event, the Pledgee may inform the Pledgor that it is no longer authorised to collect the Share Receivables from the Company and notify, or instruct the Pledgor to notify, the Company to make all further payments into a bank account designated by the Pledgee.

c. Following the exercise by the Pledgee of its rights under paragraph b. above, the Pledgor may no longer collect its Share Receivables and the Pledgee shall be solely authorised to collect those Share Receivables. The Pledgee's authority to collect the Share Receivables includes the right or authority to demand, by legal proceedings or otherwise, payment by the Company of those Share Receivables and the Pledgee is hereby authorised to enter into compromises, settlements and other agreements with the Company, to grant a discharge in respect of the Share Receivables and to exercise all other rights of the Pledgor in connection with its Share Receivables (including causing any or all of them to be due and payable). The Pledgor hereby undertakes not to take any of the actions described in the previous sentence following the exercise by the Pledgee of its rights under paragraph b. above.

d. The Pledgor hereby in advance waives any right it may have to request authorisation of the competent court for the collection of its Share Receivables as referred to in section 3:246(4) DCC.

ENFORCEMENT

Article 7

a. Upon the occurrence of an Enforcement Event, the Pledgee may, without any further notice of default or other notice being required:

  i. sell any or all of the Collateral and take recourse against the proceeds of sale;

  ii. take recourse against the proceeds of any Share Receivables collected pursuant to paragraph c. of Article 6 (*Authority to collect*); and

  iii. exercise any other right, remedy, power or discretion it may have under this Deed or otherwise,

  in each case in accordance with applicable law.

b. The Pledgor waives its right to file a request with the court under section 3:251(1) DCC to sell its Collateral in a manner other than as provided for in section 3:250 DCC.

c. The Pledgee shall not be obliged to notify the Pledgor of the sale or of how, where or when it will be or was conducted as provided for in section 3:249(1) DCC and 3:252 DCC.

d. The Pledgee is not obliged to enforce any other security right created under or in connection with the Finance Documents prior to enforcement of the Pledge.

e. The Pledgor hereby irrevocably and unconditionally waives any right it may have or acquire under sections 3:233, 3:234, 6:139 and 6:154 DCC.

APPLICATION OF PROCEEDS

Article 8

The Pledgee shall apply the proceeds from the sale or the collection of any Collateral towards satisfaction of the Secured Obligations in accordance with the provisions of the Intercreditor Agreement, subject to mandatory provisions of the laws of the Netherlands.

CANCELLATION

Article 9

a. The Pledgee is entitled to cancel any Pledge and any contractual arrangements set out in this Deed in whole or in part by notice in writing to the Pledgor as provided for in section 3:81(2)(d) DCC. The Parties hereby agree that, upon the cancellation of the Pledge in whole by notice pursuant to this Article 9, the remaining contractual rights and obligations created under this Deed will be terminated without any further actions being required except for the rights and obligations under Article 10 (*Costs*), Article 12 (*Rights to subrogation*) and Article 14 (*Governing law and jurisdiction*) which will remain in full force and effect.

b. As soon as all Secured Obligations have been irrevocably and unconditionally paid or discharged and it has been established by the Pledgee that no new Secured Obligations will arise, the Pledgee shall, at the cost and request of the Pledgor, confirm in writing to the Pledgor that the Pledge created hereunder has ended, and shall accordingly to the extent necessary and at the cost of the Pledgor perform any further acts as may be necessary for the effective release of the Pledge.

COSTS

Article 10

The Pledgee may charge all costs, losses, claims and expenses of whatever nature incurred by it in connection with this Deed in accordance with and to the extent provided by the Note Purchase Agreement.

POWER OF ATTORNEY

Article 11

a. The Pledgor hereby gives the Pledgee an irrevocable power of attorney, with the right of substitution, to perform all acts, including acts of disposition, on behalf of the Pledgor which in the sole opinion of the Pledgee are necessary in order to:

- **i.** create any Pledge; and/or
- **ii.** have the full benefit of any Pledge (including performing any of the Pledgor's obligations under this Deed and exercising any of the Pledgor's rights to and in connection with the Collateral).

b. In acting on behalf of the Pledgor pursuant to the power of attorney, the Pledgee may act as counterparty of the Pledgor even in the event of a conflict of interest.

c. The Pledgee may only use the power of attorney described in paragraph a. above if:

- **i.** the Pledgor fails to comply with any of its obligations under or in connection with this Deed within ten (10) Business Days of being notified of that failure and being requested to comply (and any exercise of such power of attorney pursuant to this clause shall be limited to the fulfillment of the relevant obligations of the Pledgor hereunder which the Pledgor has failed to timely fulfill); or

ii. an Enforcement Event has occurred.

RIGHTS TO SUBROGATION

Article 12

The Pledgor shall not subrogate in any rights of the Pledgee pursuant to section 6:150 DCC in connection with the exercise by the Pledgee of any of its rights under or in connection with this Deed or the performance by the Pledgor of its obligations under or in connection with this Deed.

MISCELLANEOUS

Article 13

13.1 No rescission, nullification or suspension

To the extent permitted by law, the Pledgor hereby waives any right it may have at any time:

a. under sections 6:228 or 6:265 DCC or on any other ground (under any applicable law) to rescind or nullify this Deed or to demand its rescission or nullification in legal proceedings; and

b. under sections 6:52, 6:262 or 6:263 DCC or on any other ground (under any applicable law) to suspend the performance of any obligation under or in connection with this Deed.

13.2 Transfer of rights and obligations

a. The Pledgor may not transfer any of its rights and/or obligations under or in connection with this Deed or its contractual relationship under this Deed without the Pledgee's prior written consent.

b. The Pledgee may transfer its contractual relationship under this Deed in whole or in part to a Successor Security Agent appointed pursuant to the Intercreditor Agreement. The Pledgor and the Company hereby, in advance, irrevocably grant their cooperation to such transfer of contractual relationship.

c. The Pledgee may provide the Successor Security Agent or any proposed Successor Security Agent with any information concerning the Pledgor, the Company and/or the Collateral subject to the terms of the Note Purchase Agreement.

13.3 Notices

Any notice or other communication under or in connection with this Deed must be made in accordance with the Note Purchase Agreement.

13.4 Records and calculations of the Pledgee

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations are conclusive evidence within the meaning of section 151 Dutch Code of Civil Procedure of the existence and the amounts of the Secured Obligations and other matters to which they relate.

13.5 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13.6 Amendments

This Deed may only be amended by a written agreement among the Parties, to the extent required by the laws of the Netherlands in the form of a notarial deed executed before a civil law notary in the Netherlands.

13.7 No implied waiver and no forfeiture

a. Any waiver under this Deed must be made by giving written notice to that effect.

b. Where the Pledgee does not exercise any right under or in connection with this Deed (which includes the granting by the Pledgee to the Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver or forfeiture of that right.

c. The rights of the Pledgee under this Deed supplement any other right that the Pledgee may have under the laws of the Netherlands or any other law provided that prior to the occurrence of an Enforcement Event the Pledgee shall have no right to enforce the Pledge or to exercise any other right which is stated herein to be exercisable only after the occurrence of an Enforcement Event.

13.8 Conflicts

If there is a conflict between this Deed and the Note Purchase Agreement, the Note Purchase Agreement shall to the extent permitted by law and provided it does not affect (i) the validity and enforceability of the Pledge and (ii) Article 14 (*Governing law and jurisdiction*), take priority over the provisions of this Deed.

GOVERNING LAW AND JURISDICTION

Article 14

a. This Deed is governed by the laws of the Netherlands (including (i) the obligation of the Pledgor as set out in Article 2.1 (*Agreement to pledge Collateral*) to create the Pledge, notwithstanding the existence of a provision in any other Finance Document stating that this obligation is to be governed by the laws of any other jurisdiction, and (ii) the submission to jurisdiction pursuant to paragraph c. of this Article 14).

b. If a Party is represented by an attorney in connection with the signing and/or execution of this Deed or any other agreement, deed or document referred to in this Deed or made pursuant to this Deed, and the power of attorney is governed by the laws of the Netherlands, it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

c. The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and to hear any action or application to a court regarding enforcement of the Pledge. This paragraph c. is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent permitted by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

d. Any proceedings, including actions for interim measures, such as protective measures, in the courts of Amsterdam shall be conducted in the English language before the chamber for international commercial matters (the **"Netherlands Commercial Court"** or the **"Netherlands Commercial Court of Appeal"**).

e. Notwithstanding the foregoing choice for proceedings in the English language before the Netherlands Commercial Court or the Netherlands Commercial Court of Appeal, as the case may be, the Pledgee may elect to take proceedings in the Dutch language in another chamber at the courts of Amsterdam.

MANNER OF ACQUISITION

Article 15

The Pledgor acquired the Shares by means of a transfer on the legal basis (*titel*) of purchase, as is evidenced by a deed executed on the twenty-fourth day of December two thousand and twenty-four before Ilona Noëlle van den Bergh, civil law notary at Amsterdam. The transfer was acknowledged by the Company on the same date, as is evidenced by that same notarial deed.

ACKNOWLEDGEMENT AND COMPANY STATEMENTS

Article 16

The Company:

a. acknowledges the Pledge on the Shares and acknowledges in advance, to the extent permitted by law, the Pledge on the New Shares;

b. will cause the Pledge including the conditional transfer of the Voting Rights and the conditional vesting in the Pledgee of the Meeting Rights to be duly entered in its shareholders' register without delay and provide the Pledgee, as soon as practically possible, with a copy of the relevant entries in its shareholders' register;

c. acknowledges that it has received notification of the Pledge on the Share Receivables and consents to that Pledge;

d. undertakes not to co-operate with the issue of any shares or rights to subscribe for or otherwise acquire shares in the capital of the Company, except as permitted under the Note Purchase Agreement;

e. confirms that it has at all times and without interruption accepted as valid the transfers or issuances by which the Pledgor acquired the Shares and all previous transfers or issuances of the Shares, if any; and

f. shall act in accordance with the provisions of this Deed.

APPROVAL OF PLEDGE

Article 17

The general meeting of the Company, pursuant to article 31 of the Company's articles of association, by written shareholders' resolution dated the nineteenth day of September two thousand and twenty-five, has resolved to approve the creation of the Pledge (including the conditional transfer of Voting Rights to the Pledgee) by means of this Deed. A copy of this written shareholders' resolution will be attached to this Deed.

AUTHORITY AND POWER OF ATTORNEY

Article 18

The authorisation granted to the person appearing is evidenced by three (3) private powers of attorney, copies of which will be attached to this Deed immediately after the execution of this Deed.

CIVIL LAW NOTARY

Article 19

a. The Parties are aware that the undersigned civil law notary works with NautaDutilh N.V., the firm that has advised the Pledgee in this transaction.

b. With reference to the Code of Conduct (*Verordening beroeps- en gedragsregels*) laid down by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties hereby explicitly consent to:

- **i.** the undersigned civil law notary executing this Deed; and
- **ii.** the Pledgee being assisted and represented by NautaDutilh N.V. in relation to the Finance Documents, this Deed and any agreements that may be concluded, or disputes that may arise, in connection therewith.

FINAL STATEMENTS

The person appearing is known to me, civil law notary.

This Deed was executed in Amsterdam on the date stated at the beginning of this Deed.

After I, civil law notary, had conveyed and explained the contents of this Deed in substance to the person appearing, the person appearing declared to have taken note of the contents of this Deed, to be in agreement with its contents and not to wish them to be read out in full.

Following a partial reading, this Deed was signed by the person appearing and me, civil law notary.

(signatures follow)

Mr. W.H. BOSSENBROEK * Notaris te Amsterdam *

ISSUED FOR TRUE COPY

by me, J.J. van de Winckel, candidate civil law notary, acting as deputy of W.H. Bossenbroek, civil law notary in Amsterdam, on this day 22 September 2025.

[redacted]