

DATE: 26 OCTOBER 2020

NEW UKRAINE PE HOLDING LIMITED

(“the Chargor”)

and

J&T Banka, a.s.

(“the Security Agent”)

CHARGE AND ASSIGNMENT OVER BANK ACCOUNTS AGREEMENT

**DR. K. CHRYSOSTOMIDES & CO LLC
LAW OFFICE
NICOSIA-CYPRUS**

THIS CHARGE AND ASSIGNMENT OVER ACCOUNT AGREEMENT (the "**Charge Agreement**") dated 26 October 2020 is made **BETWEEN**:

1. **NEW UKRAINE PE HOLDING LIMITED**, a company registered under the laws of the Republic of Cyprus under registration number HE 358309 and having its registered office at 16 June 1943 Street, Building No. 9, Office 202 Area A, 3022, Limassol, Cyprus (the "**Chargor**") on the first part;

AND

2. **J&T BANKA, a.s.**, ID: 471 15 378, with its registered seat at Sokolovská 700/113a, Karlín, 186 00 Prague 8, Czech Republic, registered in the commercial register maintained by the Municipal Court in Prague under file No. B 1731 (the "**Security Agent**") on the second part;

The Chargor and the Security Agent will herein be collectively referred to as the "**Parties**" and individually, the "**Party**".

WHEREAS:

- A. The Chargor as Borrower has entered into a loan facilities agreement of up to US\$ 40,000,000 and CZK 1,575,000,000 with NUPEH CZ s.r.o. a limited liability company incorporated under the laws of the Czech Republic, with its registered office at Antala Staška 1859/34, Krč, 140 00 Praha 4, Czech Republic, registered with the Commercial Register kept by the Municipal Court in Prague under file No. C 307124 as Issuer (the "**Issuer**") and the Security Agent as the Lender dated 19 October 2020 (the "**Facility Agreement**").
- B. The Chargor as Guarantor has also entered into a financial guarantee deed dated 25 September 2020 guaranteeing the performance of the liabilities assumed by the Issuer as issuer of the Senior Notes issued under the Senior Notes Conditions (as these terms are defined in the Intercreditor Agreement) (the "**Financial Guarantee**").
- C. It is a condition of the Facility Agreement and of the Senior Notes Conditions that the Chargor grants security as contemplated in this Charge Agreement in favour of the Security Agent, acting on behalf of the Secured Parties pursuant to the terms of the Intercreditor Agreement (as this term is defined below), as security for the performance of the Secured Obligations (as this term is defined below).
- D. In consideration of the Facility A (as this term is defined in the Facility Agreement) being made available to the Chargor as Borrower pursuant to the Facility Agreement and in consideration of the Facility B (as this term is defined in the Facility Agreement) being made available to the Issuer pursuant to the Facility Agreement and in consideration of financing being made available to the Issuer by the Senior Noteholders (as this term is defined in the Intercreditor Agreement) and as continuing security for the performance of the Secured Obligations, the Chargor establishes the security contemplated under this Charge Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Intercreditor Agreement shall, unless otherwise expressly defined in this Charge Agreement, have the same meaning when used in this Charge Agreement. In this Charge Agreement the words and expressions specified below shall, except where the context otherwise requires, have the meaning attributed to them below:

"Acceleration Event" means an Acceleration Event as this term is defined in the Intercreditor Agreement;

"Bank" means Eurobank Cyprus Ltd, a bank incorporated and existing pursuant to the laws of the Republic of Cyprus under registration number HE 217050, the registered office of which is located at Archiepiskopou Makariou III, 41, 1065, Nicosia, Cyprus;

"Business Days" means days (other than a Saturday or Sunday) on which banks are generally open for business in Nicosia, Cyprus;

"Charged Assets" means all monies from time to time standing to the credit of the Security Accounts together with all other rights and benefits accruing to or arising in connection with the Security Accounts (including, but not limited to, entitlements to interest) but excluding any debit or liabilities arising from such Security Accounts;

"Commencement of Agreement" means the date set out in Clause 10 herein;

"Companies Law" means the Cyprus Companies Law, Chapter 113 of the statute laws of Cyprus, as amended from time to time;

"Debt Documents" has the meaning given to this term in the Intercreditor Agreement;

"Event of Default" means an Event of Default as this term is defined in the Intercreditor Agreement;

"Intercreditor Agreement" means the Intercreditor Agreement dated 19 October 2020 entered into *inter alia* between the Chargor as parent and the Security Agent as junior lender and security agent, as this may be amended from time to time;

"Notice of Charge" has the meaning given to this term in Clause 5.1;

"Secured Obligations" has the meaning given to this term in the Intercreditor Agreement;

"Secured Parties" has the meaning given to this term in the Intercreditor Agreement;

"Security Accounts" means the accounts of the Chargor maintained with the Bank [REDACTED], as these accounts may be renumbered or re-designated from time to time, and any account established by or after the date of this Charge Agreement with the Bank, whether in addition to or in replacement of the said accounts;

"Security Period" means the period beginning on the Commencement of this Charge Agreement and ending on (i) the Final Discharge Date (as this term is defined in the Intercreditor Agreement) or (ii) the date on which this Charge Agreement is terminated in writing, in accordance with Clause 11.

1.2 Interpretation

- (i) Unless otherwise stated, all references in this Charge Agreement to the Debt Documents shall be construed as a reference to such Debt Documents as amended, varied, novated, restated or supplemented from time to time in accordance with its terms or, as the case may be, with the agreement of the relevant parties and shall, unless otherwise stated, include any agreement or document effecting such amendment, variation, novation or supplementation;
- (ii) The headings contained in this Charge Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Charge Agreement;
- (iii) Unless the context otherwise requires:
 - (A) "Clause", "paragraph" or "Schedule" shall be construed as a reference to a Clause, paragraph or Schedule of this Charge Agreement;
 - (B) words importing the singular shall include the plural and vice versa and whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
 - (C) persons shall include bodies corporate and other legal entities;
 - (D) "including" means "including without limitation" except when used in the computation of time periods;
 - (E) headings are for convenience only and shall not affect the construction hereof;
 - (F) references to any person shall be deemed to include its respective successors, and permitted transferees and assigns;
 - (G) "tax" shall be construed so as to include any tax, levy, impost, duty or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

2. CHARGE AND ASSIGNMENT

- 2.1 As first ranking security for the payment, discharge and satisfaction of the Secured Obligations, the Chargor hereby charges and assigns, in favour of the Security Agent the Charged Assets and the Security Agent hereby accepts such charge and assignment and agrees not to act in bad faith in relation to the same, subject always to Clause 2.2 below.

- 2.2. Prior to the occurrence of an Acceleration Event and subject to the provisions of Clause 4 of this Charge Agreement, the Chargor shall be entitled to use the Charged Assets and to operate the Security Accounts in its ordinary course of business, provided that such use and operation takes place only in accordance with the terms of the Facility Agreement and this Charge Agreement and provided, further, that following the occurrence of an Event of Default the Chargor shall not be entitled to dispose of the Charged Assets otherwise than for making payments of due debts of any Debtor under, and in accordance with, the Debt Documents.

3. REPRESENTATIONS AND WARRANTIES

The Chargor hereby adopts the representations and warranties set out in the Facility Agreement to the extent applicable to this Charge Agreement. In addition, the Chargor hereby represents and warrants to the Security Agent that:

3.1 Status

The Chargor is a private limited liability company duly incorporated in accordance with the laws of the Republic of Cyprus with company registration number HE 358309 and having its registered office at Archiepiskopou Makariou 205, VICTORY HOUSE, Flat/Office 310, 3030, Limassol, Cyprus and has full power and authority to carry on its business as it is being conducted and to own its own assets;

3.2 Other

- (a) The Chargor is the legal and beneficial owner of the Charged Assets and the Security Accounts;
- (b) The Chargor has full power and authority to enter into this Charge Agreement and has taken all necessary corporate and/or other action to authorize the execution and delivery thereof as required under applicable law;
- (c) The Chargor has duly and validly executed this Charge Agreement and this Charge Agreement constitutes legal, valid and binding obligations of the Chargor, enforceable against the Chargor in accordance with its terms;
- (d) The entry into and performance by the Chargor of this Charge Agreement does not and will not violate in any respect (i) any law or regulation of any governmental or official authority or body, or (ii) the constitutional documents of the Chargor, or (iii) any agreement, contract or other undertaking to which the Chargor is a party or which is binding upon the Chargor or any of its properties or assets;
- (e) All consents, licenses, approvals and authorisations which are required in connection with the execution, validity, performance or enforceability of this Charge Agreement have been obtained and are valid and subsisting at the date hereof;

- (f) All registrations and/or filings which are required from the Chargor under applicable laws in connection with the security provided under this Charge Agreement will be duly completed within the time frames provided by applicable laws;
 - (g) The Chargor has not received any notice of any adverse claim by any person in respect of the ownership of the Charged Assets and/or the Security Accounts or any interest therein which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Charged Assets and/or the Security Accounts;
 - (h) The Charged Assets and the Security Accounts are free from any Security other than the Security created by this Charge Agreement;
 - (i) The Chargor is familiar with all terms of the Debt Documents.
- 3.3 The above representations and warranties are true as of the date hereof and, unless otherwise permitted/agreed/waived by the Security Agent, shall remain true as of each date thereafter until the Secured Obligations have been unconditionally and irrevocably discharged or fulfilled in full.

4. COVENANTS AND UNDERTAKINGS

- 4.1 The Chargor hereby adopts the covenants and undertakings set out in the Facility Agreement to the extent applicable to this Charge Agreement, as well as the obligations of the Issuer set out in the Senior Notes Conditions which extend to the Chargor. In addition, during the Security Period and until the Secured Obligations have been discharged or fulfilled in full, the Chargor irrevocably and unconditionally covenants with the Security Agent that:
- (a) The Chargor shall ensure that the representations and warranties in Clause 3 of this Charge Agreement are true, accurate and not misleading in any material respect when made; if at any time the Chargor becomes aware that any of the representations or warranties made under Clause 3 of this Charge Agreement were untrue, incorrect or misleading in any material respect when made or that any of the covenants made in this Clause 4 have not been performed or complied with in any material respect, the Chargor shall promptly furnish the Security Agent with a written notice specifying the nature of the default, the nature and extent thereof and the action (if any) which is proposed to be taken by the Chargor with respect thereto;
 - (b) The Chargor shall use the Charged Assets and shall operate the Security Accounts in its ordinary course of business and only in accordance with the terms of the Facility Agreement and this Charge Agreement and shall not make or attempt to effect any withdrawals, payments or other Disposals (as this term is defined in the Facility Agreement) from any Security Accounts or any other acts in contravention of the provisions of the Facility Agreement;

- (c) The Chargor shall promptly notify the Security Agent of any attachment or other legal process levied or attempted to be levied against the Security Accounts and/or the Charged Assets and of any other event affecting such Security Accounts and/or the Charged Assets or that might in any way have a material adverse effect on the validity or enforceability of the security created by this Charge Agreement or on the rights or remedies of the Security Agent hereunder;
 - (d) The Chargor shall not create or permit to exist by any means any pledge, charge, lien, transfer of rights, assignment, agreement or arrangement for security or any encumbrance of any kind on or in connection with the Security Accounts and the Charged Assets, other than by this Charge Agreement (unless otherwise provided for in the Debt Documents);
 - (e) The Chargor shall refrain from taking any action whatsoever which could hinder the performance of this Charge Agreement or give rise to a breach hereof.
 - (f) Any changes to the contact details of the Chargor shall promptly be communicated to the Security Agent;
 - (g) The Chargor shall not enter into, condone or authorize any transactions or acts or obligations in contravention of the undertakings or obligations of the Chargor and the rights and interests of the Security Agent contained herein.
- 4.2 The Chargor shall take all necessary steps and reasonable actions to ensure that the security created pursuant to the terms of this Charge Agreement are perfected in accordance with the laws of Cyprus and any other applicable law.

5. NOTICE OF GRANT OF SECURITY AND OTHER FILING REQUIREMENTS

- 5.1 The Chargor hereby agrees and undertakes:
- (a) promptly after the execution of this Charge Agreement (but in any event within five Business Days of execution of this Charge Agreement), to serve a notice of charge (the “**Notice of Charge**”), substantially in the form of Part 1 of Schedule 1, to the Bank in relation to the Charged Assets in each Security Account existing as at the date of this Charge Agreement, and to use its reasonable endeavours in order for the Bank to acknowledge the Notice of Charge, by signing and delivering to the Security Agent upon receipt of the Notice of Charge (but in any event within ten Business Days of receipt of the Notice of Charge), an acknowledgement, substantially in the form of Part 2 of Schedule 1;
 - (b) within two Business Days from the date of this Charge Agreement, to enter the particulars of this Charge Agreement into the Chargor’s register of charges and mortgages and to provide the Security Agent with a certified true copy of the same;
 - (c) within twenty one calendar days from the date of this Charge Agreement (if executed by the Parties hereto in Cyprus) or within forty two calendar days from the date of this Charge Agreement (if executed by the Parties hereto abroad) to register the same as

a charge in its public files maintained by the Department of Registrar of Companies and Official Receiver of the Republic of Cyprus, in accordance with section 90 of the Companies Law, and provide evidence to the Security Agent of such filing. The Chargor further hereby undertakes to provide to the Security Agent a scanned copy of the relevant certificate of registration of charge promptly upon its issuance and receipt from the Cyprus Registrar of Companies and Official Receiver.

6. ENFORCEMENT

6.1 On the occurrence of an Acceleration Event, the security created by this Charge Agreement shall become immediately enforceable and all powers conferred upon the Security Agent by this Charge Agreement, or otherwise, shall be immediately exercisable and, without prejudice to the generality of the foregoing or to any remedies provided for by applicable law, the Security Agent may, subject to applicable law and the provisions of the Intercreditor Agreement, serve a notice of occurrence of an Acceleration Event to the Bank and:

- (a) appropriate the Charged Assets standing to the credit of the Security Accounts, following deduction of any and all relevant costs and charges of the Bank regarding the Security Accounts;
- (b) apply the Charged Assets appropriated in such manner as is specified in the Intercreditor Agreement, provided that any excess amounts shall be payable to the Chargor simultaneously upon receipt of such monies by the Security Agent;
- (c) take any other action in relation to any Security Accounts or the Charged Assets permissible under the terms of this Charge Agreement, subject to the provisions of the Intercreditor Agreement and the Facility Agreement.

6.2 The Security Agent is required to notify, without undue delay, the Chargor in writing of the commencement of the enforcement under this Charge Agreement. In the notice, the Security Agent shall indicate which of the methods of enforcement as outlined above it has chosen. Non-compliance with this undertaking shall in no way adversely affect the enforcement under this Charge Agreement.

7. POWER OF ATTORNEY

7.1 Appointment and powers

By way of security, the Chargor irrevocably appoints the Security Agent, with effect from the occurrence of an Acceleration Event, to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute deliver and perfect any documents and do any acts and things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on the Chargor by this Charge Agreement or which the Chargor is required to execute and do under this Charge Agreement but which the Chargor fails to do, including execute any document required by the Chargor; and

- (b) following the occurrence of an Acceleration Event, enabling the Security Agent to exercise any of the rights, powers, authorities and discretions conferred on it pursuant to this Charge Agreement or by law.

7.2 Ratification of acts of attorney

The Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any such attorney may reasonably execute or do in good faith under the provisions of this Clause 7 for the purpose of carrying out the provisions of this Charge Agreement and for accomplishing the full benefit of this Charge Agreement.

The exercise of such powers as mentioned in Clause 7.1, by or on behalf of the Security Agent shall not put any person dealing with the Security Agent upon any inquiry as to whether the security created by this Charge Agreement has become immediately enforceable nor shall such person be in any way affected by notice that the security created by this Charge Agreement has not become enforceable and the exercise by the Security Agent of such power shall be conclusive evidence of its right to exercise the same.

8. **NOTICES**

8.1 Any notice or other communication to be given pursuant to this Charge Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served by:

- (a) commercial courier service through one of the five largest (by volume of international deliveries) international courier service enterprises (which shall be deemed automatically to include as the date hereof, the following enterprises: "DHL", "Federal Express" and "TNT") with service contracted for receipt within 72 hours, to the relevant address set out below; OR
- (b) delivered by hand to the relevant address set out below; OR
- (c) transmitted by facsimile with electronic confirmation of receipt, to the relevant number set out below.

8.2 Any notice so served by fax or hand or commercial courier shall be deemed to have been duly given:

- (a) if sent by fax, at the time of transmission; or
- (b) if hand delivered or delivered by courier service, when delivered to the respective address set forth below for the recipient Party, or to such other address as such recipient Party may, prior to the receipt of such notice, have notified the other Party(ies) to the respective address given below.

If to the Chargor:

NEW UKRAINE PE HOLDING LIMITED

Address: 16 June 1943 Street, Building No. 9, Office 202 Area A, 3022, Limassol, Cyprus

Attention: [REDACTED] [REDACTED]

Fax: +357 25 040123

If to the Security Agent:

J&T Banka, a.s.

Address: Sokolovská 700/113a, Karlín, 186 00 Prague 8, Czech Republic

Attention [REDACTED]
[REDACTED]

Fax: +420 221 710 211

9. GRANTING OF TIME

The Security Agent may at all times, without discharging or in any way affecting this Charge Agreement in writing (i) grant to the Chargor and/or to any other person any time or indulgence and/or (ii) deal with, exchange, release, modify, or abstain from perfecting or enforcing this Charge Agreement, any security guarantee or other right which the Security Agent may now or hereafter have regarding the Debt Documents and/or agree to any amendment to the said document(s) and/or any document(s) executed or to be executed pursuant thereto.

10. COMMENCEMENT OF AGREEMENT

This Charge Agreement shall enter into force upon its signature by all Parties hereto.

11. AMENDMENT AND TERMINATION

- 11.1 Any changes and amendments to this Charge Agreement (including this Clause 11) may only be made in the form of written amendments signed by all Parties.
- 11.2 This Charge Agreement shall only be terminated in writing by the mutual agreement of the Chargor and the Security Agent, and any document terminating this Charge Agreement shall be signed by all Parties.

12. COSTS

- 12.1 The Chargor shall be liable for all reasonable and duly documented legal costs, expenses, taxes, fees, claims, liabilities, duties, charges suffered, incurred or made by the Security Agent in connection with exercising any of its powers and protecting and enforcing its interests and rights hereunder and shall be settled promptly upon provision of the respective invoices paid by the Security Agent.

12.2 Any legal costs and or expenses incurred by the Security Agent and or its attorney or employee or its representatives and or agents or otherwise in connection with the negotiation, preparation, completion and any registration of this Charge Agreement, shall be incurred by the Security Agent.

12.3 The Chargor shall be liable for all stamp, documentary and other duties and taxes to which this Charge Agreement may be subject in the Republic of Cyprus and or in any other country or give rise and shall indemnify the Security Agent on demand against any and all liabilities with respect to or resulting from any delay or omission on the part of the Chargor to pay any such duties or taxes.

13. ENTIRE AGREEMENT

This Charge Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, whether written or oral, with respect to such subject matter.

14. ASSIGNMENT

14.1 This Charge Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors, assigns and permitted transferees.

14.2 No party to this Charge Agreement shall assign or transfer any of its rights and obligations under this Charge Agreement without the prior written consent of the other.

15. SEVERABILITY

In case any one or more of the provisions contained in this Charge Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Charge Agreement and such invalid, illegal and unenforceable provision shall be modified and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

16. GOVERNING LAW AND JURISDICTION

This Charge Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus. In relation to any dispute arising out of or in connection with this Charge Agreement, the courts of Cyprus shall have exclusive jurisdiction.

17. RELEASE

- 17.1 The security created by this Charge Agreement shall unconditionally and automatically cease to exist and have any effect whatsoever upon the expiry of the Security Period.
- 17.2 Simultaneously upon the expiry of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of the Chargor, execute and do all such deeds, acts and things as may be necessary to release the Charged Assets from the security hereby created, including to provide the Chargor with a release letter.

18. SECURITY

- 18.1 It is declared and agreed that:
- (a) the security created under this Charge Agreement shall be held by the Security Agent as a continuing security for the discharge of the Secured Obligations in full and that the security so created shall not be satisfied by any intermediate or part satisfaction of any of the Secured Obligations and that the security so created shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other security now or hereafter held by the Security Agent for all or any part of the Secured Obligations and may be enforced by the Security Agent without prior recourse to any such other security or to any other surety and that every power and remedy given to the Security Agent hereunder shall be in addition to and not a limitation of any and every other power or remedy vested in the Security Agent and that all the powers so vested in the Security Agent may be exercised from time to time and as often as the Security Agent may deem expedient; and
- (b) the security created by this Charge Agreement shall not be impaired, affected or discharged by reason of any time or other indulgence granted by the Security Agent or any forbearance which might but for this provision have any such effect or by reason of any variation in the terms of the Agreement or by reason of the unenforceability, invalidity or termination of or any irregularity in the Agreement or the execution thereof by any party thereto or any deficiency in the power of any other party thereto to enter into and perform their respective obligations thereunder and should any obligation or purported obligation of any such other party which, if enforceable or valid or continuing, would be secured by this Charge Agreement be or become wholly or in part unenforceable or invalid or terminated for any reason whatsoever (save for termination upon the expiry of the Security Period), the Chargor shall keep the Security Agent fully indemnified against any reasonable and duly documented loss suffered by the Security Agent as a result of any failure by any such other party to perform any such obligation or purported obligation.

19. COUNTERPARTS

This Charge Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of this deed but all of which together constitute one and the same instrument. Subject to the provisions of Clause 10 hereof, this Charge Agreement shall not be effective until each

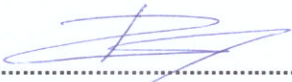
Party has executed at least one counterpart and the effective date of this Charge Agreement shall be the date on which the last remaining counterpart has been executed.

IN WITNESS whereof this Charge Agreement has been duly executed as a deed on behalf of the Security Agent and the Chargor respectively the day and year first above written.

[signature pages to follow]

THE CHARGOR:

New Ukraine PE Holding Limited


.....

Name: *Olha Turyk*

Position: *Director*

THE SECURITY AGENT:

J&T Banka, a.s.

.....

Name:

Position:

THE CHARGOR:

New Ukraine PE Holding Limited

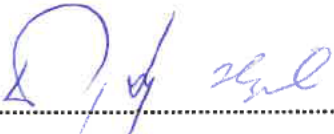
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Name:

Position:

THE SECURITY AGENT:

J&T Banka, a.s.


.....

Name: PETR ŠUH TOMÁŠ HEJDUK

Position: BASED ON AUTHORIZATION

SCHEDULE 1

PART 1

Form of Notice of Charge

[Letterhead of the Chargor]

(DATE)

EUROBANK CYPRUS LTD

41 Arch. Makariou Str.,
1065 Nicosia, Cyprus

Attn: [...]

Tel: [...]

Fax: [...]

Dear Sirs,

Re: Charge and Assignment over Bank Accounts Agreement dated 26 October 2020 between NEW UKRAINE PE HOLDING LIMITED as Chargor (the "Chargor") and J&T BANKA, a.s. as Security Agent (the "Security Agent")

According to the terms of the loan facilities agreement of up to US\$ 40,000,000 and CZK 1,575,000,000 entered into between the Security Agent as the Lender, NUPEH CZ s.r.o. a limited liability company incorporated under the laws of Czech Republic, with its registered office at Antala Staška 1859/34, Krč, 140 00 Praha 4, Czech Republic, registered with the Commercial Register kept by the Municipal Court in Prague under file No. C 307124 as Issuer and the Chargor as the Borrower, dated 19 October 2020 (the "**Facility Agreement**") and of the Senior Notes Conditions (as this term is defined in the Intercreditor Agreement, as this latter term is defined in the Charge, we have entered into a Charge and Assignment over Bank Accounts Agreement with the Security Agent (the "**Charge**").

This letter constitutes a notice to you that under the Charge (a copy of which is attached) we have charged in favour of the Security Agent (for the benefit of the Secured Parties) all monies from time to time standing to the credit of the accounts held with you as at the date of this notice and defined as Security Accounts in the Charge (collectively, the "**Existing Accounts**"), together with all other rights and benefits accruing to or arising in connection with the Existing Accounts (including, but not limited to, entitlements to interest) but excluding any debit or liabilities arising from such Security Accounts.

We hereby further give you notice that under the Charge, any and all future Security Accounts to be opened with you (collectively, the "**Future Accounts**" and together with the Existing Accounts the "**Accounts**"), as well as all monies standing to the credit of such Future Accounts, from time to time together with all other rights and benefits accruing to or arising in connection with such Future Accounts (including, but not limited to, entitlements to interest) but excluding any debit or liabilities arising from such Security Accounts are also charged in favour of the Security Agent (for the benefit of the Secured Parties). This notice constitutes adequate notice for the purposes of the Charge and no further notice shall be given to you in relation to any Future Accounts.

We irrevocably instruct and authorise you to comply with any written notice or instructions relating to the Accounts received by you from the Security Agent in accordance with the provisions of clause 6 (Enforcement) of the Charge, including without limitation instructions for the revocation of any of our signing rights on the Accounts (whether such signing rights are several or joint) together with any authority we may have to give instructions in connection with such Accounts.

We acknowledge that you may comply with the instructions in this letter without any further permission, notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions.

Until you receive any written instructions from the Security Agent relating to the Accounts as per the foregoing, you shall continue to deal with us in relation to the Accounts. After you receive any written instructions from the Security Agent relating to the Account as per the foregoing, we will cease to have any right to deal with you in relation to the Account and you must deal only with the Security Agent, unless and until the Security Agent otherwise instructs you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter is governed by the law of Cyprus.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Sokolovská 700/113a, Karlín, 186 00 Prague 8, Czech Republic, Attention: [REDACTED]
[REDACTED] Fax: +420 221 710 211.

Yours faithfully,

.....
Name:
For and on behalf of NEW UKRAINE PE HOLDING LIMITED
Chargor

SCHEDULE 1

PART 2

Form of Acknowledgement of the Bank

[Letterhead of the Bank]

(DATE)

J&T BANKA, a.s.

Sokolovská 700/113a, Karlín, 186 00 Prague 8, Czech Republic,

Attention: [REDACTED]
[REDACTED]

Fax: +420 221 710 211.

Dear Sirs,

**Charge and Assignment over Bank Accounts Agreement dated 26 October 2020 between
NEW UKRAINE PE HOLDING LIMITED as Chargor (the "Chargor") and J&T BANKA, a.s. as
Security Agent (the "Security Agent")**

We hereby acknowledge and confirm receipt from the Chargor of a Notice of Charge dated [DATE], a copy of which is attached.

We confirm that we accept the instructions contained in the Notice of Charge and agree with the creation of the Charge over the Accounts (as these terms are contained in the Notice of Charge).

This letter is governed by the law of Cyprus.

Yours faithfully,

.....
Name:
For and on behalf of
Eurobank Cyprus Ltd