

EXECUTION VERSION



## AGREEMENT ON PLEDGE OF RECEIVABLES FROM RELEVANT CONTRACTS

7 MAY 2024

between

**Colt CZ Group SE**  
as Security Provider

and

**KOMERČNÍ BANKA, A.S.**  
as Security Agent

**A&O SHEARMAN**

Allen Overy Shearman Sterling (Czech Republic) LLP, organizační složka

0018136-0000117 EUO1: 2011395986.1

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**THIS AGREEMENT** (the **Agreement**) is made on 7 May 2024

**BETWEEN:**

- (1) **Colt CZ Group SE**, a company with its registered office at náměstí Republiky 2090/3a, Nové Město, 110 00 Prague 1, identification number 291 51 961, registered in the Commercial Register under file number H 962 kept by the Municipal Court in Prague, as pledgor (the **Security Provider**); and
- (2) **Komerční banka, a.s.**, a company with its registered office at Na Příkopě 33 building number 969, 114 07 Prague 1, identification number 453 17 054, registered in the Commercial Register under file number B 1360 kept by the Municipal Court in Prague, as pledgee (the **Security Agent**)

(the Security Provider and the Security Agent collectively the **Parties** and each of them a **Party**).

**IT IS AGREED** as follows:

## **1. INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

**Counterparty** means each counterparty to each Relevant Contract other than the Security Agent and the Parent.

**Credit Agreement** means the EUR484,814,084.45 credit facilities agreement dated 7 May 2024 between, among others, the Security Provider as original borrower and original guarantor and the Security Agent as original lender, mandated lead arranger, facility agent and security agent.

**Enforceability Notice** means a notice from the Security Agent to a Counterparty, substantially in the form attached as schedule 1 to the Pledge Notice.

**Expert** means an independent expert selected by the Security Agent from the following entities or their successors: (i) PricewaterhouseCoopers Česká republika, s.r.o. (identification number: 610 63 029); (ii) KPMG Česká republika, s.r.o. (identification number: 005 53 115); (iii) Deloitte Advisory s.r.o. (identification number: 275 82 167); and (iv) E & Y Valuations s.r.o. (identification number: 161 90 581).

**Pledge Notice** means a notice from the Security Agent and the Security Provider to a Counterparty substantially in the form of Schedule 3 (Form of Pledge Notice).

**Relevant Contract** means an agreement specified in Schedule 1 (Relevant Contracts) under the heading Relevant Contracts.

**Secured Debts** means each debt specified in Clause 2 (Secured Debts) below.

**Security Assets** means each present and future monetary receivable of the Security Provider from each Counterparty created under or in connection with any Relevant Contract, including each receivable for:

- (a) the payment of any amount (including a receivable which results from unjust enrichment) if a Relevant Contract is void, non-existent (in Czech *zdánlivý*), ineffective or unenforceable, cancelled, rescinded or terminated in any other way;

- (b) the payment of any amount on the basis of a contractual penalty or breach of contractual or statutory obligations by the relevant Counterparty,

including their accessions (in Czech *příslušenství*).

**Security Period** means the period beginning on the date of this Agreement and ending on the earliest of:

- (a) the date on which all the Secured Debts have been unconditionally and irrevocably paid and discharged in full and the Finance Parties are under no further obligation (whether existing or contingent) to provide any Loan or any other utilisation (including bank guarantee, letter of credit or overdraft loan) to the Borrowers or payment to a beneficiary under any bank guarantee or letter of credit issued under Finance Documents;
- (b) the date on which the Security Agent has unilaterally waived in writing its right to the Security; or
- (c) the date on which the Security otherwise terminated with the Security Agent's written consent.

## 1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have the same meaning in this Agreement, unless expressly defined in this Agreement.
- (b) The principles of construction set out in the Credit Agreement will have effect as if set out in this Agreement.
- (c) The term **the Security** or **this Security** means any security created under this Agreement.
- (d) When a provision of this Agreement applies to:
  - (i) the Security Assets, the provision applies to each receivable forming the Security Assets; or
  - (ii) the pledge created under this Agreement, the provision applies to each pledge created under this Agreement.
- (e) Any obligation of the Security Provider under this Agreement remains in force during the Security Period.

## 2. SECURED DEBTS

- (a) The pledge created under this Agreement secures all monetary debts of each Obligor to the Security Agent that have arisen under, or in connection with, the Finance Documents and that exist on the date of this Agreement.
- (b) The pledge created under this Agreement further secures, up to an aggregate amount not exceeding EUR1,262,500,000 at any time, all monetary debts of each Obligor to the Security Agent that will arise under, or in connection with, the Finance Documents in the future at any time up to and including 7 May 2039, and that are of the following type:
  - (i) the principal of any loan (in Czech *úvěr*) or simple loan (in Czech *zápůjčka*);
  - (ii) debts arising in connection with an issued financial or bank guarantee or letter of credit, including debts arising due to a payment being made under that guarantee or letter of credit;

- (iii) interest or default interest;
- (iv) debts resulting from derivative transactions, including debts from closing out those transactions;
- (v) debts under a guarantee or financial guarantee;
- (vi) debts resulting from an indemnity or another arrangement with a similar effect;
- (vii) commitment fee, arrangement fee, agent fee or other fee;
- (viii) costs or expenses incurred in connection with the protection, preservation or enforcement of rights or security;
- (ix) damages including loss of profit and other than proprietary harm;
- (x) debts resulting from unjust enrichment;
- (xi) contractual penalty;
- (xii) debts arising due to a party rescinding an agreement (in Czech *odstoupení*) or the invalidity, non-existence (in Czech *zánlivost*), ineffectiveness, illegality or unenforceability of an agreement or other legal act; or
- (xiii) credit card debts.

### **3. CREATION OF PLEDGE**

#### **3.1 Pledge**

- (a) Under Section 1309 *et seq.* of the Civil Code, for the purposes of securing the Secured Debts, the Security Provider pledges the Security Assets to the Security Agent.
- (b) The Security Agent accepts the pledge created under this Agreement.

#### **3.2 General**

This Security is:

- (a) continuing security for the payment, discharge and performance of the Secured Debts and will extend to the ultimate balance of all sums due as the Secured Debts regardless of any intermediate payment or discharge in whole or in part; and
- (b) in addition to, and is not in any way prejudiced by, any other security now or subsequently held by any Finance Party.

#### **3.3 Relevant Contracts entered into in the future**

- (a) The Security Provider must, at its own cost, on the last Business Day of each quarter send to the Security Agent a proposed amendment to this Agreement, substantially in the form of Schedule 1 (Form of Amendment).
- (b) The amendment under paragraph (a) above must be signed by the Security Provider's authorised signatories and must, for the purposes of creating a pledge over the new receivables, list:

- (i) each amendment to an existing Relevant Contract;
- (ii) each new relevant contract;

that the Security Provider entered into in the period from the date of this Agreement or from the date of the preceding amendment entered into pursuant to this Clause; and

- (iii) each existing relevant contract that prohibits the Security Provider from assigning its receivables from it, after the prohibition has expired

(the **New Relevant Contracts**).

- (c) The amendment under paragraph (a) above is entered into and takes effect when signed by the Security Agent.
- (d) By execution of the amendment under paragraph (a) above, each present and future receivable of the Security Provider arising under or in connection with any New Relevant Contract from the relevant counterparty of the New Relevant Contract (the **New Counterparty**), including any receivable for:
  - (i) the payment of any amount (including a receivable which results from unjust enrichment) if a New Relevant Contract is void, non-existent (in Czech *zdanlivý*), ineffective or unenforceable, cancelled, rescinded or terminated in any other way; and
  - (ii) the payment of any amount on the basis of a contractual penalty or breach of contractual or statutory obligations by the relevant New Counterparty,

including their accessions (in Czech *příslušenství*) (the **New Receivable**), becomes part of the Security Assets and any provisions of this Agreement relating to:

- (iii) the Security Assets apply to each New Receivable;
- (iv) the Relevant Contracts apply to each New Relevant Contract; and
- (v) the Counterparty apply to each New Counterparty.

## **4. RESTRICTIONS ON DEALINGS**

### **4.1 Restrictions on dealings with the Security Assets**

- (a) Except as expressly allowed, in each case, under the Credit Agreement or this Agreement, the Security Provider may not, without the prior written consent of the Security Agent:
  - (i) create or permit to subsist any other pledge of the Security Assets;
  - (ii) create or permit to subsist any other encumbrance on the Security Assets;
  - (iii) sell, transfer or otherwise dispose of the Security Assets;
  - (iv) assign any Relevant Contract;
  - (v) attach (in Czech *připojit*) the Security Assets to any collective business asset (in Czech *věc hromadná*) that is encumbered by a security interest created earlier than the Security Agent's pledge of the Security Assets;
  - (vi) waive any right or debt from any Relevant Contract; or

- (vii) perform any act which:
  - (A) may result in a reduction in the value of the Security Assets; or
  - (B) may adversely affect any right of the Security Agent under this Agreement.
- (b) The restrictions under paragraph (a) above are agreed for the benefit of the Security Agent and restriction under paragraph (a)(i) above is, in addition, agreed with *right-in-rem* effects.

#### **4.2 Term and purpose of restrictions on dealings**

The restrictions under Clause 4.1 (Restrictions on dealings with the Security Assets) above are agreed for the Security Period in order to strengthen the position of the Security Agent as a secured creditor.

### **5. PERFECTION, NOTIFICATION AND FURTHER ASSURANCES**

#### **5.1 Perfection of the pledge and negative pledge**

The pledge created under this Agreement is perfected by this Agreement coming into effect and the negative pledge of the Security Assets created under this Agreement (to the extent it is purported to be created as a right *in rem*) is perfected by registration in the Pledge Register.

#### **5.2 Registration in the Pledge Register**

- (a) The Security Provider must, at its own cost ensure that, without undue delay following the execution of this Agreement (or, in relation to the New Relevant Contracts, of an amendment under Clause 3.3 (Relevant Contracts entered into in the future)), each negative pledge created under this Agreement is registered in the Pledge Register in the form satisfactory to the Security Agent.
- (b) For the purposes of paragraph (a) above, the Security Agent authorises the Security Provider to do any act necessary or desirable in connection with the registration proceedings.

#### **5.3 Evidencing the perfection of the negative pledge**

The Security Provider must deliver to the Security Agent evidence of the registration of the negative pledge in the Pledge Register, or a copy of the entry in the Pledge Register evidencing the registration, within two Business Days after the date of this Agreement (or, in relation to the New Relevant Contracts, of an amendment under Clause 3.3 (Relevant Contracts entered into in the future)).

#### **5.4 Notification of the pledge**

The Security Provider:

- (a) must at its own cost, as soon as practicable, and no later than five Business Days after the date of this Agreement (or, in relation to the New Relevant Contracts, of an amendment under Clause 3.3 (Relevant Contracts entered into in the future)), send the Pledge Notice to each Counterparty; and
- (b) undertakes that each Counterparty will acknowledge the Pledge Notice, by delivering to the Security Agent an acknowledgement substantially in the form of schedule 2 to the Pledge Notice, within ten Business Days after the date of this Agreement (or, in relation to the New

Relevant Contracts, of an amendment under Clause 3.3 (Relevant Contracts entered into in the future)).

## **5.5 Further assurances**

- (a) The Security Provider must, at its own costs and without undue delay (and in any event within any applicable time limit) perform whatever act the Security Agent may require for:
  - (i) perfecting and protecting any security intended to be created under this Agreement;
  - (ii) facilitating the enforcement of this Security or the exercise of any right, power or discretion exercisable by the Security Agent in respect of any Security Asset; and
  - (iii) facilitating the assignment or transfer of any rights or obligations of the Security Agent under this Agreement.

This includes the execution of any transfer or assignment, whether to the Security Agent or its nominee, or any amendment to this Agreement which the Security Agent may think expedient.

- (b) The Security Provider must promptly notify the Security Agent in writing of any circumstance that may endanger the existence or enforceability of the Security or of any rights under this Agreement.

## **6. SECURITY REPRESENTATIONS**

### **6.1 Representations**

The representations set out in this Agreement are made by the Security Provider to the Security Agent on the date of this Agreement, on each Utilisation Date, on the first day of each Interest Period and on the Closing Date.

### **6.2 Nature of security**

This Agreement creates a pledge over the Security Assets on the terms of this Agreement and this Agreement is not liable to be avoided, declared non-existent (in Czech *zánlivá*), ineffective or otherwise set aside, in particular on the Security Provider's insolvency, bankruptcy, dissolution, winding-up, administration or reorganisation.

### **6.3 Title**

- (a)
  - (i) The Security Provider has full and exclusive title to the Security Assets, free of any defect in the sense of Section 1107 of the Civil Code and free of any right from an obligation or right *in rem* or other right for the benefit of any other person, and no steps have been taken to create any such defect or any such right in the Security Assets for the benefit of any other person, except for this Security and other restrictions created or permitted under this Agreement; and
  - (ii) it has not created a pledge over its enterprise, any of its parts or a collective business asset that is (in whole or in part) formed by any Security Asset.
- (b)
  - (i) It is not aware of any adverse claim by any person in respect of its exclusive title to the Security Assets;
  - (ii) no Security Asset is the subject of a dispute or claim; and
  - (iii) there are no overdue debts in relation to the Security Assets.



## **6.4 Ranking**

The pledge created under this Agreement is a first ranking pledge over the Security Assets.

## **6.5 Non-conflict**

- (a) No breach of any law or regulation is outstanding which may adversely affect the value of any Security Asset.
- (b) Neither the articles of association of the Security Provider nor any agreement, arrangement or licence applicable to the Security Provider contains any provision which could adversely affect or restrict the creation or enforcement of the Security.

## **7. SECURITY ASSETS**

### **7.1 Representations – Relevant Contracts**

The Security Provider represents to the Security Agent that:

- (a) no payments to it by any Counterparty are subject to any right of set-off or similar rights;
- (b) each of the Relevant Contracts is its valid and enforceable obligation;
- (c) it is not in default of any of its obligations under any of the Relevant Contracts;
- (d) there is no prohibition on assignment or creation of any security interest in any of the Relevant Contracts or, if consent is required for the assignment or creation of any security interest in any of the Relevant Contracts, it has been validly granted; and
- (e) its entry into and performance of this Agreement will not conflict with any term of any of the Relevant Contracts, unless such act has no effect on the Security.

### **7.2 Preservation of Relevant Contracts**

The Security Provider may not, without the prior written consent of the Security Agent:

- (a) amend or waive any term of, or terminate, any of its Relevant Contracts or waive any debt under any of its Relevant Contracts; or
- (b) make any act which might jeopardise the existence or enforceability of any Relevant Contract.

### **7.3 Other obligations**

The Security Provider must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each of its Relevant Contracts;
- (b) diligently and promptly defend its rights, and the rights pledged under this Agreement, under the Relevant Contracts, from any claim or action which is made or threatened by any person;
- (c) at the Security Agent's request supply the Security Agent with copies of each Relevant Contract and any information and documentation relating to any Relevant Contract; and

- (d) promptly notify the Security Agent of any event or circumstance that may result in:
  - (i) the termination of any Relevant Contract;
  - (ii) any delay in the performance of any Relevant Contract;
  - (iii) any Relevant Contract becoming unlawful, non-existent (in Czech *zánlivý*) or ineffective; or
  - (iv) a material breach of any Relevant Contract unless such act affects the Security.

#### **7.4 Collection of receivables**

- (a) Before the Security becomes enforceable pursuant to Clause 8 (When Security becomes enforceable) below and the Security Agent delivers an Enforceability Notice to a Counterparty, all amounts payable under each Relevant Contract to the Security Provider must be used in accordance with the Credit Agreement.
- (b) After the Security becomes enforceable pursuant to Clause 8 (When Security becomes enforceable) below and the Security Agent delivers the Enforceability Notice to a Counterparty, all payments under the Relevant Contracts of that Counterparty must be made to the Security Agent or as it directs. If the receivables arising under the Relevant Contracts are not yet due, the Security Agent may require the receivables to be assigned to it or as it directs.
- (c) If, after this Security has become enforceable pursuant to Clause 8 (When Security becomes enforceable) below and the Security Agent delivers an Enforceability Notice to a Counterparty, the Security Provider receives any payment relating to the Security Assets, it must immediately transfer an amount equal to that payment to the Security Agent. This is without prejudice to any right the Security Agent may have against the person who has made that payment.
- (d) If the Security Agent receives any payment in connection with the Security Assets without any Secured Debt (or its part) being due and payable, the Security Agent may keep the amount as security for the duration of the Security Period and may use the amount at any time in future to discharge any Secured Debt, unless otherwise agreed with the Security Provider.

### **8. WHEN SECURITY BECOMES ENFORCEABLE**

This Security will become immediately enforceable if any Obligor fails to pay in full any Secured Debt when due.

### **9. ENFORCEMENT OF SECURITY**

#### **9.1 General**

- (a) After this Security has become enforceable, the Security Agent may immediately exercise any rights under and in accordance with this Agreement or applicable law.
- (b) This includes:
  - (i) sending a notice to any person in connection with enforcing the Security;
  - (ii) the right to collect and enforce any amounts payable in respect of any Security Asset determined by the Security Agent in the notice under Clause 9.2 (Collection of payments of payable receivables) below;

- (iii) selling the Security Assets by a direct sale under Clause 9.3 (Direct sale of the Security Assets) below; and
  - (iv) assignment of receivables arising under the Relevant Contracts to the Security Agent under Clause 9.4 (Assignment of receivables to the ) below.
- (c) The Security Provider authorises the Security Agent to make, after commencement of enforcement of the Security, any acts on behalf of the Security Provider in connection with the Security Assets and the assignment of the receivables forming the Security Assets. This includes acting in any proceedings before any courts or other public authorities and dealing with any third parties including in connection with obtaining information about the Security Assets. The Security Agent may appoint a third party to perform any such acts. Any authorisation under this paragraph (c) will terminate by expiration of the Security Period. The Security Provider declares that it is aware and agrees that its interests may be in conflict with the interests of the Security Agent or the third party appointed by it when acting pursuant to this paragraph (c). The Security Agent may exercise the authority pursuant to this paragraph (c) solely for the purposes of enforcing the Security.

## **9.2 Collection of payments of payable receivables**

- (a) The Security Agent may determine that it will collect or claim any payments of payable receivables forming the Security Assets (in this Clause, the **payable receivables**).
- (b) At the moment any amount of any payable receivable or its part is actually collected by the Security Agent:
  - (i) the Security Agent will become an unconditional and lawful owner of the collected amount; and
  - (ii) the Security Agent's claims corresponding to the unpaid Secured Debt will be decreased by the collected amount in accordance with Clause 10 (Application of proceeds) below.
- (c) As soon as the claims of the Security Agent corresponding to the unpaid Secured Debt are fully satisfied in accordance with the terms of the Finance Documents, the Security Agent must, without undue delay, inform each Counterparty that all remaining receivables forming the Security Assets are now payable to the Security Provider.
- (d) Neither serving a notice to the Security Provider pursuant to paragraph (a) above, nor collection of any amount of any payable receivable will limit the Security Agent's right to subsequently elect any other way of enforcement of Security in accordance with Section 1362 of the Civil Code.

## **9.3 Direct sale of the Security Assets**

- (a) The Security Agent may determine that it will sell all or only selected receivables forming the Security Assets in its own name at the expense of (in Czech *vlastním jménem na účet*) the Security Provider by a direct sale, partially or fully through a third party under the terms of this Clause, either (i) by way of competitive sales process in accordance with paragraph (b) below or (ii) by way of a sale to a selected party in accordance with paragraph (c) below.
- (b) The Security Agent must act with due professional care in its own interest and in the interest of the Security Provider so as to sell the Security Assets for a price for which a comparable asset can usually be sold under comparable circumstances in the particular place and at the particular time. For these purposes, the Security Agent and the Security Provider have agreed on the following rules of direct sale by way of a competitive sales process:

- (i) Considering the nature of the Security Assets and the group of likely buyers, the Security Agent must publicly announce the offer of direct sale; the offer must always be published in at least one (A) Czech national daily, weekly or monthly newspaper or (B) Czech journal or magazine specialised on the Security Assets and available to a wide range of potential bidders.
- (ii) Bidders will be allowed to make binding bids for the purchase of the Security Assets within the period of at least 30 days from the date of announcement of the offer of direct sale under paragraph (i) above. Within this period, the bidders must be allowed to acquaint themselves in a suitable manner with the relevant documents and information relating to the Security Assets which are available to the Security Agent.
- (iii) The Security Agent will disregard bids not complying with all the conditions set for the direct sale. The main criterion in assessing the bids will be the offered price and each bidder will be required to evidence (A) that it has sufficient funds available for payment of the purchase price of the Security Assets and (B) compliance with the requirements of the Security Agent or applicable law on Sanctions, anti-money laundering (AML) and know-your-customer (KYC) rules. Security Agent will not accept the bids (A) which are conditional except for those conditional upon regulatory approvals, (B) where a bidder requests that representations or warranties in respect of the Security Assets are provided or (C) which require the Security Agent being liable for any defects of the Security Assets.
- (iv) The Security Agent must:
  - (A) hand over to the Security Provider a report containing an assessment of bids received, before the execution of the agreement on the transfer of the Security Assets to the chosen bidder; and
  - (B) enter into an agreement on the transfer of the Security Assets with the bidder who has made the most advantageous bid according to the determined criteria and consideration of the Security Agent acting with due professional care, unless the Security Agent decides not to accept any bid and
    - I. to restart the process of the direct sale of the Security Assets in accordance with this Agreement; or
    - II. to use another way of enforcing the Security.
- (c) Alternatively, the Security Agent may carry out the direct sale of the Security Assets by way of a sale to a selected party for a price corresponding to at least 100% from the price determined by the Expert. The criteria set out in paragraph (b)(iii) and the provision of paragraph (b)(iv) above will apply appropriately. The Expert must determine the price in an opinion that must be prepared less than six months before the execution of the agreement on transfer of the Security Assets.
- (d) The Security Agent may enforce the Security by a direct sale after the expiry of 30 days from the day when the commencement of enforcement of the Security was notified to the Security Provider pursuant to Section 1362 of the Civil Code.
- (e) At the moment when the Security Agent receives the consideration for the Security Assets, the claims of the Security Agent corresponding to the unpaid Secured Debts will be decreased by the amount of the consideration in accordance with Clause 10 (Application of proceeds) below.

#### **9.4 Assignment of receivables to the Security Agent**

- (a) The Security Agent may determine that it will have all or only the selected receivables forming the Security Assets assigned to it, for the price determined by the Expert in accordance with this Clause, unless an Expert opinion has already been prepared under Clause 9.3(c) above, provided that such opinion has been prepared less than six months before the acquisition of the Security Assets.
- (b) The Expert will make a valuation of the Security Assets at the cost of the Security Provider and will determine the price of the Security Assets. The Expert must determine the price in an opinion that must be prepared less than six months before the acquisition of the Security Assets.
- (c) The Security Agent must deliver to the Security Provider a notice of the determination of the price of the Security Assets by the Expert without undue delay after receiving it or (in the case of an Expert opinion prepared under Clause 9.3(c) above) without undue delay after determining that the Security Agent will have all or only the selected receivables forming the Security Assets assigned to it in accordance with this Clause 9.4.
- (d) The receivables forming the Security Assets will pass to the Security Agent at the moment when the Security Agent delivers to the Security Provider the notice under paragraph (c) above, but not before the expiry of 30 days from the day when the commencement of the enforcement of the Security was notified to the Security Provider pursuant to Section 1362 of the Civil Code.
- (e) At the moment when the Security Agent becomes the creditor of the receivables forming the Security Assets, the claims of the Security Agent corresponding to the unpaid Secured Debts will be decreased by the price of the Security Assets determined by the Expert in accordance with Clause 10 (Application of proceeds) below.
- (f) If the receivables forming the Security Assets pass to the Security Agent, the Secured Debts will not pass to the Security Agent.

#### **9.5 Assistance of the Security Provider**

- (a) In connection with the enforcement of the Security, the Security Provider must:
  - (i) promptly hand over to the Security Agent (or to any other person as it directs), at its request, all documents and other materials and information required by the Security Agent for the purposes of a valuation of the Security Assets or the effective enforcement of the Security (the **Information**);
  - (ii) promptly render to the Security Agent (or to any other person as it directs) all assistance required for the purposes of carrying out a valuation of the Security Assets or the effective enforcement of the Security;
  - (iii) duly exercise all rights attached to the Security Assets so that the value of the Security Assets does not decrease; and
  - (iv) comply with all regulations relating to or affecting the Security Assets;
- (b) If the Security Provider fails to provide any Information or to render other assistance, the Security Agent may carry out the enforcement of this Security, and the Expert may determine the price of the Security Assets, solely on the basis of the Information available to it at that particular time.
- (c) The Security Provider agrees that any Information subject to banking secrecy rules may be disclosed for the purposes of a valuation of the Security Assets or the effective enforcement of the Security.

## **9.6 Right to hold proceeds**

- (a) If:
  - (i) the Security Agent receives any proceeds of enforcement of this Security at a time when none of the Security Debts is payable but at a time when any Secured Debt may become payable or becomes payable in the future; or
  - (ii) the proceeds of enforcement of this Security exceed the amount of the then payable Secured Debts whereas any other Secured Debt may become payable or becomes payable in the future;
- (b) the Security Agent may hold such proceeds or such surplus. This is without prejudice to any other right the Security Agent may have.
- (c) The Security Agent may apply any such proceeds or surplus in discharge of any Secured Debt once it becomes payable.

## **10. APPLICATION OF PROCEEDS**

- (a) Any moneys received by the Security Agent after this Security has become enforceable or any moneys by which the Security Agent's claims are decreased as a result of exercising its rights under this Agreement must be applied in the order of priority according to clause 18.6 (Partial payments) of the Credit Agreement.
- (b) Any surplus from the proceeds of the enforcement of this Security must be released by the Security Agent to the Security Provider or to any other person entitled to it no later than 20 Business Days after the end of the Security Period. This provision does not prejudice any right of the Security Agent to set off any amount which it receives as proceeds of the enforcement of this Security, in an amount exceeding the Secured Debts, against any of its claims against the Security Provider.

## **11. SUBORDINATION OF CLAIMS OF THE SECURITY PROVIDER**

All the claims of the Security Provider against any Obligor that arise as a result of the enforcement of this Security will be satisfied only after the full satisfaction of the Secured Debts. This undertaking of the Security Provider also applies in the event of the insolvency of any Obligor (in relation to any Obligor incorporated in the Czech Republic, in accordance with Section 172 of Act No. 182/2006 Coll., Insolvency Act, as amended).

## **12. CHANGES TO THE PARTIES**

### **12.1 Security Provider**

The Security Provider may not assign or transfer any of its rights or obligations under this Agreement without the consent of the Security Agent.

### **12.2 Security Agent**

- (a) For the purposes of this Clause, a **Transfer Certificate** means a certificate substantially in the form of Schedule 4 (Form of Transfer Certificate).
- (b) The Security Agent (for the purposes of this Clause, the **Existing Security Agent**) may resign in the manner permitted under the Credit Agreement.

- (c) (i) This Security will automatically transfer to the person appointed as the new Security Agent under the Credit Agreement (for the purposes of this Clause, a **New Security Agent**) on the date the Existing Security Agent resigns, the New Security Agent is appointed in accordance with the Credit Agreement and the receivables for the payment of the Secured Debts are assigned to the New Security Agent.
- (ii) In addition to the automatic transfer of this Security in accordance with paragraph (i) above, the Existing Security Agent and the New Security Agent must execute a Transfer Certificate promptly after the appointment of the New Security Agent. With effect from the date of a Transfer Certificate:
- (A) and to the extent to which any rights and obligations of the Existing Security Agent have not automatically transferred to the New Security Agent, the Existing Security Agent transfers all its rights and obligations under this Agreement to the New Security Agent and the New Security Agent accepts those rights and obligations; and
- (B) this Agreement is supplemented by the Transfer Certificate and all references to the Existing Security Agent will be construed so as to refer to the New Security Agent, unless the context otherwise requires.
- (iii) The Security Provider:
- (A) consents to the transfer of the rights and obligations of the Security Agent to the Security Agent's permitted successor under the Credit Agreement; and
- (B) must grant its consent to the transfer of the rights and obligations to the New Security Agent if the Existing Security Agent so requests.

## **13. MISCELLANEOUS**

### **13.1 Amendments**

Unless otherwise agreed in the Credit Agreement, any term of this Agreement may be amended by an agreement in writing between the Security Agent and the Security Provider.

### **13.2 Language and counterparts**

This Agreement has been executed in the English language in three counterparts. Each Party will receive one counterpart and the remaining counterpart will be used for registering the negative pledge in the Pledge Register.

### **13.3 Consideration for the Security**

The Security Provider and the Security Agent declare that the nature of the Security as being provided for consideration is based on the legal relationship established under the Credit Agreement.

### **13.4 Waiver of right to extinction of obligation**

The Security Provider waives its right to claim extinction of obligations from this Agreement in the sense of Section 2000 of the Civil Code.

#### **14. RELEASE AND TERMINATION**

- (a) At the end of the Security Period:
  - (i) this Security and other restrictions created under this Agreement terminate;
  - (ii) the Security Provider must, at its own cost, perform whatever act is necessary to delete the negative pledge from the Pledge Register; and
  - (iii) all rights and obligations of the Parties under this Agreement terminate.
- (b) At the request and cost of the Security Provider, the Security Agent will issue to the Security Provider a confirmation of termination of the Security that will, among others, state the date on which the Security Period has ended and that all rights and obligations of the Parties under this Agreement have terminated.

#### **15. DISAPPLICATION OF CERTAIN PROVISIONS OF THE CIVIL CODE**

The Parties agree that Section 1361 of the Civil Code will not apply for the purposes of this Agreement.

#### **16. GOVERNING LAW**

- (a) This Agreement, any obligations under it and any non-contractual obligations arising in connection with it are governed by Czech law.
- (b) The pledge and any prohibitions created as rights *in rem* created or to be created under this Agreement are governed by Czech law.

#### **17. JURISDICTION**

Any disputes, contentious claims or issues arising in connection with this Agreement (including any matters relating to its validity, effectiveness and interpretation) will be submitted for settlement exclusively to:

- (a) the District Court for Prague 1 if the first-instance court having subject-matter jurisdiction is a district court; and
- (b) the Municipal Court in Prague if the first-instance court having subject-matter jurisdiction is a regional court.



## SCHEDULE 1

### RELEVANT CONTRACTS

<b>Name, number and subject matter of contract</b>	<b>Counterparty, registered office, identification number</b>	<b>Date of contract</b>
Loan Agreement, as amended	Colt CZ Group International s.r.o., with its registered office at náměstí Republiky 2090/3a, Nové Město, 110 00 Praha 1, identification number: 072 05 392	14 February 2024 as amended
Framework Loan Agreement, as amended	saltech AG, with its registered office at üterstrasse 20, CH-4568 Däniken, Switzerland, identification number: CHE-109.551.583	6 November 2023 as amended
Loan Agreement, as amended	Vocatus Investment a.s., with its registered office at náměstí Republiky 2090/3a, Nové Město, 110 00 Praha 1, identification number: 194 17 772	14 February 2024 as amended
Loan Agreement	Colt CZ Group North America, Inc., with its registered office at 545 New Park Avenue, West Hartford CT 06110, United States, identification number: 83-2954264	1 June 2021
Loan Agreement	Four Horses Apparel, Inc, with its registered office at 545 New Park Avenue, West Hartford CT 06110, United States, identification number: 7206484	14 February 2024
Loan Agreement, as amended	Česká zbrojovka a.s., with its registered office at Svat. Čecha 1283, 688 01 Uherský Brod, identification number: 463 45 965	3 April 2023 as amended

## SCHEDULE 2

### FORM OF AMENDMENT

**THIS AMENDMENT NO. [●]** (the **Amendment**) to the agreement on the pledge of receivables from relevant contracts (**Pledge Agreement**) is made on [●]

#### **BETWEEN:**

- (1) **[SECURITY PROVIDER]**, a company with its registered office at [●], identification number [●], registered in the Commercial Register under file number [●] kept by the [District/Municipal] Court in [●], as pledgor (the **Security Provider**); and
- (2) **[SECURITY AGENT]**, a company with its registered office at [●], identification number [●], registered in the Commercial Register under file number [●] kept by the [District/Municipal] Court in [●], as pledgee (the **Security Agent**).

#### **WHEREAS:**

- (A) on [DATE] the Security Provider and the Security Agent entered into the Pledge Agreement on the basis of which receivables from the relevant contracts have been pledged; and
- (B) the Security Provider acquired new trade receivables over which it must create a pledge in accordance with clause 3.3 (Relevant Contracts entered into in the future) of the Pledge Agreement, by entering into this Amendment,

**IT IS AGREED** as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

- (a) Unless expressly defined in this Amendment, the capitalized terms have the same meaning as in the Pledge Agreement.
- (b) The principles of construction set out in clause 1.2 (Construction) of the Pledge Agreement will apply in this Amendment by analogy.

#### **2. AMENDMENT TO THE PLEDGE AGREEMENT**

The Pledge Agreement is amended by adding the New Relevant Contracts stipulated in the schedule to this Amendment to the Relevant Contracts specified in Schedule 1 (Relevant Contracts) of the Pledge Agreement, as a result of which the Security Provider pledges [and creates a negative pledge over] each present and future receivable of the Security Provider from each New Counterparty arising under or in connection with any New Relevant Contract, including each receivable for:

- (a) the payment of any amount (including a receivable which results from unjust enrichment) if a New Relevant Contract is void, non-existent (in Czech *zánlivý*), ineffective or unenforceable, cancelled, rescinded or terminated in any other way;
- (b) the payment of any amount on the basis of a contractual penalty or breach of contractual or statutory obligations by the relevant New Counterparty,

including their accessions (in Czech *příslušenství*).

### **3. REPRESENTATIONS**

The representations set out in the Pledge Agreement are made by the Security Provider to the Security Agent at the moment of execution of this Amendment.

### **4. NATURE OF THIS AMENDMENT**

This Amendment and the Pledge Agreement as amended by this Amendment are Finance Documents.

### **5. INCLUSION OF PROVISIONS**

The provisions of clauses 13 (Miscellaneous), 16 (Governing law) and 17 (Jurisdiction) of the Pledge Agreement have full application in this Amendment as well.

### **6. OTHER PROVISIONS**

- (a) Except for changes made under this Amendment, the Pledge Agreement remains in effect and, from the date of this Amendment, the Pledge Agreement and this Amendment will be read as one arrangement between the Parties.
- (b) The rights and obligations of the Parties under the Pledge Agreement also apply in relation to:
  - (i) New Receivables that, under this Amendment, become part of the Security Assets;
  - (ii) New Relevant Contracts that, under this Amendment, become the Relevant Contracts; and
  - (iii) New Counterparties that, under this Amendment, become Counterparties.
- (c) This Amendment becomes effective on the date when the Security Agent attaches its signature to the draft amendment signed by the Security Provider.

#### **Security Provider**

**[SECURITY PROVIDER]**

\_\_\_\_\_

Name:

Position: [●] / [under power of attorney]

**Security Agent**

**[SECURITY AGENT]**

---

Name:  
Position: [●] / [under power of attorney]

---

Name:  
Position: [●] / [under power of attorney]

## Schedule

### New Relevant Contracts

<b>Name, number and subject matter of contract</b>	<b>Counterparty, registered office, identification number</b>	<b>Date of contract</b>	<b>[Amount/Value]</b>
			[column may be deleted if amount not available]

### Amendments to existing Relevant Contracts

<b>Name, number and subject matter of contract, number of amendment</b>	<b>Counterparty, registered office, identification number</b>	<b>Date of amendment</b>	<b>[Amount/Value]</b>
			[column may be deleted if amount not available]

### Existing Relevant Contracts that prohibited the Security Provider from assigning its receivables from these contracts and in relation to which this prohibition has expired

<b>Name, number and subject matter of contract</b>	<b>Counterparty, registered office, identification number</b>	<b>Date of contract</b>	<b>Date from which the prohibition on assignment has expired</b>	<b>[Amount/Value]</b>
				[column may be deleted if amount not available]

## SCHEDULE 3

### FORM OF PLEDGE NOTICE

[on letterhead of the Security Provider]

From: Colt CZ Group SE (the **Security Provider**)

Komerční banka, a.s. (the **Security Agent**)

To: [COUNTERPARTY] (the **Counterparty**)

[DATE]

#### **Agreement on pledge of receivables from relevant contracts dated [DATE] between the Security Provider and the Security Agent (the Pledge Agreement)**

We refer to the Pledge Agreement. This is a Pledge Notice (as defined in the Pledge Agreement).

#### **1. Notice**

We inform you that under the Pledge Agreement we have created a pledge for the benefit of the Security Agent over all our present and future monetary receivables arising under the relevant contracts specified below (the **Relevant Contracts**):

<b>Name, number and subject matter of contract</b>	<b>Counterparty, registered office, identification number</b>	<b>Date of contract</b>

#### **2. Conditions of operation**

- (a) Until you receive a notice from the Security Agent substantially in the form of the schedule 1 to this notice (the **Enforceability Notice**):
- (i) you must continue to make payments under the Relevant Contracts to the Security Provider; and
  - (ii) the Security Provider may exercise all its rights, powers and discretions under the Relevant Contracts including claiming payment under the Relevant Contracts.
- (b) With effect from receipt by you of the Enforceability Notice, you must make payments to the Security Agent or as it directs.

#### **3. Performance**

The Security Provider confirms that it remains liable under each Relevant Contract to perform all obligations assumed by it under the Relevant Contract.

#### **4. Amendments**

- (a) No Relevant Contract may be amended or terminated and the Security Provider may not waive any debt or any of its rights under it without the prior consent of the Security Agent.

- (b) The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent.

**5. Acknowledgement**

Please confirm receipt of this notice and indicate your agreement to the terms of this notice by signing the acknowledgement attached to this notice as [schedule 2] and returning it to the Security Agent and delivering a copy to the Security Provider.

**6. Governing law**

This notice, any obligations under it and any non-contractual obligations arising in connection with it are governed by Czech law.

Yours faithfully

**Security Provider**

**Colt CZ Group SE**

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Name:

Position: [●] / [under power of attorney]

**Security Agent**

**Komerční banka, a.s.**

---

Name:

Position: [●] / [under power of attorney]

---

Name:

Position: [●] / [under power of attorney]

**Schedule 1 to Pledge Notice**

**FORM OF ENFORCEABILITY NOTICE**

**[on the letterhead of the Security Agent]**

From: [SECURITY AGENT] (the **Security Agent**)

To: [COUNTERPARTY] (the **Counterparty**)

Copy: [SECURITY PROVIDER] (the **Security Provider**)

[DATE]

**Agreement on pledge of receivables from relevant contracts dated [DATE] between the Security Provider and the Security Agent (the Pledge Agreement)**

We refer to the notice of the pledge of receivables from relevant contracts dated [DATE] (the **Pledge Notice**). Unless expressly defined in this notice, the capitalised terms have the same meaning as in the Pledge Notice.

This is the Enforceability Notice.

With effect from the date of this notice, all receivables arising under any Relevant Contract are now payable to the Security Agent. Please pay, as it falls due, any amount payable in respect of the Relevant Contracts to the following bank account:

[BANK ACCOUNT NUMBER]

[NAME OF ACCOUNT HOLDER]

Yours faithfully,

**Security Agent**

[Security Agent]

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]



**Schedule 2 to Pledge Notice**

**FORM OF ACKNOWLEDGEMENT BY A COUNTERPARTY**

**[on the letterhead of the Counterparty]**

From: [COUNTERPARTY] (the **Counterparty**)

To: [SECURITY AGENT] (the **Security Agent**)

Copy: [SECURITY PROVIDER] (the **Security Provider**)

[DATE]

**Agreement on pledge of receivables from relevant contracts dated [DATE] between the Security Provider and the Security Agent (the Pledge Agreement)**

1. This is an acknowledgement by a Counterparty.
2. We confirm receipt from the Security Provider of the notice dated [●] concerning a creation of pledge of all its present and future monetary receivables of the Security Provider arising under the relevant contracts specified below in favour of the Security Agent (**Notice**):

Name, number and subject matter of contract	Counterparty, registered office, identification number	Date of contract

3. We confirm that:
  - (a) we accept the instructions contained in the Notice and undertake to comply with the Notice;
  - (b) we will pay all sums due under each Relevant Contract in accordance with it;
  - (c) we have not received notice of any interest of any third party in any Relevant Contract;
  - (d) with effect from receipt of the Enforceability Notice, we unconditionally agree to pay all sums due under each Relevant Contract to an account designated by the Security Agent for that purpose in the Enforceability Notice until such time as we receive written notice to the contrary from the Security Agent.

Yours faithfully

**Counterparty**

**[Counterparty]**

\_\_\_\_\_

Name:

Position: [●] / [under power of attorney]

## SCHEDULE 4

### FORM OF TRANSFER CERTIFICATE

From: [SECURITY AGENT] (the **Security Agent**)

[NEW SECURITY AGENT]

To: [SECURITY PROVIDER] (the **Security Provider**)

[DATE]

#### **Agreement on pledge of receivables from relevant contracts dated [DATE] between the Security Provider and the Security Agent (the Pledge Agreement)**

We refer to the Pledge Agreement. This is a Transfer Certificate (as defined in the Pledge Agreement).

Unless expressly defined in this Transfer Certificate, capitalised terms have the same meaning as in the Pledge Agreement.

1. We [SECURITY AGENT] (the **Existing Security Agent**) and [NEW SECURITY AGENT] (the **New Security Agent**) have agreed that the Existing Security Agent transfers [all of its][present and future] rights and obligations under the Finance Documents, including under the Pledge Agreement, to the New Security Agent.
2. The Security created under the Pledge Agreement automatically transferred to the New Security Agent upon the resignation of the Existing Security Agent, the appointment of the New Security Agent in accordance with the Credit Agreement and the transfer of the receivables for the payment of the Secured Debts to the New Security Agent on [DATE].
3. All rights and obligations under the Pledge Agreement which have not automatically transferred to the New Security Agent together with the receivables for the payment of the Secured Debts are transferred by way of this Transfer Certificate. The transfer is effective on the date of this Transfer Certificate.
4. The administrative details of the New Security Agent for the purposes of the Pledge Agreement are set out in the Schedule.
5. The New Security Agent's receivables for the payment of the Secured Debts include, but are not limited to, the current outstanding principal amount of the Credit Agreement (as defined in the Pledge Agreement), in an amount of [CURRENCY][AMOUNT].
6. The New Security Agent accepts the Security under the Pledge Agreement as security for the Secured Debts.
7. This Transfer Certificate, the obligations under it and any non-contractual obligations arising in connection with it are governed by Czech law.

**The Schedule**

**Administrative details of New Security Agent**

[details of address for notices, payment details and full registered name and address]

**Security Agent**

**[Security Agent]**

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

**New Security Agent**

**[NEW Security Agent]**

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

We agree to the transfer contemplated by this Transfer Certificate.

**Security Provider**

**[Security Provider]**

\_\_\_\_\_

Name:  
Position: [●] / [under power of attorney]

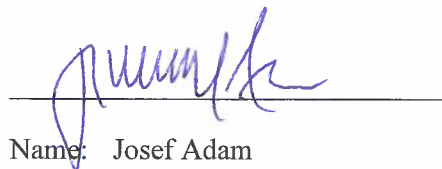
## SIGNATORIES

### Security Provider

Colt CZ Group SE



Name: Jan Drahota  
Funkce: Member of Board of Directors



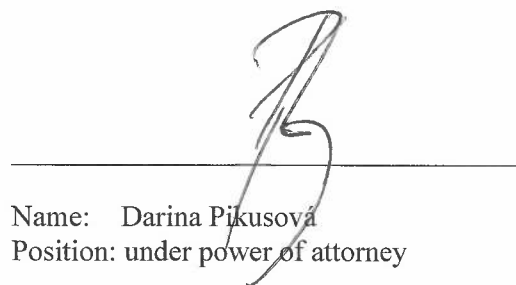
Name: Josef Adam  
Funkce: Member of Board of Directors

### Security Agent

Komerční banka, a.s.



Name: Rostislav Coufal  
Position: under power of attorney



Name: Darina Píkusová  
Position: under power of attorney

Ověření - legalizace

Ověřuji, že:

1) pod pořadovým číslem 11B2BKP2 tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Jan Drahota, nar. 31.10.1974, Na Hřebenkách 815/130, Smíchov, 15000 Praha 5.



Aneta Všetečková  
notářská tajemnice pověřená  
Mgr. Evou Královou  
notářkou v Praze

2) pod pořadovým číslem 11B2BRJH tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Josef Adam, nar. 21.10.1980, Buková 493, 25267 Tuchoměřice.



Aneta Všetečková  
notářská tajemnice pověřená  
Mgr. Evou Královou  
notářkou v Praze

3) pod pořadovým číslem 11B2BX9K tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Rostislav Coufal, nar. 26.11.1983, Světlice 113, 39601 Humpolec.



Aneta Všetečková  
notářská tajemnice pověřená  
Mgr. Evou Královou  
notářkou v Praze

4) pod pořadovým číslem 11B2C491 tuto listinu přede mnou vlastnoručně podepsala níže uvedená osoba, jejíž totožnost byla prokázána:  
Darina Pikusová, nar. 02.03.1972, Merhautova 1054/197, Černá Pole, 61300 Brno.



Aneta Všetečková  
notářská tajemnice pověřená  
Mgr. Evou Královou  
notářkou v Praze

Praha 1, dne 07.05.2024

