

Co No

016791V

Form IM19

**THE COMPANIES ACT 2006****NOTICE SPECIFYING PROPERTY THAT HAS CEASED TO  
BE AFFECTED BY REGISTERED CHARGE**

Pursuant to Section 141(1)

Company Name:	<b>UNIKMIND HOLDINGS LIMITED</b>
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## 1. Details of the Existing Charge (see Note):

A Swiss law governed pledge agreement (the "**Pledge Agreement**") dated 13 February 2023 granted by Unikmind Holdings Limited (the "**Pledgor**") in favour of HSBC Private Bank (Suisse SA) (the "**Bank**"). The Pledgor was registered with Isle of Man Companies Registry with serial number 0000070179.

Words and expressions used in this Form IM19 but not otherwise defined herein are defined in the Pledge Agreement.

## 2. Details of property that has ceased to be affected (including serial number):

Pursuant to a deed of release dated 14 June 2024 made between, amongst others, the Bank (as custodian), HSBC Corporate Trustee Company (UK) Limited (as security agent) (the "**Security Agent**") and the Pledgor (a copy of which is attached to this Form IM19) (the "**Deed of Release**"), the Security Agent hereby irrevocably and unconditionally, without recourse, representation, warranty or liability, at the instruction of the Agent:

- (a) releases and discharges the Pledgor from its obligations and liabilities under the Pledge Agreement, the Pledgor's property, assets and undertaking from the Pledge without recourse, representation or warranty (except that it has not itself assigned or charged the Pledged Assets) and the security created by the Pledge, and releases the Pledgor from its obligations thereunder;
- (b) releases, discharges, waives, terminates, reassigns and retransfers to the Pledgor all its rights, title, and interest in that Pledgor's property, assets and undertaking, present or future, that were assigned, charged or otherwise provided as Security to the Secured Parties by or pursuant to the Pledge Agreement without recourse, representation or warranty (except that: (i) it will reassign such right, title and interest as was assigned to it by the Pledgor; and (ii) it has not itself assigned or charged the Pledge Assets);
- (c) consents to the Pledgor giving notice of the releases, discharges, waivers, terminations, reassignments and retransfers under the Deed of Release to any person to whom notice of the Pledge was given; and
- (d) authorizes the Pledgor to file the release of the Pledge with the relevant authority.

"**Pledge**" the Pledgor pledged to the Security Agent the Pledged Assets as continuing first ranking security for the Secured Obligations.

Serial Number 0000070179.

Has the charge been satisfied and/or discharged in full:	YES/NO*
Date the charge has been satisfied and/or discharged:	14 / 06 / 2024 (dd)(mm)(yyyy)

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**THE COMPANIES ACT 2006**


\* Delete whichever does not apply

<b>Note:</b>  <b>The Registrar of Companies has no duty to verify the contents of this form or that the Memorandum &amp; Articles of the company provide authority with respect to the matters contained in this form.</b>	<b>For Official Use only:</b>
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## 3. Details of the Person filing the Notice:

Name:	Cains Advocates Limited		
Address:	Fort Anne Douglas Isle of Man		
Post Code:	IMI 5PD	Status to company:	Advocates to the Pledgor

4. We certify that we are authorised to file this notice on behalf of the Pledgor and that the particulars given are an accurate description.
5. Attached to this notice is the written consent by the Security Agent to the release of the charge to which it relates or such other evidence of the release satisfactory to the Registrar of Companies.

<b>Signed on behalf of the Person filing the Notice by:</b>   <hr/> <b>(Authorised Signatory)</b> <b>Full Name of Signatory:</b>  Cains Advocates Limited	<b>Dated: 19 / 06 / 2024</b> <b>(dd) (mm) (yyyy)</b>
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**NOTE**

Sufficient details must be given in order to accurately identify which registered charge is being released. These should include its date, amount secured, property secured and chargee's name.

## RELEASE AGREEMENT

between

**Unikmind Holdings Limited (a company  
incorporated in the Isle of Man with  
company number 016791V)**

Fort Anne, South Quay, Douglas

IM1 5PD

Isle of Man

(the "**Released Party**")

and

**HSBC Corporate Trustee Company (UK) Limited**

8 Canada Square

London E14 5HQ

United Kingdom

(the "**Security Agent**", acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of the Secured Parties)

and

**the Secured Parties**

(the "**Secured Parties**", represented for all purposes hereof by the Security Agent as direct representative (*direkter Stellvertreter*))

and

**HSBC Private Bank (Suisse) SA**

Quai des Bergues 9-17

1201 Geneva

Switzerland

(the "**Custodian**", and together with the Released Party, the Security Agent and the Secured Parties, the "**Parties**")

dated 14 June 2024

**PREAMBLE**

- 1) One or more lenders agreed to make a term loan facility available on the terms of the holdco loan agreement (the "**Holdco Loan Agreement**") entered into among, amongst others, the Released Party, as borrower, and the Original Lender (as defined therein) dated 13 February 2023, as amended on 20 April 2023, on 8 August 2023 and on or around the date of this Agreement, providing the Released Party with a term loan facility in an amount up to \$342,000,000.
- 2) One or more lenders agreed to make a term loan facility available on the terms of the bridge facilities agreement (the "**Bridge Facilities Agreement**", together with the Holdco Loan Agreement, the "**Facilities Agreements**") entered into among, amongst others, the Released Party, as borrower, and HSBC Bank Plc as original lender, dated 13 February 2023, as amended on 20 April 2023, providing the Released Party with a Cash Bridge Facility Commitment of \$268,000,000 and an Accordion Bridge Facility Commitment of \$75,000,000.
- 3) The Released Party agreed to charge as a continuing security for the payment and discharge of the Secured Obligations, the Shares and the Derivative Assets (as such terms are defined in the IoM Charge) to the Security Agent on the terms of the Isle of Man charge (the "**IoM Charge**") entered into among others, the Pledgor as chargor, and the Security Agent as security agent, dated 13 February 2023.
- 4) Pursuant to clause 11.3 of the IoM Charge, the Released Party has agreed to grant first-ranking Transaction Security (in form and substance (including as to the governing law of the agreements documenting such security) satisfactory to the Security Agent and free of any encumbrance or prohibition that would adversely affect the creation, perfection or enforcement of such Transaction Security) over its present and future rights and interests: (A) in respect of any account or depository (whether in its own name, or in the name of any custodian, nominee or other person) which holds any Shares beneficially owned by the Released Party from time to time; and (B) any custody or similar agreement with any such custodian, nominee or other person in relation to the operation of the relevant account, and will provide the Security Agent with any other documents or information that the Security Agent may reasonably request in relation to the grant of such Transaction Security (including, without limitation, any corporate authorisations, formalities certificates and legal opinions), in each case in form and substance satisfactory to it.
- 5) The Released Party has pledged to the Secured Parties, directly represented by the Security Agent, acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Secured Parties, the Pledged Assets as continuing first ranking security for the Secured Obligations (the "**Pledge**") pursuant to the terms and conditions of an account pledge agreement dated 13 February 2023 entered into between the Released Party, as pledgor, the Security Agent, acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of the Secured Parties, and the Custodian (including any supplements thereto, the "**Account Pledge Agreement**").
- 6) This Agreement sets out the terms and conditions according to which the Account Pledge Agreement will be terminated and the Pledge will be released.

**NOW, THEREFORE**, the Parties agree as follows:

**1. DEFINITIONS AND CONSTRUCTION****1.1 Definitions**

- 1.1.1 In this Agreement, words and expressions defined in the Facilities Agreement or the Intercreditor

Agreement (as applicable) bear the same respective meanings unless otherwise defined herein.

## **1.2 Construction**

1.2.1 The principles of interpretation set out in Clause 1.2 (*Construction*) of the Account Pledge Agreement shall have effect as if set out in this Agreement.

## **2. TERMINATION AND RELEASE**

### **2.1 Termination**

2.1.1 The Parties hereby mutually, irrevocably and unconditionally agree that the Account Pledge Agreement is terminated with effect from the signature date of this Agreement.

2.1.2 The Parties hereby mutually, irrevocably and unconditionally agree to release each other finally, with effect from the signature date of this Agreement, from any and all past, present and future obligations, liabilities, guarantees, representations, warranties and/or covenants given to each other under the Account Pledge Agreement.

2.1.3 The Security Agent hereby confirms that any power of attorney, if any, given to it by the Released Party under the Account Pledge Agreement, are hereby revoked with effect from the signature date of this Agreement.

2.1.4 For the avoidance of doubt, the IoM Charge remains in full force and effect and is not terminated by this Agreement.

### **2.2 Release**

2.2.1 On the signature date of this Agreement, the Security Agent hereby irrevocably and unconditionally, without recourse, representation, warranty or liability, at the instruction of the Agent:

- a. releases and discharges the Released Party from its obligations and liabilities under the Account Pledge Agreement, the Released Party's property, assets and undertaking from the Pledge without recourse, representation or warranty (except that it has not itself assigned or charged the Pledged Assets) and the security created by the Pledge, and releases the Released Party from its obligations thereunder;
- b. releases, discharges, waives, terminates, reassigns and retransfers to the Released Party all its rights, title, and interest in that Released Party's property, assets and undertaking, present or future, that were assigned, charged or otherwise provided as Security to the Secured Parties by or pursuant to the Account Pledge Agreement without recourse, representation or warranty (except that: (i) it will reassign such right, title and interest as was assigned to it by the Released Party; and (ii) it has not itself assigned or charged the Pledge Assets);
- c. consents to the Released Party giving notice of the releases, discharges, waivers, terminations, reassignments and retransfers under this Agreement to any person to whom notice of the Pledge was given; and
- d. authorizes the Released Party to file the release of the Pledge with the relevant authority.

2.2.2 For the avoidance of doubt, the Security created pursuant to the IoM Charge remains in full force and effect and is not released by this Agreement.

### **2.3 Further assurance**

2.3.1 The Security Agent, at the Released Party's expenses, agrees to do and perform such other and

further reasonable acts and to execute and deliver any and all such further reasonable documents which are necessary or desirable to effect or document the release of the Account Pledge Agreement under, and to carry out and effect the intent and purposes of this Agreement and authorizes the Released Party to take any step necessary or desirable to effect the releases in clause 2.2.

### **3. MISCELLANEOUS**

#### **3.1 Amendments and Waivers**

3.1.1 This Agreement may only be modified or amended by a document signed by each Party to this Agreement thereto. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

3.1.2 No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement operates as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

#### **3.2 Severability**

3.2.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect. The Agreement will, however, thereafter be amended by the Parties in such reasonable manner so as to achieve, without illegality, the intention of the Parties with respect to that severed provision.

#### **3.3 Counterparts**

3.3.1 This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument.

### **4. APPLICABLE LAW AND JURISDICTION**

#### **4.1 Governing Law**

4.1.1 This Agreement is governed by and will be construed in accordance with the substantive laws of Switzerland (*i.e.* without regard to the exception of the conflict of laws rules of Swiss international private law).

#### **4.2 Jurisdiction**

4.2.1 All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, will be resolved by the ordinary Courts of the Canton of Geneva, an appeal before the Swiss Supreme Court being reserved.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

*[Signature page follows]*

**SIGNATURE PAGE**

**Unikmind Holdings Limited**, as Released Party  
acting through a Director:

  
\_\_\_\_\_

Title: Director

Name: *Antigoni Fakanti*

**HSBC Corporate Trustee Company (UK) Limited**, as Security Agent acting for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of the Secured Parties:



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Title: Vice President

Name: Julian Tucker

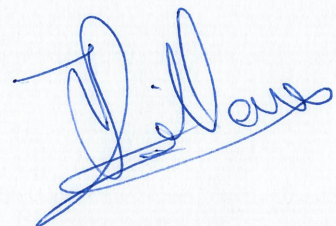
HSBC Private Bank (Suisse) SA, as Custodian:

Title:

Name:



Jean-Louis Guiderdoni  
Managing Director



Jérémy Poilleaux  
Director

HSBC Private Bank (Suisse) SA  
9-17 Quai des Bergues  
PO Box 2888  
1211 Genève