

DEED OF AMENDMENT AND RESTATEMENT OF LOAN AGREEMENTS

This Deed of Amendment and Restatement of Loan Agreements (this "**Deed**") is entered into as of the 20th day of December 2022 (the "**Effective Date**").

By and between:

UNIKMIND HOLDINGS LIMITED, a company incorporated under the laws of the Isle of Man (with registered number 016791V) and having its registered office at Fort Anne, South Quay, Douglas, IM1 5PD, Isle of Man (the "**Borrower**")

and

TEDDY SAGI, holder of Cypriot passport no. [REDACTED] and resident of [REDACTED]
[REDACTED] (the "**Lender**")

hereinafter jointly referred to as the "**Parties**" and individually "**Party**".

PREAMBLE

WHEREAS, the Parties have entered into the Existing Loans (as defined below) pursuant to which the Lender has made available to the Borrower a loan of the aggregate principal amount of GBP388,293,673.75 (the "**Original Loan**") which has, as on the effective date, been fully drawn and utilized by the Borrower.

WHEREAS, the Lender has agreed to make available to the Borrower an additional loan in the aggregate principal amount of GBP100,000,000 (one hundred million Great Britain Pounds) (the "**Additional Loan**").

WHEREAS, the Borrower is discussing entering into secured term loan facilities with banking institutions (the "**Lending Banks**") and may wish to do so in the future (the "**Bank Debt**").

WHEREAS, to give effect to the above, the Parties have agreed to revise the Original Loan and to amend and restate the Original Loan together with the Additional Loan into a single subordinated consolidated loan (the "**Subordinated Consolidated Loan**") as set out in this Deed in order to comply with the requirements of the Lending Banks.

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions and interpretations

- 1.1. **Existing Loans** means the following existing loans between the Lender and the Borrower:

	Original Loan Agreement	Amount due (GBP)	USD
1	Loan Agreement dated 12/07/2019 (Effective Date 31/03/2019)	28,612,388.85	

2	Loan Agreement dated 28/05/2020	12,000,000	
3	Loan Agreement dated 29/10/2020	45,638,284.90	55,656,445
4	Loan Agreement dated 27/09/2021	6,000,000.00	
5	Loan Agreement dated 14/09/2021	690,000.00	
6	Loan Agreement dated 01/10/2021	159,000,000.00	
7	Loan Agreement dated 13/10/2021	2,705,000.00	
8	Loan Agreement dated 25/10/2021	11,138,000.00	
9	Loan Agreement dated 21/01/2022	12,900,000.00	
10	Loan Agreement dated 22/03/2022	8,550,000.00	
11	Loan Agreement dated 26/09/2022	101,060,000.00	
Total		388,293,673.75	55,656,445

1.2. In this Deed:

- (a) any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule of this Deed; and
- (b) clause and Schedule headings are for ease of reference only.

1.2 The Schedules form part of this Deed and shall have effect as of set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. Amendment and Restatement

With effect from the Effective Date, the Original Loan shall be amended and restated in the form set out in Schedule 1 into the Subordinated Consolidated Loan so that the rights and obligations of the Parties to the Subordinated Consolidated Loan, on and from the Effective Date, be governed by and construed in accordance with the provisions of this Subordinated Consolidated Loan and of any facility agreements with the Lending Banks (the "Facility Agreements").

3. Representations and warranties

3.1. The Borrower makes the representations and warranties set out in clause of the Subordinated Consolidated Loan to the Lender on the Effective Date by reference to the facts and circumstances then existing, including without limitation the Bank Debt discussions.

3.2. Furthermore, the Lender represents and warrants that to the extent that there may be any loans or advances that may have been provided by the Lender to the Borrower and which may not be included in the Original Loan Agreement above or there are any other debts due from the Borrower to the Lender, it is the Lender's intention that these are subordinated to the Bank Debt at all times in accordance with the Facility Agreements with Lending Banks.

4. Amendment and restatement fee, cost and expenses

No amendment and restatement fee applies. However, each Party shall be solely be responsible and bear its cost and expenses with respect to this Deed and the Subordinated Consolidated Loan.

5. Third party rights

Except as expressly provided elsewhere in this Deed, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed.

6. Governing law and jurisdiction

6.1. This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6.2. Each Party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

7. Miscellaneous

7.1. Any provision of this Deed may be modified or amended or waived only by an instrument in writing signed by duly authorized representatives of each Party.

7.2. If any provision of this Deed is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. If any provision of this Deed, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, the Parties shall make suitable and equitable provisions therefor in order to carry out, so far as may be invalid and enforceable, the intent and purpose of such invalid or unenforceable provision.

7.3. This Deed sets out the entire agreement and understanding between the Parties with respect to the subject matter hereof.

7.4. This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one deed/agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This Deed has been executed by the Parties and takes effect on the Effective date.

Executed by UNIKMIND HOLDINGS LIMITED

acting by _____,

a duly authorised representative

Director

Executed by Teddy Sagi

Teddy Sagi

Both in the presence of:

Witness 1

Name: _____

Address: _____

Witness 1

and

Witness 2

Name: _____

Address: _____

Witness 2

This Deed has been executed by the Parties and takes effect on the Effective date.

Executed by UNIKMIND HOLDINGS LIMITED

acting by _____,

a duly authorised representative

Director

Executed by Teddy Sagi

Teddy Sagi

Both in the presence of:

Witness 1

Name:

Address:

Witness 1

and

Witness 2

Name:

Address:

Witness 2

Schedule 1

SUBORDINATED CONSOLIDATED LOAN AGREEMENT

This Subordinated Consolidated Loan Agreement (this "Agreement") is entered into as of the 20th day of December 2022 (the "Effective Date").

By and between:

UNIKMIND HOLDINGS LIMITED, a company incorporated under the laws of the Isle of Man (with registered number 016791V) and having its registered office at Fort Anne, South Quay, Douglas, IM1 5PD, Isle of Man (the "Borrower")

and

TEDDY SAGI, holder of Cypriot passport no. [REDACTED] and resident of [REDACTED]
[REDACTED] (the "Lender")

hereinafter jointly referred to as the "Parties" and individually "Party".

PREAMBLE

WHEREAS, the Lender is the sole shareholder of the Borrower.

WHEREAS, the Parties have entered into the Existing Loans (as defined below) pursuant to which the Lender has made available to the Borrower a loan of the aggregate principal amount of GBP388,293,673.75 (the "Original Loan") which has, as on the effective date, been fully drawn and utilized by the Borrower.

WHEREAS, the Lender has agreed to make available to the Borrower an additional loan in the aggregate principal amount of GBP100,000,000 (one hundred million Great Britain Pounds) (the "Additional Loan").

WHEREAS, the Borrower is discussing entering into secured term loan facilities with banking institutions (the "Lending Banks") and may wish to do so in the future (the "Bank Debt").

WHEREAS, the Parties have agreed to consolidate the Existing Loans and the Additional Loan into a single subordinated consolidated loan (the "Subordinated Consolidated Loan") and subordinate the arrangements between them to any Bank Debt as set out in this Agreement.

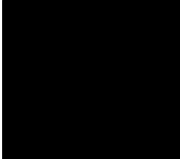
In consideration of the mutual covenants herein contained, the Parties agree as follows with effect as of the Effective Date:

1. Definitions

For purposes of this Agreement, the terms set forth in Annex A shall have the meanings set forth therein.



2. **The Loan**

- 2.1. **Consolidation.** The Existing Loans and the transactions contemplated therein are hereby consolidated under the terms of this Agreement. As a result the amount of GBP388,293,673.75 that has been drawn and utilized under the Existing Loans is hereby considered the amount that has been drawn and utilized pursuant to this Agreement (the "Utilised Loan").
- 2.2. **Additional Loan:** The Lender hereby agrees to extend a loan facility to the Borrower pursuant to the terms of this Agreement, in the total principal amount equal to GBP100,000,000). The Additional Loan will be granted wholly or in parts, in one amount or in several installments, in the same currency as per above or in any other currency, upon and as per the request of the Borrower.
- 2.3. **Loan and Disbursement.** The Parties agree that the amount of GBP488,293,673.75 consisting of the Utilised Loan together with the Additional Loan shall be the Subordinated Consolidated Loan and comprise the loan principal amount for the purposes of this Agreement (the "Loan"). The Parties acknowledge and agree that the Utilised Loan has, on the Effective Date, been drawn and utilized.
- 2.4. **Interest.** The Loan shall not bear interest (zero interest loan).
- 2.5. **Repayment;** The Borrower shall repay the principal amount of the Loan, in whole, or in parts, in one amount or in several installments, in the same currency as per above or equivalent amount in any other currency, not later than the Subordinated Loan Repayment Date, provided that the Bank Debt has been fully and finally discharged to the satisfaction of the relevant Lending Banks or agent under the relevant Facility Agreements and that there is no further obligation to provide financial accommodation thereunder, or the relevant banks have provided their prior written consent.
- 2.6. **Repayment Instructions.** All payments due to the Lender must be wired on the applicable payment date to the Lender's bank account, details that shall be provided from the Lender to the Borrower to this effect in advance to the Subordinated Loan Repayment Date in writing.
- 2.7. **Pre-payment.** The Borrower may not repay the Loan prior to the Subordinated Loan Repayment Date, wholly or in parts, unless the relevant Lending Banks or agent under any Facility Agreements have given their prior written consent or the relevant Lending Banks or agent have confirmed that the obligations of the Borrower pursuant to the Bank Debt have been fully and finally discharged to their satisfaction and that there is no further obligation to provide any financial accommodation thereunder.
- 2.8. **Date.** Whenever any payment due under the Subordinated Consolidated Loan Documents is due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall be included in the computation of interest or fees, as the case may be.
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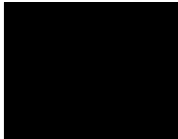
29. For the avoidance of doubt, this Agreement and the Loan are unsecured and there is no right of acceleration, cross default, mandatory payment right or other right that may in any way jeopardise the rights of any third party entered into a Bank Debt with the Borrower.

3. **Representations and Warranties**

The Borrower represents warrants and covenants as follows:

- 3.1. The Subordinated Consolidated Loan documents constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy or similar laws relating to enforcement of creditors' rights generally or by general principles of equity.
- 3.2. No written representation, warranty or other statement made by the Borrower in any Subordinated Consolidated Loan document, any other loan document, any certificate or statement furnished to the Lender contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading.
- 3.3. **Subordination.** The Parties further agree that this Loan (and to the extent any other obligations of the Borrower to the Lender exist) shall be subordinated in rank and right of payment to any other undertakings, debts or commitments (current and/or future) of the Borrower towards any current or future Bank Debt.

4. **General Provisions**

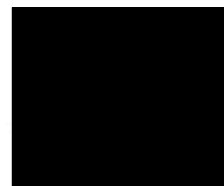
- 4.1. The Preamble and Annex A consist integral part of this Agreement.
- 4.2. This Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns. Neither Party may assign any rights hereunder without the other Party's prior written consent. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding.
- 4.3. Time is of the essence for the performance of all Obligations. All covenants, agreements, representations and warranties made herein by Borrower shall, notwithstanding any investigation by the Lender, be deemed to be material to and to have been relied upon by the Lender.
- 4.4. Each provision hereof shall be severable from every other provision in determining its legal enforceability.
- 4.5. This Agreement and each of the other Subordinated Consolidated Loan Documents dated as of the date hereof, taken together, constitute and contain the entire agreement between the Borrower and the Lender with respect to their subject matter and supersede any and all prior agreements, negotiations,
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correspondence, understandings and communications between the parties, whether written or oral.

- 4.6. This Agreement may only be modified with the written consent of the Lender and the Borrower and with the prior consent of any Lending Banks providing financing to the Borrower. Any waiver or consent with respect to any provision of the Subordinated Consolidated Loan Documents shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Borrower in anyone case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.
- 4.7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same original instrument.
- 4.8. This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 4.9. Each Party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

5.10. Service of process / Notice

- 5.10.1. Without prejudice to any other mode of service allowed under any relevant law, the Borrower and the Lender irrevocably appoint GlobeInvestUK Ltd of Labs Atrium, Stables Market, London, England, NW1 8AH as their agent for service of process in relation to any proceedings before the English courts in connection with this Agreement and agree that failure by an agent for service of process to notify any of the Parties of the process will not invalidate the proceedings concerned.
- 5.10.2. Subject to clause 5.10.1 above, any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally by overnight courier, or sending it by fax, to the address or to the fax number and for the attention of the relevant party set out herein (or as otherwise notified by that party hereunder). Any notice given shall be deemed to have been received: if delivered personally, at the time of delivery, and in the case of fax, at the time of completion of transmission. If a deemed receipt occurs on a day that is not a Business Day, then deemed receipt shall occur at the same time on the first Business Day thereafter.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

UNIKMIND HOLDINGS LIMITED

TEDDY SAGI
("Lender")

By
Name

Title: Director



claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 4.9. Each Party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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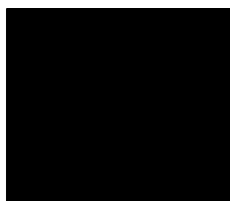
5.10.2. Subject to clause 5.10.1 above, any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally by overnight courier, or sending it by fax, to the address or to the fax number and for the attention of the relevant party set out herein (or as otherwise notified by that party hereunder). Any notice given shall be deemed to have been received: if delivered personally, at the time of delivery, and in the case of fax, at the time of completion of transmission. If a deemed receipt occurs on a day that is not a Business Day, then deemed receipt shall occur at the same time on the first Business Day thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

UNIKMIND HOLDINGS LIMITED

("Borrower")

By: _____
Name:
Title: Director



Annex A

Definitions

1. "Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in Cyprus for the transaction of general banking business.
2. "Existing Loans" means the following existing loans between the Lender and the Borrower:

	Original Loan Agreement	Amount due (GBP)	USD
1	Loan Agreement dated 12/07/2019 (Effective Date 31/03/2019)	28,612,388.85	

Annex A

Definitions

1. **"Business Day"** means a day (other than a Saturday or Sunday) on which banks generally are open in Cyprus for the transaction of general banking business.
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	Original Loan Agreement	Amount due (GBP)	USD
1	Loan Agreement dated 12/07/2019 (Effective Date 31/03/2019)	28,612,388.85	
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10	Loan Agreement dated 22/03/2022	8,550,000.00	
11	Loan Agreement dated 26/09/2022	101,060,000.00	
Total		388,293,673.75	55,656,445

3. **"Subordinated Consolidated Loan Documents"** means, collectively, this Agreement and all other documents, instruments and agreements entered into between Borrower and Lender in connection with the Loan, all as amended or extended from time to time.
4. **"Subordinated Loan Repayment Date"** means 31 December 2033.
5. **"Obligations"** means all Loans, debt, principal, interest, fees, charges, and other amounts, owing by Borrower to Lender of any kind or description, now existing or hereafter arising, under the Loan Documents, and including any of the same obtained by Lender by assignment or otherwise.
6. **"Purpose"** means general corporate purposes and expenses of the Borrower.

