

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erste Bank der oesterreichischen Sparkassen AG		03/02/2015	Aktiengesellschaft (Joint Stock Company): AUSTRIA
RECEIVING PARTY DATA			
Name:	Hirsch Maschinenbau GmbH		
Street Address:	Glanegg 58		
City:	A-9555 Glanegg		
State/Country:	AUSTRIA		
Entity Type:	Gesellschaft mit beschränkter Haftung (Limited Liability Company): AUSTRIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1458009	VACUTRANS	
CORRESPONDENCE DATA			
Fax Number:	7036850573		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(703) 521-2297		
Email:	trademarks@young-thompson.com		
Correspondent Name:	Rebecca Gan		
Address Line 1:	209 Madison Street, Suite 500		
Address Line 2:	YOUNG & THOMPSON		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	4301-1122		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Gan		
Address Line 1:	209 Madison Street, Suite 500		
Address Line 2:	YOUNG & THOMPSON		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Rebecca Gan		
SIGNATURE:	/rgan/		

OP \$40.00 1458009

DATE SIGNED:

04/20/2015

Total Attachments: 63

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SECURITY RELEASE AGREEMENT

by and between

Erste Bank der oesterreichischen Sparkassen AG

and

Kärntner Sparkasse Aktiengesellschaft

and

BKS Bank AG

as Security Holders on the one hand

and

Besitz- und Vermietungs GmbH

GGB-Global Green Built GmbH

Hirsch Maschinenbau GmbH

Hirsch Porozell GmbH

HIRSCH POROZELL Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság

HIRSCH POROZELL S.R.L.

Hirsch Porozell sp. z o.o.

Hirsch Servo AG

POLYFORM, s.r.o.

Thermozell Entwicklungs- und Vertriebs GmbH

as Security Grantors on the other hand

This security release agreement (the "**Agreement**") is entered into and made by and between:

1. **Erste Bank der oesterreichischen Sparkassen AG**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Vienna, Republic of Austria, and the registered address at Graben 21, 1010 Vienna, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 286283f ("**Erste Bank**");
2. **Kärntner Sparkasse Aktiengesellschaft**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Klagenfurt, Republic of Austria, and the registered address at Neuer Platz 14, 9020 Klagenfurt, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 94938s ("**KSK**");
3. **BKS Bank AG**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Klagenfurt, Republic of Austria, and the registered address at St. Veiter Ring 43, 9020 Klagenfurt, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number 91810s ("**BKS**");
4. **Hirsch Servo AG**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Glanegg, Republic of Austria, and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 117300a and its group companies as listed in Schedule 1 (together with Hirsch Servo AG the "**Group Companies**").

(Erste Bank, KSK and BKS hereinafter referred to as "**Security Holders**" and each of them a "**Security Holder**"; the Group Companies hereinafter collectively referred to as "**Released Parties**" or "**Security Grantors**" and each of them a "**Released Party**" or a "**Security Grantor**"; the Security Holders and the Released Parties individually referred to as a "**Party**" and collectively as "**Parties**")

PREAMBLE

- (A) WHEREAS, Erste Bank, BKS, KSK, Raiffeisenlandesbank Oberösterreich Aktiengesellschaft and Raiffeisen Zentralbank Österreich AG have entered into a framework agreement with Hirsch Servo AG and some of the Group Companies originally dated September 2010 (as restated in September 2012, subsequently amended by a term sheet dated 12 September 2013, subsequently restated in June 2014 and restated again in December 2014) ("**the Framework Agreement**") in order to ensure a successful restructuring process of the Group Companies.
- (B) WHEREAS, under the terms of the Framework Agreement, Erste Bank has entered

into a guarantee facility agreement (*Haftungskreditvertrag*) with Hirsch Servo AG dated 30 September 2010 (the "**Guarantee Facility Agreement**") based on which Erste Bank has agreed to grant Hirsch Servo AG a guarantee facility in a maximum aggregated amount of EUR 53.079.000 and has undertaken guarantees for BKS, KSK and Raiffeisen Zentralbank Österreich AG and, WHEREAS it was agreed, that certain group companies will grant securities in connection with the Guarantee Facility Agreement. WHEREAS, the guarantee facility provided by Erste Bank under the Guarantee Facility Agreement has been reduced to EUR 24.588.665,41 on 30 September 2014;

- (C) WHEREAS, Raiffeisen Bank International AG ("**RBI**") has succeeded Raiffeisen Zentralbank Österreich AG in its financial involvement with the Group Companies;
- (D) WHEREAS, in connection with the Guarantee Facility Agreement, the Released Parties entered into Local Security Agreements (as defined below) with Erste Bank to secure the Secured Obligations (as defined in each of the Local Security Agreements) (the "**Pool Securities**");
- (E) WHEREAS, the Group Companies and Kurt Hirsch Korlátolt Felelősségű Társaságmentered ("**Kurt Hirsch Kft.**") and Hirsch Porozell s.r.o. entered into Local Security Agreements with KSK as agent for BKS and Erste Bank in connection with various financial facilities (the "**KSK Securities**"); WHEREAS Kurt Hirsch Kft. has been merged with Hirsch Porozell Kft. and consequently Hirsch Porozell Kft. has taken over the rights and obligations of Kurt Hirsch Kft. under the KSK Securities (*Gesamtrechtsnachfolge*); WHEREAS Hirsch Porozell s.r.o. has been merged with Polyform s.r.o. and consequently Polyform s.r.o. has taken over the rights and obligations of Hirsch Porozell s.r.o. under the KSK Securities (*Gesamtrechtsnachfolge*);
- (F) WHEREAS, Hirsch Maschinenbau GmbH & Co. KG entered into a Local Security Agreement with BKS as agent for Erste Bank and KSK (the "**BKS Security**"); WHEREAS Hirsch Maschinenbau GmbH & Co. KG has been merged (*verschmolzen*) with Hirsch Maschinenbau GmbH and consequently Hirsch Maschinenbau GmbH has assumed the rights and obligations of Hirsch Maschinenbau GmbH & Co. KG under the BKS Security (*Gesamtrechtsnachfolge*);
- (G) WHEREAS it is contemplated that Raiffeisenlandesbank Niederösterreich-Wien AG ("**RLB NÖ-W**") and Erste Bank refinance the short term credit lines (*Kurzfristige Kreditlinien*) granted to certain Group Companies by KSK, BKS and RBI. As a prerequisite (*Voraussetzung*) for the refinancing, the Group Companies shall procure (*sicherstellen*) that the Pool Securities, the KSK Securities and the BKS Security are released against (*Zug-um-Zug gegen*) the repayment of the short term credit lines (*Rückführung der Kurzfristigen Kreditlinien*) and the return of guarantees under guarantee facilities (*Rückstellung von Garantien unter Haftungskrediten*).
- (H) WHEREAS, in order to enable the refinancing, RBI, BKS, KSK and Erste Bank have agreed to release the Pool Securities, the KSK Securities and the BKS Security upon the terms and conditions set out in this Agreement and have confirmed this in a

separate release letter addressed to RLB NÖ-W; WHEREAS the Released Parties now request Erste Bank, KSK and BKS to release these securities by reassignment, retransfer, waiver or otherwise and to mutually terminate all rights and obligations under the Local Security Agreements.

NOW, IT IS AGREED as follows:

1 Construction and Interpretation; Definitions

1.1 In this Agreement, unless the context otherwise requires:

- 1.1.1 a reference to any party hereto is, where relevant, deemed to be a reference to or to include, as appropriate, such party's respective permitted assignees and transferees and successors in title;
- 1.1.2 references to Clauses and Schedules are references to, respectively, clauses of and schedules to this Agreement and references to this Agreement include its schedules;
- 1.1.3 words importing the plural shall include the singular and vice versa;
- 1.1.4 In case of doubt, the meaning of the German, Hungarian, Romanian, Slovak and Polish expressions used in this Agreement prevail over the meaning of the English expressions to which they relate; and
- 1.1.5 a reference to any agreement, deed or other instrument or to any specified provision thereof is to be construed as a reference to that agreement, deed or other instrument or that provision as from time to time amended, varied, supplemented, restated or novated (however fundamentally).

1.2 In this Agreement including the Preamble, the following terms shall have the following meanings:

"Austrian Security" means the securities established under or in connection with the Local Security Agreements listed under "Austrian Law" in Schedule 2.

"Austrian Release Documentation" means the Austrian law governed release documentation as set out in Schedule 3.

"Austrian Released Parties" means the Parties listed under "Austria" in Schedule 1.

"Hungarian Security" means the securities established under or in connection with the Local Security Agreements listed under "Hungarian Law" in Schedule 2.

"Hungarian Release Documentation" means the Hungarian law governed release documentation as set out in Schedule 4.

"Hungarian Released Parties" means the Parties listed under "Hungary" in Schedule 1.

"Local Security Agreements" means all security documentation listed in Schedule 2.

"Polish Security" means the security established under or in connection with the Local Security Agreement listed under "Polish Law" in Schedule 2.

"Polish Release Documentation" means the Polish law governed release documentation as set out in Schedule 5.

"Polish Released Party" means the Party listed under "Poland" in Schedule 1.

"Pool Banks" means BKS, KSK and RBI.

"Released Assets" means all of the assets of each of the Released Parties over which security has been created pursuant to or under any of the Local Security Agreements.

"Romanian Security" means the securities established under or in connection with the Local Security Agreements listed under "Romanian Law" in Schedule 2.

"Romanian Release Documentation" means the Romanian law governed release documentation as set out in Schedule 6.

"Romanian Released Party" means the Party listed under "Romania" in Schedule 1.

"Slovak Security" means the securities established under or in connection with the Local Security Agreements listed under "Slovak Law" in Schedule 2.

"Slovak Released Documentation" means the Slovak law governed release documentation as set out in Schedule 7.

"Slovak Released Party" means the Party listed under "Slovakia" in Schedule 1.

"Suspensive Condition" (*Aufschiebende Bedingung*) means the events listed under 1.3.1 – 1.3.4.

1.3 Suspensive Condition

The Suspensive Condition means that:

- 1.3.1 the Released Parties repay all outstanding short-term credit lines (*Kurzfristige Kreditlinien*) of KSK, BKS and RBI as defined in Schedule 8, which shall be deemed to have occurred upon issuance of a pay-off letter by each Pool Bank.
- 1.3.2 the Released Parties repay their outstanding obligations to Raiffeisenlandesbank Oberösterreich Aktiengesellschaft as defined in Schedule 9, which shall be deemed to have occurred upon issuance of a pay-off letter by Raiffeisenlandesbank Oberösterreich Aktiengesellschaft.
- 1.3.3 the Guaranty Facility Agreement is terminated, which shall be deemed to have occurred upon the return of the letters of guarantee by the Pool Banks to Erste Bank until at latest 31 December 2014.
- 1.3.4 the Released Parties return the letters of guarantee under the guarantee facility agreements (*Haftungskreditverträge*) listed in Schedule 8 to BKS and KSK or provide evidence that the guarantees are secured by counter guarantees issued by a first rate Austrian financial institution.

2 Release and reassignment

Subject to the occurrence of the Suspensive Condition, the Security Holders irrevocably and unconditionally,

- 2.1.1 release (*geben frei*) all securities created under the Local Security Agreements;
- 2.1.2 reassign and retransfer (as applicable) to each Released Party all right, interest and title of the Security Holders in and to the Released Assets;
- 2.1.3 release each of the Released Parties from all present and future liabilities (both actual and contingent and including any liability under the Local Security Agreements);
- 2.1.4 relinquish any and all rights effectively granted to it by any Released Party under any power of attorney or proxy, or submission to enforcement, pursuant to or in connection with the Local Security Agreements and return any original document handed over in connection with a Local Security Agreement, such as, for example, power of attorneys or proxys.
- 2.1.5 authorize each Released Party to prepare and file (at that Released Party's cost and expense) all instruments of release as are neces-

sary to effectuate, or reflect on public record, the release and discharge of the security and liens created by the Local Security Agreements in all relevant jurisdictions, including without limitation all filings to be made with public authorities and registrars.

2.2 Subject to the occurrence of the Suspensive Condition, the Released Parties will, and the Security Holders acknowledge that the Released Parties will, take all necessary steps to effectuate (*umsetzen*) the release.

2.3 Release of the Austrian Security

To confirm the release of the Austrian Security,

2.3.1 Erste Bank undertakes to notify Hirsch Porozell GmbH as pledged company of the release of the pledges over the shares in Hirsch Porozell GmbH under the Hirsch Porozell GmbH Share Pledge, in form and substance corresponding to Schedule 3;

2.3.2 Erste Bank undertakes to notify Hirsch Maschinenbau GmbH as pledged company of the release of the pledges over the shares in Hirsch Maschinenbau GmbH under the Hirsch Maschinenbau GmbH Share Pledge, in form and substance corresponding to Schedule 3;

2.3.3 Erste Bank undertakes to notify Besitz- und Vermietungs GmbH as pledged company of the release of the pledges over the shares in Besitz- und Vermietungs GmbH under the Besitz- und Vermietungs GmbH Share Pledge, in form and substance corresponding to Schedule 3;

2.3.4 Hirsch Porozell Kft. undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Hirsch Porozell Kft. Receivables Pledge, in form and substance corresponding to Schedule 3;

2.3.5 Hirsch Porozell Kft. will, and KSK acknowledges that Hirsch Porozell Kft. will, delete any records in its books necessary to effectuate the release of the pledges under the Hirsch Porozell Kft. Receivables Pledge;

2.3.6 Hirsch Porozell Kft., as successor of Kurt Hirsch Kft., undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Kurt Hirsch Kft. Receivables Pledge, in form and substance corresponding to Schedule 3;

- 2.3.7 Hirsch Porozell Kft., as successor of Kurt Hirsch Kft., will, and KSK acknowledges that Hirsch Porozell Kft. will, delete any records in its books necessary to effectuate the release of the pledges under the Kurt Hirsch Kft. Receivables Pledge;
- 2.3.8 Hirsch Porozell s.r.l. undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Hirsch Porozell s.r.l. Receivables Pledge, in form and substance corresponding to Schedule 3;
- 2.3.9 KSK undertakes to take all necessary steps to de-register the pledge under the Hirsch Porozell s.r.l. Receivables Pledge with the Romanian Electronic Archive of Security Interest in Movable Property or with any other competent register or authority, and, to this end, will hold recourse to the PoA granted to Wolf Theiss si Asociatii SCA, Claudia Irina Chiper, Ramona-Maria Hromel and Nistor Tudor-Ioan, dated 28 January 2014, attached as schedule 3.
- 2.3.10 Hirsch Porozell s.r.l. will, and KSK acknowledges that Hirsch Porozell s.r.l. will, delete any records in its books necessary to effectuate the release of the pledges under the Hirsch Porozell s.r.l. Receivables Pledge;
- 2.3.11 Polyform s.r.o. undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Polyform s.r.o. Receivables Pledge, in form and substance corresponding to Schedule 3;
- 2.3.12 Polyform s.r.o. will, and KSK acknowledges that Polyform s.r.o will, delete any records in its books necessary to effectuate the release of the pledges under the Polyform s.r.o. Receivables Pledge;
- 2.3.13 Polyform s.r.o., as successor of Hirsch Porozell s.r.o., undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Hirsch Porozell s.r.o. Receivables Pledge, in form and substance corresponding to Schedule 3;

- 2.3.14 Polyform s.r.o., as successor of Hirsch Porozell s.r.o., will, and KSK acknowledges that Polyform s.r.o. will, delete any records in its books necessary to effectuate the release of the pledges under the Hirsch Porozell s.r.o. Receivables Pledge;
- 2.3.15 Hirsch Maschinenbau GmbH, as successor of Hirsch Maschinenbau GmbH & Co. KG, undertakes to notify each third party debtor (*Drittschuldner*) which has been notified of such pledges of the release of the pledges under the Hirsch Maschinenbau GmbH & Co. KG Receivables Pledge, in form and substance corresponding to schedule 3;
- 2.3.16 Hirsch Maschinenbau GmbH, as successor of Hirsch Maschinenbau GmbH & Co. KG, will and BKS acknowledges that Hirsch Maschinenbau GmbH will, delete any records in its books necessary to effectuate the release of the pledges under the Hirsch Maschinenbau GmbH & Co. KG Receivables Pledge;
- 2.3.17 Erste Bank hereby notifies Hirsch Servo AG, Hirsch Porozell GmbH, Besitz- und Vermietungs GmbH, Thermozell Entwicklungs- und Vertriebs GmbH, Hirsch Maschinenbau GmbH, GGB - Global Green Built GmbH, Polyform s.r.o. and Hirsch Porozell s.r.l. that the pledges over trademarks, patents and licenses under the IP Pledge have been released and authorizes the Security Grantors under the IP pledge to take all necessary steps to effectuate this release with public registers in all relevant jurisdictions;
- 2.3.18 Erste Bank hereby notifies Hirsch Servo AG, Besitz- und Vermietungs GmbH, Hirsch Maschinenbau GmbH, Hirsch Porozell GmbH and Thermozell Entwicklungs- und Vertriebs GmbH that the pledges under the Machinery Pledge Austria have been released and authorizes the Security Grantors under the Machinery Pledge Austria to take any measures necessary to effectuate this release, including, but not limited to, removing any signs attached to the pledged machines which indicate the pledges in favour of Erste Bank;
- 2.3.19 Erste Bank hereby notifies Hirsch Maschinenbau GmbH, Hirsch Porozell GmbH and Thermozell Entwicklungs- und Vertriebs GmbH that the pledges under the Inventory Pledge Austria have been released and undertakes to hand over any keys for the inventory stores handed over to Erste Bank; and

- 2.3.20 further, Erste Bank hereby authorizes the Security Grantors under the Inventory Pledge Austria to take any measures necessary to effectuate this release, including, but not limited to, removing any signs attached to the Inventory stores which indicate the pledges in favor of Erste Bank.

2.4 Release of the Hungarian Security

To confirm the release of the Hungarian Security,

- 2.4.1 Erste Bank shall within 20 (twenty) business days from the occurrence of the Suspensive Condition execute in the form as required by Hungarian law the consents of deletion of the Hirsch Porozell Kft. Movables Pledge and the Hirsch Porozell Kft. Floating Charge substantially in the form of Schedule 4 and arrange at its earliest convenience for the delivery of hard copies of such consents of deletion for the purpose of filing that document with the relevant registries in accordance with the applicable Hungarian laws;
- 2.4.2 KSK shall within 20 (twenty) business days from the occurrence of the Suspensive Condition execute in the form as required by Hungarian law the notification to each relevant Account Bank (as defined in the agreement on the Hirsch Porozell Kft. Account Pledge) on release of the Hirsch Porozell Kft. Account Pledge substantially in the form of Schedule 4 and arrange at its earliest convenience for the delivery of hard copies of such notifications to the relevant Account Banks;
- 2.4.3 KSK and Erste Bank shall, as soon as reasonably practicable following the occurrence of the Suspensive Condition, provide any notice or similar notification which may be requested and do all things, execute all documents and take whatever action as may be required or necessary in connection with the release and discharge of any Hungarian Security.

2.5 Release of the Polish Security

To confirm the release of the Polish Security,

- 2.5.1 Erste Bank shall execute the release letter, form of which constitutes schedule 5; identity of the signatories and their authorization to represent Erste Bank to be certified by a notary public;
- 2.5.2 Hirsch Porozell sp. z o.o. shall execute the power of attorney, form of which constitutes schedule 5; identity of the signatories and their authorization to represent Hirsch Porozell sp. z o.o. to be certified by a notary public.

2.6 Release of the Romanian Security

To confirm the release of the Romanian Security,

- 2.6.1 Erste Bank will provide Hirsch Porozell s.r.l. with a notarized power of attorney (issued as a *Notariatsakt*) in form and substance corresponding to Schedule 6, authorizing Hirsch Porozell s.r.l. to file a notice on its behalf with the Electronic Archive for the de-registration of the first ranking pledge over the equipment and machinery held by Hirsch Porozell s.r.l. created under the Hirsch Porozell s.r.l. Equipment and Machinery Pledge as defined in Schedule 2;
- 2.6.2 Erste Bank will provide Hirsch Porozell s.r.l. with a notarized power of attorney (issued as a *Notariatsakt*) in form and substance corresponding to Schedule 6, authorizing Hirsch Porozell s.r.l. to file a notice on its behalf with the Electronic Archive for the de-registration of the first ranking pledge over movables held by Hirsch Porozell s.r.l. created under Hirsch Porozell s.r.l. Inventory Pledge as defined in Schedule 2;
- 2.6.3 KSK will provide Hirsch Porozell s.r.l. with a notarized power of attorney (issued as a *Notariatsakt*) in form and substance corresponding to Schedule 6, authorizing Hirsch Porozell s.r.l. to file a notice on its behalf with the Electronic Archive for the de-registration of the first ranking pledge over money held in bank accounts by Hirsch Porozell s.r.l. created under the Hirsch Porozell s.r.l. Account Pledge as defined in Schedule 2 and, if so requested by Hirsch Porozell s.r.l., will notify Unicredit Tiriac Bank SA, as account bank, of the release of the pledge over money held in bank accounts and of the cancellation of any previous notifications from KSK to Unicredit Tiriac Bank SA, to the extent that such notifications were sent, in form and substance corresponding to Schedule 6.

2.7 Release of the Slovak Security

To confirm the release of the Slovak Security,

- 2.7.1 Erste Bank shall, within 20 (twenty) business days after the fulfillment of the Suspensive Condition duly execute a release confirmation, substantially in the form as set forth in Schedule 7 (A) hereto with respect to security established under the Polyform s.r.o. Movables Pledge, the Polyform s.r.o. Mortgage and the Polyform s.r.o. Share Pledge;
- 2.7.2 KSK shall, within fifteen 20 (twenty) business days after the fulfillment of the Suspensive Condition duly execute a release confir-

mation, substantially in the form as set forth in Schedule 7 (B) hereto with respect to security established under the Polyform s.r.o. Account Pledge;

- 2.7.3 The Security Holders and the relevant Security Grantors have agreed that the Security Grantors are obliged (as well as authorized) to ensure that the Slovak Security is deregistered from the respective Commercial Registry (*obchodný register*), cadastral registry (*kataster nehnuteľností*) and from the Notarial Central Registry of Pledges (*notársky centrálny register záložných práv*). The Security Holders shall provide the Security Grantors with necessary cooperation needed for due and timely deregistration of the Slovak Security. For the avoidance of doubt, it was agreed that the Security Holders are not obliged to ensure the deregistration of any of the Slovak Security.
- 2.7.4 The relevant Security Grantors shall inform the Security Holders without undue delay of the deregistration of the Slovak Security by sending copies of the relevant confirmations of the court, district office (cadastral department) and notary public to the relevant Security Holder.

3 Other securities

For the avoidance of doubt, the Parties to this Agreement confirm that all securities for facilities that are not being repaid shall remain unaffected by this Agreement (*werden durch diese Vereinbarung nicht berührt*).

4 Governing law, jurisdiction

- 4.1 Subject to Clauses 4.3.-4.6 below, this agreement and any non-contractual obligations arising out of or in connection with it are governed by Austrian law.
- 4.2 The Parties agree that the Commercial Court of Vienna shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).
- 4.3 Clause 2.4 (*Release of the Hungarian Security*) shall be governed by Hungarian law.
- 4.4 Clause 2.5 (*Release of the Polish Security*) shall be governed by Polish law.
- 4.5 Clause 2.6 (*Release of the Romanian Security*) shall be governed by Romanian law.
- 4.6 Clause 2.7 (*Release of the Slovak Security*) shall be governed by Slovak law.

5 Miscellaneous Provisions

- 5.1 No failure or delay on part of any of the Parties to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall any single or any partial exercise of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 5.2 In the event that any provision of this Agreement shall be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case the Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision which best serves the intention of the parties. This shall apply by analogy in the event of a gap of the Agreement.
- 5.3 All costs and fees, including legal fees but excluding any internal or administrative fees of the Security Holders, in connection with this Agreement and the release contemplated with this Agreement shall be borne by the Released Parties.
- 5.4 Any modification or amendment of this Agreement shall only be valid if made in writing.
- 5.5 The schedules appending to this agreement constitute an integral part of this agreement.

[SIGNATURE PAGES TO FOLLOW]

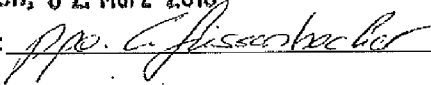
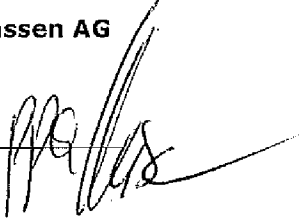
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Security Holders

Erste Bank der oesterreichischen Sparkassen AG

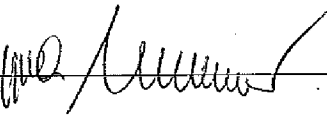

Wien, 02. März 2015

By:



Kärntner Sparkasse Aktiengesellschaft

By:



Mag. Georg Kleber **Sibylle Kuss**

BKS Bank AG

By:



OSERWALDER **Jellitsch**

SIGNATURE PAGE

Security Grantors (I)

Besitz- und Vermietungs GmbH

By: 

GGB-Global Green Built GmbH

By: 

Hirsch Maschinenbau GmbH

By: 

Hirsch Porozell GmbH

By: 

HIRSCH POROZELL Műanyagipari és-Kereskedelmi Korlátolt Felelősségű Társaság

By: 

HIRSCH POROZELL S.R.L.

By: 

Hirsch Porozell sp. z o.o.

By: 

Hirsch Servo AG

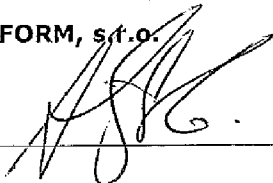
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SIGNATURE PAGE

Security Grantors (II)

POLYFORM, s.r.o.

By: _____



Thermozell Entwicklungs- und Vertriebs GmbH

By: _____



Schedule 1

Released Parties

Austria

Hirsch Servo AG, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Glanegg, Republic of Austria, and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 117300a;

Besitz- und Vermietungs GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, with its seat in Glanegg and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 116741d;

GBB - Global Green Built GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, with its seat in Glanegg and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 312182t;

Hirsch Maschinenbau GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, with its seat in Glanegg and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 97963p;

Hirsch Porozell GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, with its seat in Glanegg and the registered address at Glanegg 58, 9555

Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 117255i;

Thermozell Entwicklungs- und Vertriebs GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Republic of Austria, with its seat in Glanegg and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 117284b;

Hungary

HIRSCH POROŽELL Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság, a limited liability company (*Korlátolt Felelősségű Társaság*) under Hungarian law with its corporate seat in 9600 Sárvár, Ikervári u. 42., registered with the Hungarian trade register under the registration number Cg. 18-09-103428 ("**Hirsch Porozell Kft.**")

Poland

Hirsch Porozell sp. z o.o., a limited liability company incorporated under the laws of Poland with its registered office in Wrocław, at ul. Kielczowska 54, 51-317 Wrocław, Poland, registered with the Companies Register (*rejestr przedsiębiorców*) of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under KRS number 0000159691, having a capital amounting to PLN 50,000, having REGON number 932904993 ("**Hirsch Porozell sp. z o.o.**")

Romania

HIRSCH POROŽELL S.R.L., a limited liability company (*societate cu răspundere limitată*) under Romanian law with its corporate seat in Rascruci Village, Bontida Commune, Cluj County, registered with the Romanian trade register under the registration number J12/4272/2005, having the sole identification number 18198580 ("**Hirsch Porozell s.r.l.**")

Slovakia

POLYFORM, s.r.o., a limited liability company (*spoločnosť s ručením obmedzeným*) under Slovak law with its corporate seat in Terézie Vansovej 10, 065 03 Podolíneč, Slovak Republic, ID No. 31 679 137, regis-

tered with the Commercial Register of the District Court
Prešov, Section Sro, Insert No. 1322/P ("**Polyform**
s.r.o.")

Schedule 2

Local Security Agreements

Name of Security Grantor

Austrian Law

Besitz- und Vermietungs
GmbH

A first ranking share pledge agreement relating to the shares in Hirsch Porozell GmbH held by Besitz- und Vermietungs GmbH, dated on or about 27 September 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**Hirsch Porozell GmbH Share Pledge**", a Pool Security);

A first ranking share pledge agreement relating to the shares in Hirsch Maschinenbau GmbH held by Besitz- und Vermietungs GmbH, dated on or about 27 September 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**Hirsch Maschinenbau GmbH Share Pledge**", a Pool Security);

Hirsch Servo AG

A first ranking share pledge agreement relating to the shares in Besitz- und Vermietungs GmbH held by Hirsch Servo AG, dated on or about 27 September 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**Besitz- und Vermietungs GmbH Share Pledge**", a Pool Security);

(i) Hirsch Servo AG, (ii) Besitz- und Vermietungs GmbH, (iii) Hirsch Maschinenbau GmbH, (iv) Hirsch Porozell GmbH, (v) Thermozeil Entwicklungs- und Vertriebs GmbH;

An agreement for ownership by way of security relating to movables (*Maschinen*) held by Hirsch Servo AG, Besitz- und Vermietungs GmbH, Hirsch Maschinenbau GmbH, Hirsch Porozell GmbH and Thermozeil Entwicklungs- und Vertriebs GmbH, dated on or about 29 November 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**Machinery Pledge Austria**", a Pool Security);

(i) Hirsch Maschinenbau GmbH, (ii) Hirsch Porozell GmbH, (iii) Thermozeil Entwicklungs- und Vertriebs GmbH

An agreement for ownership by way of security relating to movables (*Waren*) held by Hirsch Maschinenbau GmbH, Hirsch Porozell GmbH and Thermozeil Entwicklungs- und Vertriebs GmbH, dated on or about 29 November 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**Inventory**");

Pledge Austria", a Pool Security);

(i) Hirsch Servo AG, (ii) Hirsch Porozell GmbH, (iii) Besitz- und Vermietungs GmbH, (iv) Thermozeil Entwicklungs- und Vertriebs GmbH, (v) Hirsch Maschinenbau GmbH, (vi) GGB - Global Green Bullt GmbH, (vii) Polyform s.r.o., (viii) Hirsch Porozell s.r.l.

An IP rights pledge agreement relating to IP rights held by Hirsch Servo AG, Hirsch Porozell GmbH, Besitz- und Vermietungs GmbH, Thermozeil Entwicklungs- und Vertriebs GmbH, Hirsch Maschinenbau GmbH, GGB - Global Green Bullt GmbH, Polyform s.r.o. and Hirsch Porozell s.r.l., dated on or about 29 November 2010, for the benefit of Erste Bank to secure the Secured Obligations (*Gesicherte Forderungen*) as defined therein (the "**IP Pledge**", a Pool Security);

Hirsch Porozell Kft.

A receivables pledge agreement dated on or about 8 July 2005, under which Hirsch Porozell Kft. pledged certain receivables for the benefit of KSK to secure the Secured Obligations (*besicherte Finanzierungen*) as defined therein (the "**Hirsch Porozell Kft. Receivables Pledge**", a KSK Security);

Kurt Hirsch Kft.

A receivables pledge agreement dated on or about 8 July 2005, under which Kurt Hirsch Kft. pledged certain receivables for the benefit of KSK to secure the Secured Obligations (*besicherte Finanzierungen*) as defined therein (the "**Kurt Hirsch Kft. Receivables Pledge**", a KSK Security);

Hirsch Porozell s.r.l.

A receivables pledge agreement dated on or about 12 January 2007, under which Hirsch Porozell s.r.l. pledged certain receivables for the benefit of KSK to secure the Secured Obligations (*besicherte Finanzierungen*) as defined therein (the "**Hirsch Porozell s.r.l. Receivables Pledge**", a KSK Security);

Polyform s.r.o.

A receivables pledge agreement dated on or about 12 June 2006, under which Polyform s.r.o. pledged certain receivables for the benefit of KSK to secure the Secured Obligations (*besicherte Finanzierungen*) as defined therein (the "**Polyform s.r.o. Receivables Pledge**", a KSK Security);

Hirsch Porozell s.r.o.

A receivables pledge agreement dated on or about 17 July 2006, under which Hirsch Porozell s.r.o. pledged certain receivables for the benefit of KSK to secure the Secured Obligations (*besicherte Finanzierungen*) as defined therein (the "**Hirsch Porozell s.r.o. Receivables Pledge**", a KSK Security);

Hirsch Maschinenbau GmbH & Co. KG

A receivables pledge agreement under which Hirsch Maschinenbau GmbH & Co. KG pledged certain receivables for

the benefit of BKS to secure the secured Obligations as defined therein (the "**Hirsch Maschinenbau GmbH & Co. KG Receivables Pledge**", a BKS Security)

Romanian Law

Hirsch Porozell s.r.l

A first ranking equipment and machinery pledge agreement relating to movables held by Hirsch Porozell s.r.l., dated on or about 26 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Hirsch Porozell s.r.l. Equipment and Machinery Pledge**", a Pool Security);

A first ranking inventory pledge agreement relating to movables held by Hirsch Porozell s.r.l., dated on or about 26 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Hirsch Porozell s.r.l. Inventory Pledge**", a Pool Security);

An agreement for the creation of a security interest over money held in bank accounts, dated on or about 21 September 2011, relating to certain bank accounts of Hirsch Porozell s.r.l. to secure the Secured Liabilities (as defined therein) for the benefit of KSK (the "**Hirsch Porozell s.r.l. Account Pledge**", a KSK Security)

Polish Law

Hirsch Porozell sp. z o.o.

A first ranking assets pledge agreement relating to movables held by Hirsch Porozell sp. z o.o., dated on or about 26 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Hirsch Porozell sp. z o.o. Assets Pledge**", a Pool Security);

Hungarian Law

Hirsch Porozell Kft.

A first ranking movables pledge agreement relating to movables held by Hirsch Porozell Kft., dated on or about 29 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Hirsch Porozell Kft. Movables Pledge**", a Pool Security);

A first ranking floating charge agreement relating to movables held by Hirsch Porozell Kft., dated on or about 29 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Hirsch Porozell Kft. Float-**

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ing Charge", a Pool Security);

An account pledge agreement originally dated on or about 7 September 2011, as amended by an amendment agreement dated on or about 19 December 2011, under which Hirsch Porozell Kft. pledged certain of its bank accounts to secure the Secured Liabilities (as defined therein) for the benefit of KSK (the "**Hirsch Porozell Kft. Account Pledge**", a KSK Security)

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Slovak Law

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Polyform s.r.o.

A first ranking movables pledge agreement relating to movables held by Polyform s.r.o, dated 30 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Polyform s.r.o. Movables Pledge**", a Pool Security);

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A mortgage agreement relating to properties held by Polyform s.r.o, dated 30 November 2010, for the benefit of Erste Bank to secure the Secured Claims as defined therein (the "**Polyform s.r.o. Mortgage**", a Pool Security);

An agreement for the creation of a security interest over money held in bank accounts, dated 12 September 2011, relating to certain bank accounts of Polyform s.r.o. to secure the Secured Liabilities as defined therein for the benefit of KSK (the "**Polyform s.r.o. Account Pledge**", a KSK Security);

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Hirsch Porozell GmbH

A first ranking share pledge agreement relating to the shares in Polyform s.r.o. held by Hirsch Porozell GmbH, dated on or about 15 October 2012, for the benefit of Erste Bank to secure the Secured Claims (*Gesicherte Forderungen*) as defined therein (the "**Polyform s.r.o. Share Pledge**" a Pool Security).

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Schedule 3- Hirsch Porozell GmbH Share Pledge

[Letterhead of Erste Bank der oesterreichischen Sparkassen AG]

To: Hirsch Porozell GmbH

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

The shares in Hirsch Porozell GmbH have been pledged to us under a share pledge agreement between us and Besitz- und Vermietungs GmbH.

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *Inter alios*, Besitz- und Vermietungs GmbH and us.

We therefore ask you to take notice of this release of pledge.

Kind regards,

Erste Bank der oesterreichischen Sparkassen AG

Schedule 3- Hirsch Maschinenbau GmbH Share Pledge

[Letterhead of Erste Bank der oesterreichischen Sparkassen AG]

To: Hirsch Maschinenbau GmbH

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

The shares in Hirsch Maschinenbau GmbH have been pledged to us under a share pledge agreement between us and Besitz- und Vermietungs GmbH.

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Besitz- und Vermietungs GmbH and us.

We therefore ask you to take notice of this release of pledge.

Kind regards,

Erste Bank der oesterreichischen Sparkassen AG

Schedule 3- Besitz- und Vermietungs GmbH Share Pledge

[Letterhead of Erste Bank der oesterreichischen Sparkassen AG]

To: Besitz- und Vermietungs GmbH

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

The shares in Besitz- und Vermietungs GmbH have been pledged to us under a share pledge agreement between us and Hirsch Servo AG.

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Hirsch Servo AG and us.

We therefore ask you to take notice of this release of pledge.

Kind regards,

Erste Bank der oesterreichischen Sparkassen AG

Schedule 3- Hirsch Porozell Kft. Receivables Pledge

[Letterhead of Hirsch Porozell Kft.]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], we notified you that Hirsch Porozell Kft. granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of Kärntner Sparkasse Aktiengesellschaft under a receivables pledge agreement.

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Kärntner Sparkasse Aktiengesellschaft and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Hirsch Porozell Kft.

Schedule 3- Kurt Hirsch Kft. Receivables Pledge

[Letterhead of Hirsch Porozell Kft.]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], [Kurt Hirsch Kft.] [we] notified you that Kurt Hirsch Kft. granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of Kärntner Sparkasse Aktiengesellschaft under a receivables pledge agreement.

We, Hirsch Porozell Kft. as successor of Kurt Hirsch Kft., hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Kärntner Sparkasse Aktiengesellschaft and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Hirsch Porozell Kft.

Schedule 3- Hirsch Porozell s.r.l. Receivables Pledge

[Letterhead of Hirsch Porozell s.r.l.]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], we notified you that Hirsch Porozell s.r.l. granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of Kärntner Sparkasse Aktiengesellschaft under a receivables pledge agreement:

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Kärntner Sparkasse Aktiengesellschaft and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Hirsch Porozell s.r.l.

Schedule 3 – Hirsch Porozell s.r.l. Receivables Pledge

Power of Attorney dated 28 January 2014

Romania

POWER OF ATTORNEY

PROCURĂ

THE UNDERSIGNED, Kärntner Sparkasse AG, a bank incorporated in Austria having a seat and registered office at Neuer Platz 14, 9020 Klagenfurt am Wörthersee registration number FN 94938 S (hereinafter referred to as "KS") duly represented by:

SUBSCRISA, Kärntner Sparkasse AG, o bancă înregistrată în Austria, având sediul social în Neuer Platz 14, 9020 Klagenfurt am Wörthersee, înregistrată cu nr. FN 94938 S (denumită în continuare "KS"), legal reprezentată de:

Mr. Mag. Georg Michael Kleber, Austrian citizen, born on 7 March 1956 in Klagenfurt, holder of ID card no. 10118451 issued by Bezirkshauptmannschaft Klagenfurt, on 1 June 2004, in his capacity as authorised officer; and

DI. Georg Michael Kleber, cetățean austriac, născut la data de 7 martie 1956 în Klagenfurt, identificat cu cartea de identitate nr. 10118451 eliberată de Administrația Regiunii Klagenfurt, în data de 1 iunie 2004, în calitate de reprezentant autorizat, și

Mr. Mag. Odo Smole, Austrian citizen, born on 25 October 1966 in Klagenfurt, holder of passport no. P4077616 issued by BGM of Klagenfurt, on 21 January 2010, in his capacity as authorised officer.

DI. Odo Smole, cetățean austriac, născut la data de 25 octombrie 1966 în Klagenfurt, identificat cu pașaport nr. P4077616 eliberat de BGM din Klagenfurt, în data de 21 ianuarie 2010, în calitate de reprezentant autorizat.

HEREBY authorizes, empowers and instructs (the "Power of Attorney").

Prin prezenta, autorizează, împuternicește și dispune ("Procura") ca,

Wolf Theiss și Asociații SCA, Romanian law firm, registered with the Bucharest Bar under decision no. 3228/2/07.12.2005, fiscal code no. R18206020, with its headquarters in Bucharest, at Bucharest Corporate Center, 68-69 Gheorghe Polizu St., floor 13, District 1, RO-011062 (the "Attorney"), acting through the following persons, individually or jointly:

Wolf Theiss și Asociații SCA, o societate civilă de avocatură din România, înregistrată la Baroul București în baza deciziei nr. 3228/2/07.12.2005, cod fiscal nr. R18206020, având sediul social în București, Bucharest Corporate Center, Str. Gheorghe Polizu nr. 68-69, etaj 13, Sector 1, RO-011062 ("Mandatarul"), acționând prin următoarele persoane, individual sau colectiv:

Ms. Claudia Irina Chipar, Romanian citizen, born on 18 May 1981, domiciled in Bucharest, 288 Calea Moșilor, bl. 32, entrance 3, 6th floor, app. 94, district 2, Romania, holder of ID card series RO no. 672271, issued by SPCEP S2, Ofița no. 3 on 5 October 2010, personal identification code 2810518180087; and

Dna. Claudia Irina Chipar, cetățean român, născută la 18 mai 1981, domiciliată în București, Calea Moșilor nr. 288, bl. 32, scara 3, etaj 6, apartament 94, sector 2, România, identificată cu CI seria RO nr. 672271, eliberată de SPCEP S2, biroul nr. 3 la data de 5 octombrie 2010, CNP 2810518180087; și

Ms. Ramona-Maria Hromel, Romanian citizen, born on 26 August 1979, domiciled in Bucharest, 8A Zorelelor Street, bl. 8A, entrance 1, 9th floor, app. 66, district 6, Romania, holder of ID card series RR no. 405770, issued by SPCEP S6, Office no. 2 on 3 August 2006, personal identification code 2790825131266; and

Dna. Hromel Ramona, cetățean român, născută la 26 august 1979, domiciliată în București, Str. Zorelelor nr. 8A, bl. 8A, scara 1, etaj 9, apartament 66, sector 6, România, identificată cu CI seria RR nr. 405770, eliberată de SPCEP S6, biroul nr. 2 la data de 3 August 2006, CNP 2790825131266; și

Mr. Nistor Tudor-Ioan, Romanian citizen, born on 26 February 1986, domiciled in Republicii Street, building A, entrance B, app. 21, Comănești, Bacău county, Romania, holder of ID card series XC no. 993761 issued by SPCEP Comănești on 06 January 2014, personal identification code 1860226044685.

DI. Nistor Tudor-Ioan, cetățean român, născut la 26 februarie 1986, domiciliat în Str. Republicii, bloc A, Sc. B, Et. 1, apartament 21, Comănești, județul Bacău, România, identificat cu CI seria XC nr. 993761, emisă de către SPCEP Comănești, la data de 06 ianuarie 2014, cod numeric personal 1860226044695.

in connection with the Receivables Security Assignment Agreement dated 10 and 12 January 2007 (the "Receivables Security Assignment Agreement") concluded between Hirsch Porozell SRL a Romanian limited liability company registered and existing under the laws of Romania, with its registered office at Cluj Napoca, Râșnovul vilage, Bonțida commune, no. 388A, Cluj County, registered with the Trade Registry under number J12/4272/2006, having the sole registration code (CUI) 18198580 as pledgor (the "Pledgor") and KS, as pledgee (the "Pledgee") through which the Pledgor has created in favour of the Pledgee a security interest over any and all its present and future receivables, rights, title, benefits, income, interest and any type of guarantees in connection with certain agreements concluded by the Pledgor with third parties (in accordance with the terms and conditions of the Receivables Security Assignment Agreement).

În legătură cu Contractul de Ceslune Creanțe ("Contractul de Ceslune Creanțe") din data de 10 și 12 ianuarie 2007, încheiat între Hirsch Porozell SRL, o societate română cu răspundere limitată înregistrată și funcționând conform legislației române, având sediul social sat Râșnovul, comuna Bonțida, nr. 388A, Cluj Napoca, județul Cluj, România, înregistrată în Registrul Comerțului sub numărul J12/4272/2006, având cod unic de înregistrare (CUI) 18198580, în calitate de debitor garant ("Debitorul Garant") și KS, în calitate de creditor garantat ("Creditorul Garantat"), prin care Debitorul Garant a creat în favoarea Creditorului Garantat o garanție reală asupra oricăror și tuturor creanțelor sale prezente și viitoare, împreună cu oricare și toate drepturile prezente și viitoare, titluri, beneficii, venituri, dobânzi și garanții în baza sau în legătură cu anumite contracte încheiate de către Debitorul Garant cu terțe părți (în conformitate cu termenii și condițiile Contractului de Ceslune Creanțe).

1. to undertake all actions necessary in connection with the registration of the security interest created under the Receivables Security Assignment Agreement with the Romanian Electronic Archive of Security Interest in Movable Property and the compliance of any other formalities required or recommended by Romanian law or required by the Pledgee in relation thereto; and

1. să întreprindă toate acțiunile necesare în legătură cu înregistrarea garanției constituite în temeiul Contractului de Cesiune Creanțe, în Arhiva Electronică de Garanții Reale Mobilare din România și să îndeplinească orice alte formalități obligatorii sau recomandabile potrivit legii române, sau solicitate de Creditorul Garanției în legătură cu acestea; și

2. to undertake all actions in connection with the registration and/or amendment of any addenda or amendments of the Receivables Security Assignment Agreement with the Romanian Electronic Archive of Security Interest in Movable Property or with any other competent register or authority; and

2. să întreprindă toate acțiunile în legătură cu înregistrarea și/sau modificarea oricăror acte adiționale sau amendamente ale Contractului de Cesiune Creanțe în Arhiva Electronică de Garanții Reale Mobilare în orice alt registru sau la orice altă autoritate competentă; și

3. to undertake all actions in connection with any amendment, extension and/or de-registration of any registrations related to the rights created under the Receivables Security Assignment Agreement with the Romanian Electronic Archive of Security Interest in Movable Property or with any other competent register or authority.

3. să întreprindă toate acțiunile în legătură cu orice modificarea, suplimentarea și/sau radierea oricăror înregistrări în legătură cu drepturile create în baza Contractului de Cesiune Creanțe în/din Arhiva Electronică de Garanții Reale Mobilare în orice alt registru sau la orice altă autoritate competentă.

The Attorney may appoint, remove or substitute any person in respect of all or any of the powers and matters herein;

Mandatarul poate să numească, să destituie sau să substituie orice persoană cu privire la toate și oricare dintre puterile și aspectele menționate mai sus.

This Power of Attorney is governed by Austrian law;

Prezenta Procură este guvernată de legislația austriacă;

KS hereby waives any claims against the Attorney for any loss whatsoever that it may incur in or in connection with the completion of the mandate granted hereby.

Prin prezenta Procură, KS renunță la orice acțiuni împotriva Mandatarului pentru pierderi de orice natură pe care le poate suferi în cursul sau în legătură cu executarea mandatului conferit prin aceasta.

In case of any discrepancy between the English and the Romanian version, the English version of this Power of Attorney shall prevail.

În cazul în care există neconcordanțe între versiunea engleză și cea în limba română, va prevala versiunea în limba engleză a prezentei Procuri.

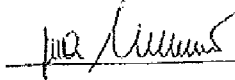
In witness whereof, this Power of Attorney has been executed this day 28 January 2014.

Drept pentru care, prezenta Procură a fost încheiată astăzi, 28 ianuarie 2014.

Klagenfurt am WS, am 28. Jan. 2014

Kärntner Sparkasse AG

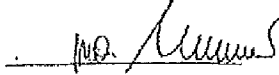
BY: Mag. Georg Michael Kleber



Title: Authorised officer

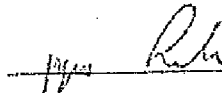
Kärntner Sparkasse AG

Prin: Mag. Georg Michael Kleber



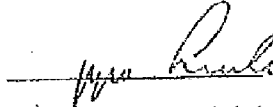
Funcția: Reprezentant autorizat

By: Mag. Odo Smole



Title: Authorised officer

Prin: Mag. Odo Smole



Funcția: Reprezentant autorizat

Gebühr in Höhe von € 14,30
gem. § 14 TP 13 GebG idF BGBl. II
1912/11 entrichtet.
Öff. Notar Mag. Werner STEIN
Klagenfurt

B.R.Zl.: 314/14

I, Magister Werner Stein, Civil Law Notary, do hereby certify that the Power of Attorney hereunto annexed was signed for and on behalf of the Company styled Kärntner Sparkasse Aktiengesellschaft of Klagenfurt, Austria, by Georg Kleber and Odo Smole, both as authorised representatives („Gesamtprokuristen“) of the said Company and that the signatures acknowledged at the foot of the said document are of the own, true, proper and respective handwriting of the said Georg Kleber and Odo Smole. -----

I furthermore certify in accordance with Article 89 a (eight nine a) Notaries Act that, upon today's consultation of the Companies' Register, Georg Kleber and Odo Smole, both authorised representatives are entitled to jointly represent Kärntner Sparkasse Aktiengesellschaft, a company registered in the Companies' Register kept by the Provincial Court of Klagenfurt under number FN 94938 s. -----

Klagenfurt am Wörthersee, this 28th January 2014 (twenty-eight of January Two thousand and fourteen) -----



Mag. Christoph WAGNER
Notarsubstitut des öffentlichen Notars
Mag. Werner STEIN
Herrengasse 14II
5020 Klagenfurt am Wörthersee



Schedule 3- Polyform s.r.o. Receivables Pledge

[Letterhead of Polyform s.r.o.]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], we notified you that Polyform s.r.o. granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of Kärntner Sparkasse Aktiengesellschaft under a receivables pledge agreement.

We hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Kärntner Sparkasse Aktiengesellschaft and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Polyform s.r.o.

Schedule 3- Hirsch Porozell s.r.o. Receivables Pledge

[Letterhead of Polyform s.r.o.]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], [Hirsch Porozell s.r.o.] [we] notified you that Hirsch Porozell s.r.o. granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of Kärntner Sparkasse Aktiengesellschaft under a receivables pledge agreement.

We, Polyform s.r.o. as successor of Hirsch Porozell s.r.o., hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Kärntner Sparkasse Aktiengesellschaft and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Polyform s.r.o.

Schedule 3- Hirsch Maschinenbau GmbH & Co. KG Receivables Pledge

[Letterhead of Hirsch Maschinenbau GmbH]

To: [Third Party Debtor]

Date: [Date]

Notification of Release of Pledge (Mitteilung über die Pfandfreilassung)

Ladies and Gentlemen,

By letter dated [date of notification letter], [Hirsch Maschinenbau GmbH & Co. KG] [we] notified you that Hirsch Maschinenbau GmbH & Co. KG granted a pledge over all of its rights, title and interest in and to all present and future claims against you for the benefit of BKS Bank AG under a receivables pledge agreement.

We, Hirsch Maschinenbau GmbH as successor of Hirsch Maschinenbau GmbH & Co. KG, hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, BKS Bank AG and us.

We therefore ask you to take notice of this release of pledge and to delete any recordings in your books and accounts of such pledge.

Kind regards,

Hirsch Maschinenbau GmbH

2

3

Schedule 4 - Hirsch Porozell Kft. Movables Pledge and Hirsch Porozell Kft. Floating Charge

Form of consent of deletion

[Letterhead of Erste Bank der oesterreichischen Sparkassen AG]

Törlési engedély

Consent to deletion

- 1 **Erste Bank der oesterreichischen Sparkassen AG** (székhely: Graben 21, 1010 Vienna, Ausztria; cégjegyzékszám: FN 286283f; a "**Bank**"), mint jelzálogjogosult
- Erste Bank der oesterreichischen Sparkassen AG**, (registered seat: Graben 21, 1010 Vienna, Republic of Austria; registration No: FN 286283f; the "**Bank**"), as chargee

valamint

and

HIRSCH POROZELL Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság (székhelye: 9600 Sárvár, Ikervári u. 42., Magyarország; cégjegyzékszám: Cg. 18-09-103428; a továbbiakban a "**Hirsch**"), mint jelzálogkötelezett

HIRSCH POROZELL Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság (registered seat: 9600 Sárvár, Ikervári u. 42., Hungary; registration No: Cg. 18-09-103428; "**Hirsch**"), as chargor

2010. november 29. napján megkötött szerződésekkel (közjegyzői okirat száma: 11063/Ü/1661/2010/2) első ranghelyű vagyont terhelő zálogjogot és ingó jelzálogjogot (a "**Terhek**") alapítottak a Bank javára a Hirsch bizonyos eszközein.

by virtue of agreements dated 29 November 2010 (notarial deed No: 11063/Ü/1661/2010/2) have created a first ranking floating charge and fixed charge, (the "**Encumbrances**") in favour of the Bank over certain assets of Hirsch.

- 2 A Bank ezúton kifejezetten, feltétlenül és visszavonhatatlanul

The Bank hereby expressly, unconditionally and irrevocably

hozzájárul

consents

ahhoz, hogy a Terhek az illetékes közjegyző által törlésre kerüljenek a zálogjogi nyilvántartásból.

to the deletion of the Encumbrances by the competent notary from the registry of charges.

- 3 A Bank ezúton meghatalmazza a Schönherr Hetényi Ügyvédi Iroda (1024 Budapest, Buday László utca 12.), hogy a Terhek törlésével kapcsolatban az

The Bank hereby authorises Schönherr Hetényi Ügyvédi Iroda (1024 Budapest, Buday László utca 12.), to act before the competent notary, all competent

illetékes közjegyző, valamint minden illetékes hatóság, bíróság előtt, továbbá harmadik személyekkel szemben teljes jogkörrel képviselje.

authority, court and third parties with full power and authority on behalf of the Bank in connection with the deletion of the Encumbrances.

- 4 Jelen törlési engedély magyar és angol nyelven készült, a két szöveg esetleges eltérése, illetve értelmezési kérdések esetén a magyar nyelvű változat az alkalmazandó

This consent to deletion has been prepared in the English and Hungarian languages. In case of any discrepancies between the two versions and in case of difficulties in the interpretation thereof, the Hungarian version shall apply.

Erste Bank der oesterreichischen Sparkassen AG
Jelzálogjogosult / Chargee

[SIGNATURE TO BE CERTIFIED BY NOTARY]

**Schedule 4 - Hirsch Porozell Kft. Account Pledge
Form of Notice of Release of Account Pledge**

**Schedule 4 - Hirsch Porozell Kft. Account Pledge
Form of Notice of Release of Account Pledge**

[Letterhead of Kärntner Sparkasse Aktiengesellschaft]

To: Raiffeisen Bank Zrt.
Address: H-1054 Budapest, Akadémia u. 6, Hungary
Fax: +36-1-484-4444

Dear Sir/Madam,

Re: Notice of Release of Account Pledge

We hereby give you notice that with effect from [•], Hirsch Porozell Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság has been released from the pledge (zálogjog jogon és követelésen) over the following bank accounts (the "Released Accounts"):

Credit Institution	Account Number	SWIFT
Raiffeisen Bank Zrt.	IBAN HU 85 1209 6004 0013 1642 0010 0006	UBRTHUHB
Raiffeisen Bank Zrt.	IBAN HU 56 1209 6004 0013 1642 0090 0002	UBRTHUHB

You are hereby instructed not to accept any instructions or execute any orders from KÄRNTNER SPARKASSE AG in relation to the Released Accounts (or any of them).

We kindly ask you to acknowledge the receipt of this notice by signing below and returning it to us and KÄRNTNER SPARKASSE AG at the following addresses:

FOR THE PLEDGEE (KÄRNTNER SPARKASSE AG):

Address: Neuer-Platz 14, 9020 Klagenfur
Attn: Kärntner Sparkasse Aktiengesellschaft
Fax: 0043 (0) 50 100 - 930445

RELEASE LETTER

**OŚWIADCZENIE O ZWOLNIENIU
ZABEZPIECZEŃ**

**FOR THE PLEDGOR (Hirsch Porozell Műanyagipari és Kereskedelmi Korlátolt
Felelősségű Társaság):**

Address:

Attn:

Fax:

Yours truly,

**Kärntner
Sparkasse
Aktiengesellschaft**

By: _____

Name:

Position:

We, hereby confirm the receipt of the above Notice of Release of Account Pledge.

Dated:

By: _____

Name:

Title:

For and on behalf of Raiffeisen Bank Zrt.

Schedule 4 - Hirsch Porozell Kft. Account Pledge
Form of Notice of Release of Account Pledge

[Letterhead of Kärntner Sparkasse Aktiengesellschaft]

To: UniCredit Bank Zrt.
Address: H-1054 Budapest, Szabadság, Hungary
Fax: +36-1-353-4959

Dear Sir/Madam,

Re: Notice of Release of Account Pledge

We hereby give you notice that with effect from [•], Hirsch Porozell Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság has been released from the pledge (zálogjog jogon és követelésen) over the following bank accounts (the "Released Accounts"):

Credit Institution	Account Number	SWIFT
UniCredit Bank Zrt.	IBAN HU 65 1099 0005 0000 0003 2187 0032	BACXHUHB
UniCredit Bank Zrt.	IBAN HU 03 1091 8001 0000 0003 2187 0001	BACXHUHB
UniCredit Bank Zrt.	IBAN HU 80 1091 8001 0000 0003 2187 0070	BACXHUHB
UniCredit Bank Zrt.	IBAN HU 35 1091 8001 0000 0003 2187 0104	BACXHUHB

You are hereby instructed not to accept any instructions or execute any orders from KÄRNTNER SPARKASSE AG in relation to the Released Accounts (or any of them).

We kindly ask you to acknowledge the receipt of this notice by signing below and returning it to us and KÄRNTNER SPARKASSE AG at the following addresses:

FOR THE PLEDGEE (KÄRNTNER SPARKASSE AG):

Address: Neuer Platz 14, 9020 Klagenfur
Attn: Kärntner Sparkasse Aktiengesellschaft
Fax: 0043 (0) 50 100 - 930445

FOR THE PLEDGOR (Hirsch Porozell Műanyagipari és Kereskedelmi Korlátolt Felelősségű Társaság):

Address:
Attn:
Fax:

Yours truly,

**Kärntner
Sparkasse
Aktiengesellschaft**

By: _____

Name:

Position:

We, hereby confirm the receipt of the above Notice of Release of Account Pledge.

Dated:

By: _____

Name:

Title:

For and behalf of UniCredit Zrt.

www.schoenherr.eu

www.schoenherr.eu

**Schedule 5 - Hirsch Porozell sp.z
o.o. Assets Pledge - Release Letter**

From:

ERSTE BANK DER OESTERREICHISCHEN SPARKASSEN AG, with its registered office in Vienna at Graben 21, A 1010 Vienna, Austria, registered with the companies' register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under no. FN 286283f (the **Pledgee**)

Od:

ERSTE BANK DER OESTERREICHISCHEN SPARKASSEN AG, z siedzibą w Wiedniu przy Graben 21, A 1010 Wiedeń, Austria, wpisanym do Rejestru Spółek (*Firmenbuch*) Sądu Handlowego w Wiedniu (*Handelsgericht Wien*) pod nr FN 286283f (**Zastawnik**)

To:

HIRSCH POROZELL SP. Z O.O., with its registered office in Wrocław at ul. Kielczowska 54, 51-317 Wrocław, Poland, registered with the Companies Register (*rejestr przedsiębiorców*) of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division, under KRS no. 0000159691, having REGON no. 932904993 (the **Company**)

Do:

HIRSCH POROZELL SP. Z O.O., z siedzibą we Wrocławiu przy ul. Kielczowskiej 54, 51-317 Wrocław, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, VI Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000159691, posiadającą nr REGON 932904993 (**Spółka**)

We hereby confirm that the security interest have been established as collateral for repayment of claims due to us, in the form of a registered pledge up to the maximum security amount of EUR 53,079,000 over the movables and rights of the Company, which constitute an organizational entirety of variable composition, established under the agreement for a registered pledge dated 26 November 2010, between the Company as pledgor and the Pledgee as pledgee, registered in the pledge register under to no. **2239347** (the **Registered Pledge**).

Niniejszym potwierdzamy, że w celu zabezpieczenia spłaty wierzytelności nam przysługujących, ustanowione zostało zabezpieczenie w postaci zastawu rejestrowego do najwyższej kwoty zabezpieczenia wynoszącej 53.079.000 EUR ustanowionego na rzeczach ruchomych i prawach Spółki, które stanowią organizacyjną całość o zmiennym składzie, na podstawie umowy zastawu rejestrowego z 26 listopada 2010 r. pomiędzy Spółką jako zastawcą oraz Zastawnikiem jako zastawnikiem, wpisanego do rejestru zastawów pod nr **2239347** (**Zastaw Rejestrowy**).

The Pledgee hereby releases and consents for de-registration of the Registered Pledge from relevant registers.

Zastawnik niniejszym zwalnia Zastaw Rejestrowy i wyraża zgodę na wykreślenie go z właściwych rejestrów.

This Release Letter shall be governed by Polish law.

Niniejsze oświadczenie o zwolnieniu zabezpieczeń podlega prawu polskiemu.

The Parties agree that the Polish language version prevails for the purposes of interpretation of this Release Letter.

Strony postanawiają, że podstawą wykładni niniejszego Oświadczenia będzie jego wersja polska.

On behalf of / W imieniu
ERSTE BANK DER OESTERREICHISCHEN SPARKASSEN AG

[Identity of the signatories and their authorization to represent the Pledgee to be certified by a notary public]

**Schedule 5 – Hirsch Porozell sp. z o.o.
Assets Pledge - Power of Attorney**

POWER OF ATTORNEY

PEŁNOMOCNICTWO

We, the undersigned
entitled to represent the company

My, niżej podpisani
uprawnieni do reprezentacji spółki

Hirsch Porozell Sp. z o.o.

having its registered office in Wrocław
at 54 Kleńczowska Street
51-317 Wrocław
KRS no. 0000159691 Poland

z siedzibą we Wrocławiu
przy ul. Kleńczowskiej 54
51-317 Wrocław,
KRS nr 0000159691

hereinafter the "**Company**"

dalej jako "**Spółka**"

hereby authorize the following persons:

niniejszym upoważniamy następujące
osoby:

Paweł Halwa

Magdalena Piszewska

Katarzyna Dziedzic-Stańczyk

Marcin Antczak

from the law firm

z kancelarii prawnej

Schönherr Stangl Lutz
ul. Próźna 9
00-107 Warszawa

each of them to act separately,

przy czym każdą z tych osób z osobna,

to represent the Company before the regis-
try court relating to deregistration of the
registered pledge entered under the num-
ber **2239347**.

do reprezentacji Spółki przed sądem
rejestrowym w związku z wykreśleniem
zastawu rejestrowego wpisanego pod
numerem **2239347**.

The attorneys-in-fact are entitled to per-
form all acts necessary to give effect to this
power of attorney.

Pełnomocnicy mają prawo do dokonywania
wszelkich czynności niezbędnych do
wykonania pełnomocnictwa.

This power of attorney has been drawn up in a bilingual version (Polish-English). In case of any discrepancies the Polish version shall prevail.

Niniejsze pełnomocnictwo zostało sporządzone w wersji dwujęzycznej (polsko-angielskiej). W razie jakichkolwiek nieścisłości, wersja polska będzie rozstrzygająca.

This power of attorney is governed by Polish law and may be revoked at any time.

Niniejsze pełnomocnictwo podlega prawu polskiemu i może być w każdym czasie odwołane.

On behalf of / W imieniu
Hirsch Porozell Sp. z o.o.

[Identity of the signatories and their authorization to represent the Pledgee to be certified by a notary public]

Schedule 6- Hirsch Porozell s.r.l. Equipment and Machinery Pledge

Hirsch Porozell s.r.l. Inventory Pledge

Power of Attorney from Erste Bank – NOTARIATSAKT

PROCURĂ	POWER OF ATTORNEY
<p>Subsemnata,</p> <p>Erste Bank der oesterreichischen Sparkassen AG, societate pe acțiuni (<i>Aktiengesellschaft</i>) legal constituită și funcționând în conformitate cu legile din Austria, cu sediul la Graben 21, A-1010 Viena, Austria, înregistrată la Tribunalul Comercial (<i>Handelsgericht</i>) Viena sub nr. FN 286283f ("Erste Bank"), legal reprezentată prin semnatarul de mai jos,</p>	<p>We,</p> <p>Erste Bank der oesterreichischen Sparkassen AG, a joint stock company (<i>Aktiengesellschaft</i>) established and incorporated under Austrian law with its registered office in Graben 21, A-1010 Vienna, Austria, registered with the Commercial Court (<i>Handelsgericht</i>) Vienna under registration number FN 286283f ("Erste Bank"), duly represented by the undersigned,</p>
<p>Cu privire la (i) contractul de ipotecă mobilă asupra instalațiilor și utilajelor și la (ii) contractul de ipotecă mobilă asupra stocurilor (împreună denumite "Contractele de Ipotecă"), ambele încheiate în data de 26 Noiembrie 2010 între Erste Bank, în calitate de Creditor Ipotecar, și Hirsch Porozell S.R.L., o societate cu răspundere limitată legal constituită și funcționând în conformitate cu legile din România, cu sediul în Satul Răscruți, Comuna Bontida, Județul Cluj, România, înregistrată la Registrul Comerțului sub nr. J12/4272/2005, cod unic de înregistrare 18198580</p>	<p>With regards to (i) the equipment and machinery pledge agreement and (ii) the inventory pledge agreement (collectively named "Pledge Agreements"), both executed on 26 November 2010 between Erste Bank, acting as Pledgee, and HIRSCH POROZELL S.R.L., a limited liability company under Romanian law with its registered office in Răscruți Village, Bontida Commune, Cluj County, registered with the Romanian trade register under the registration number J12/4272/2005, having the sole identification number 18198580 ("Hirsch Porozell"), acting as Pledgor, whereby Hirsch Porozell has agreed to create for</p>

<p>("Hirsch Porozell"), în calitate de Debitor Ipotecar, în temeiul cărora Hirsch Porozell a constituit în favoarea Erste Bank (i) o ipotecă mobilă asupra instalațiilor și utilajelor aparținând Hirsch Porozell și (ii) o ipotecă mobilă asupra stocurilor aparținând Hirsch Porozell,</p>	<p>the benefit of Erste Bank (i) a pledge over equipment and machinery owned by Hirsch Porozell and (ii) a pledge over all movable assets owned by Hirsch Porozell,</p>
<p>prin prezenta împuternicește fiecare dintre următoarele persoane:</p>	<p>hereby appoints each of:</p>
<p>Mitu Ioana, cetățean român, cu domiciliul în București, Sector 2, Aleea Bistricioara nr. 2, bloc 49, etaj 4, apt. 16, România, identificat prin carte de identitate seria RX nr. 291040, emisă de Secția 8 Poliție la data de 07.04.2005, cod numeric personal (CNP) 2910330420018,</p>	<p>Mitu Ioana, Romanian Citizen, domiciled in Bucharest, Sector 2, 2 Aleea Bistricioara Street, building 49, 4th floor, ap. 16, Romania, identified with ID card series RX, no. 291040, issued by 8 Police Section on 07.04.2005, personal identification code (CNP) 2910330420018,</p>
<p>Adina Otilia Damaschin, cetățean român, cu domiciliul în București, Sector 3, St. Calotești nr. 4, ap. 1, România, identificat prin carte de identitate seria RD nr. 808918, emisă de S.P.C.E.P. Sector 3 la data de 20.08.2012, cod numeric personal (CNP) 2801128035388, și</p>	<p>Adina Otilia Damaschin, Romanian Citizen, domiciled in Bucharest, Sector 3, 4 Calotesti Street, ap. 1, Romania, identified with ID card series RD, nr. 808918, issued by S.P.C.E.P. Sector 3 on 20.08.2012, personal identification code (CNP) 2801128035388, and</p>
<p>Anca Hotăranu, cetățean român, cu domiciliul în Drobeta-Turnu Severin, Bd. Tudor Vladimirescu nr. 110, ap. 4, România, identificat prin carte de identitate seria MH nr. 191365, emisă</p>	<p>Anca Hotăranu, Romanian Citizen, domiciled in Drobeta-Turnu Severin, 110 Tudor Vladimirescu Blvd., ap. 4, Romania, identified with ID card series MH, nr. 191365, issued by Drobeta-Turnu Severin Municipality</p>

de Municipiul Drobeta-Turnu Severin la data de 11.04.2005, cod numeric personal (CNP) 2910719205564,	pality on 11.04.2005, personal identification code (CNP) 2910719205564,
Pentru a acționa în numele și pe seama Erste Bank, fiecare în calitate de mandatar cu autoritate și putere de reprezentare individuală al Erste Bank, cu scopul de a radia din Arhiva Electronică de Garanții Reale Mobiliare din România (" Arhiva Electronică ") următoarele avize de ipotecă mobilă: <ol style="list-style-type: none">1. avizul inițial de ipotecă mobilă identificat prin ID 2010-00016866122427-NGV, înscris în Arhiva Electronică în data de 2.12.2010 în favoarea Erste Bank;2. avizul inițial de ipotecă mobilă identificat prin ID 2010-00016866042353-THQ, înscris în Arhiva Electronică în data de 2.12.2010 în favoarea Erste Bank	To individually act on behalf of and on the account of Erste Bank, each one as Erste Bank's individual true and lawful attorney-in-fact, with the purpose of extinguishing from the Romanian Electronic Archive for Security Interests in Movable Property (the " Electronic Archive ") the following pledges: <ol style="list-style-type: none">1. pledge identified by ID 2010-00016866122427-NGV, recorded with the Electronic Archive on 2.12.2010 for the benefit of Erste Bank;2. pledge identified by ID 2010-00016866042353-THQ, recorded with the Electronic Archive on 2.12.2010 for the benefit of Erste Bank.
Prezenta procură expiră la 1.01.2018.	This power of attorney expires on 1 January 2018.
Prezenta procură a fost întocmită în formă bilingvă (Romană/Engleză), a fost semnată în două (2) exemplare originale astăzi, [__].	This power of attorney has been drafted in bilingual version (Romanian/English) and signed in [two] (2) original copies and has been adopted today [__].

Erste Bank der oesterreichischen Sparkassen AG

(signed by way of NOTARIATSAKT)

Schedule 6- Hirsch Porozell s.r.l. Account Pledge

Power of Attorney from KSK - NOTARIATSAKT

PROCURĂ	POWER OF ATTORNEY
<p>Subsemnata,</p> <p>Kärntner Sparkasse Aktiengesellschaft, societate pe acțiuni (<i>Aktiengesellschaft</i>) legal constituită și funcționând în conformitate cu legile din Austria, cu sediul la Neuer Platz 14, 9020 Klagenfurt, Austria, înregistrată la Tribunalul Comercial (<i>Handelsgericht</i>) Viena sub nr. FN 94938s ("KSK"), legal reprezentată prin semnaturii de mai jos,</p>	<p>We,</p> <p>Kärntner Sparkasse Aktiengesellschaft, a joint stock corporation. (<i>Aktiengesellschaft</i>) incorporated under the laws of Austria, with its seat in Klagenfurt, Republic of Austria, and the registered address at Neuer Platz 14, 9020 Klagenfurt, Republic of Austria, registered with the companies' register of the Regional Court of Klagenfurt under registration number FN 94938s ("KSK"), duly represented by the undersigned,</p>
<p>Cu privire la contractul de ipotecă mobilă asupra soldului creditor al conturile bancare ("Contractul de Ipotecă"), încheiat în data de 21 Septembrie 2011 între KSK, în calitate de Creditor Ipotecar, și Hirsch Porozell S.R.L., o societate cu răspundere limitată legal constituită și funcționând în conformitate cu legile din România, cu sediul în Satul Răscruți, Comuna Bontida, Județul Cluj, România, înregistrată la Registrul Comerțului sub nr. J12/4272/2005, cod unic de înregistrare 18198580 ("Hirsch Porozell"), în calitate de</p>	<p>With regards to the agreement for the creation of a security interest over money held in bank accounts ("Pledge Agreement"), executed on 21 September 2011 between KSK, acting as Secured Creditor, and HIRSCH POROZELL S.R.L., a limited liability company under Romanian law with its registered office in Răscruți Village, Bontida Commune, Cluj County, registered with the Romanian trade register under the registration number J12/4272/2005, having the sole identification number 18198580 ("Hirsch Porozell"), acting as Security Provider, whereby Hirsch Porozell has agreed to</p>

<p>Debitor Ipotecar, în temeiul cărora Hirsch Porozell a constituit în favoarea KSK o ipotecă mobilă asupra conturilor bancare deschise și menținute de Hirsch Porozell la Unicredit Tiriac Bank SA,</p>	<p>create for the benefit of KSK a pledge over Hirsch Porozell's bank accounts opened and maintained at Unicredit Tiriac Bank,</p>
<p>prin prezenta împuternicește fiecare dintre următoarele persoane:</p>	<p>hereby appoints each of:</p>
<p>Mitu Ioana, cetățean român, cu domiciliul în București, Sector 2, Aleea Bistricioara nr. 2, bloc 49, etaj 4, apt. 16, România, identificat prin carte de identitate seria RX nr. 291040, emisă de Secția 8 Poliție la data de 07.04.2005, cod numeric personal (CNP) 2910330420018,</p>	<p>Mitu Ioana, Romanian Citizen, domiciled in Bucharest, Sector 2, 2 Aleea Bistricioara Street, building 49, 4th floor, ap. 16, Romania, identified with ID card series RX, no. 291040, issued by 8 Police Section on 07.04.2005, personal identification code (CNP) 2910330420018,</p>
<p>Adina Otilia Damaschin, cetățean român, cu domiciliul în București, Sector 3, St. Calotestii nr. 4, ap. 1, România, identificat prin carte de identitate seria RD nr. 808918, emisă de S.P.C.E.P. Sector 3 la data de 20.08.2012, cod numeric personal (CNP) 2801128035388, și</p>	<p>Adina Otilia Damaschin, Romanian Citizen, domiciled in Bucharest, Sector 3, 4 Calotesti Street, ap. 1, Romania, identified with ID card series RD, nr. 808918, issued by S.P.C.E.P. Sector 3 on 20.08.2012, personal identification code (CNP) 2801128035388, and</p>
<p>Anca Hotăranu, cetățean român, cu domiciliul în Drobeta-Turnu Severin, Bd. Tudor Vladimirescu nr. 110, ap. 4, România, identificat prin carte de identitate seria MH nr. 191365, emisă de Municipiul Drobeta-Turnu Severin la data de 11.04.2005, cod numeric per-</p>	<p>Anca Hotăranu, Romanian Citizen, domiciled in Drobeta-Turnu Severin, 110 Tudor Vladimirescu Blvd., ap. 4, Romania, identified with ID card series MH, nr. 191365, issued by Drobeta-Turnu Severin Municipality on 11.04.2005, personal identification code (CNP) 2910719205564,</p>

sonal (CNP) 2910719205564,	
Pentru a acționa în numele și pe seama KSK, fiecare în calitate de mandatar cu autoritate și putere de reprezentare individuală al KSK, cu scopul de a radia din Arhiva Electronică de Garanții Reale Mobiliare din România (" Arhiva Electronică ") avizul inițial de ipotecă mobilă identificat prin ID 2011-00019909701413-GZE, înscris în Arhiva Electronică în data de 22.11.2011 în favoarea KSK.	To individually act on behalf of and on the account of KSK, each one as KSK's individual true and lawful attorney-in-fact, with the purpose of extinguishing from the Romanian Electronic Archive for Security Interests in Movable Property (the " Electronic Archive ") the pledge identified by ID 2011-00019909701413-GZE, recorded with the Electronic Archive on 22.11.2011 for the benefit of KSK.
Prezenta procură expiră la 1.01.2018.	This power of attorney expires on 1 January 2018.
Prezenta procură a fost întocmită în formă bilingvă (Romană/Engleză), a fost semnată în [] ([]) exemplare originale astăzi, [].	This power of attorney has been drafted in bilingual version (Romanian/English) and signed in [] ([]) original copies and has been adopted today [].

Kärntner Sparkasse Aktiengesellschaft
(signed by way of NOTARIATSAKT)

Schedule 6 – Notice to Unicredit Tiriac Bank as account bank

[Letterhead of Kärntner Sparkasse Aktiengesellschaft]

To: **Unicredit Tiriac Bank S.A.**

1F Expozitiei Blvd., 1st District, Bucharest, Romania

Date: []

Notification of Release of Pledge

Ladies and Gentlemen,

We refer to the bank accounts pledge agreement dated 21 September 2011 whereby Hirsch Porozell S.R.L. granted a pledge over monies held in bank accounts opened and maintained at Unicredit Tiriac Bank S.A. for the benefit of Kärntner Sparkasse Aktiengesellschaft, as notified to you by Hirsch Porozell S.R.L.

We, Kärntner Sparkasse Aktiengesellschaft, hereby notify you that such pledge has been irrevocably and unconditionally released by us under a release agreement made between, *inter alios*, Hirsch Porozell S.R.L. and us.

We therefore ask you to take notice of this release of pledge and of the cancellation of any previous notifications from us to you with respect to the aforementioned pledge, to the extent that such notifications were sent.

Kind regards,

Kärntner Sparkasse Aktiengesellschaft

Schedule 7

Form of the Slovak Release Letters

A) Erste Bank Release Letter

RELEASE LETTER

To: **POLYFORM, s.r.o.**, a limited liability company (*spoločnosť s ručením obmedzeným*) under Slovak law with its corporate seat in Terézie Vansovej 10, 065 03 Podolíneč, Slovak Republic, ID No. 31 679 137, registered with the Commercial Register of the District Court Prešov, Section Sro, Insert No. 1322/P ("**Pledgor 1**");

To: **Hirsch Porozell GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Austria, with its seat in Glanegg, Republic of Austria, and the registered address at Glanegg 58, 9555 Glanegg, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 117255i ("**Pledgor 2**"), as the owner of 100% shareholding interest in Pledgor 1;

(Pledgor 1 and Pledgor 2 hereinafter referred to as the "**Pledgors**").

We, the undersigned **Erste Bank der oesterreichischen Sparkassen AG**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Vienna, Republic of Austria, and the registered address at Graben 21, 1010 Vienna, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 286283f (the "**Pledgee**") refer to:

POTVRDENIE O ZÁNIKU ZÁLOŽNÉHO PRÁVA

Komu: **POLYFORM, s.r.o.**, spoločnosť s ručením obmedzeným podľa práva Slovenskej republiky so sídlom Terézie Vansovej 10, 065 03 Podolíneč, Slovenská republika, IČO: 31 679 137, zapísaná v Obchodnom registri Okresného súdu Prešov, oddiel: Sro, vložka číslo: 1322/P ("**Záložca 1**");

Komu: **Hirsch Porozell GmbH**, spoločnosť s ručením obmedzeným (*Gesellschaft mit beschränkter Haftung*) podľa práva Rakúskej republiky, so sídlom Glanegg 58, 9555 Glanegg, Rakúska republika, zapísaná v obchodnom registri (nemecký názov *Firmenbuch*) Krajinského súdu Klagenfurt (nemecký názov *Landesgericht Klagenfurt*) pod číslom FN 117255i ("**Záložca 2**") ako majiteľ 100 % obchodného podielu v Záložcovi 1;

(Záložca 1 a Záložca 2 ďalej spoločne ako "**Záložcovia**").

My, nižšie podpísaná **Erste Bank der oesterreichischen Sparkassen AG**, akciová spoločnosť (*Aktiengesellschaft*) podľa práva Rakúskej republiky, so sídlom Graben 21, 1010 Vienna, Rakúska republika, zapísaná v obchodnom registri (nemecký názov *Firmenbuch*) Obchodného súdu Viedeň (nemecký názov *Handelsgericht Wien*) pod číslom FN 286283f ("**Záložný veriteľ**") odkazujeme na:

- (i) framework agreement with Hirsch Servo AG and some of its direct or indirect subsidiaries originally dated September 2010, as amended from time to time, entered into in order to ensure a successful restructuring process of the Hirsch group;
- (ii) a guarantee facility agreement (*Haftungskreditvertrag*) with Hirsch Servo AG dated 30 September 2010 based on which the Pledgee has, amongst others, agreed to grant Hirsch Servo AG a guarantee facility in a maximum aggregated amount of EUR 53,079,000;
- (iii) a movables pledge agreement relating to movables held by the Pledgor 1, dated 30 November 2010 between the Pledgor 1 and the Pledgee ("**Pledge Agreement 1**"), registered with the Central Notarial Registry of Pledges on 30 November 2010 under number 23765/2010;
- (iv) a share pledge agreement relating to the 100% share in the Pledgor 1 held by Pledgor 2, dated 15 October 2012, between the Pledgor 2 and the Pledgee ("**Pledge Agreement 2**"), registered with the Commercial Register on 8 December 2012;
- (v) a mortgage agreement relating to properties held by the Pledgor 1, dated 30 November 2010 between the Pledgor 1 and the Pledgee ("**Pledge Agreement 3**"), registered with the cadastral registry on 3 December 2010 under V 1422/10;
- (Pledge Agreement 1, Pledge Agreement 2 and Pledge Agreement 3 hereinafter referred to as the "**Pledge Agreements**").
- (i) rámcovú zmluvu s Hirsch Servo AG a niektorými jej priamymi alebo nepriamymi dcérskymi spoločnosťami pôvodne zo dňa 30. septembra 2010, tak ako bol z času na čas zmenená, ktorá bola uzavretá s cieľom zabezpečiť úspešnú reštrukturalizáciu skupiny Hirsch;
- (ii) tzv. guarantee facility agreement s Hirsch Servo AG zo dňa 30. septembra 2010, na základe ktorej Záložný veriteľ, okrem iného, poskytol Hirsch Servo AG úver v celkovej maximálnej sume 53.079.000 EUR;
- (iii) zmluvu o zriadení záložného práva k na hnutelný majetok Záložcu 1 zo dňa 30. novembra 2010, uzatvorenú medzi Záložcom 1 a Záložným veriteľom ("**Záložná zmluva 1**") registrovanú v notárskom centrálnom registri záložných práv dňa 30. novembra 2010 pod č. 23765/2010;
- (iv) zmluvu o zriadení záložného práva na 100% obchodný podiel Záložcu 2 v Záložcovi 1 zo dňa 15. októbra 2012, uzatvorenú medzi Záložcom 2 a Záložným veriteľom ("**Záložná zmluva 2**") a registrovanú v obchodnom registri 8. decembra 2012;
- (v) zmluvu o zriadení záložného práva k nehnuteľnostiam Záložcu 1 zo dňa 30. novembra 2010 medzi Záložcom 1 a Záložným veriteľom ("**Záložná zmluva 3**") registrovanú v katastri nehnuteľností dňa 3. decembra 2010 pod V 1422/10;
- (Záložná zmluva 1, Záložná zmluva 2 a Záložný zmluva 3 ďalej spoločne ako "**Záložné zmluvy**").

We, the Pledgee, as pledgee under the Pledge Agreements, hereby waive as of the date of this release letter the right of pledges established under the Pledge Agreements and confirm that as of the date of this release letter the pledges that arose under the Pledge Agreements ceased to exist pursuant to Section 151md(1)(c) of Act No. 40/1964 Coll., the Civil Code, as amended.

As from the date of this release letter the Pledgors are entitled to take all actions necessary for the deletion of the pledges created under the Pledge Agreements from the Commercial Register, the cadastral register and the Central Notarial Register of Pledges.

This confirmation is written in the Slovak and English languages. In the event of any discrepancy between the Slovak and the English version, the Slovak version prevails.

This confirmation shall be governed by Slovak law.

My, Záložný veriteľ, ako záložný veriteľ podľa Záložných zmlúv sa ku dňu podpisu tohto potvrdenia týmto vzdávame záložných práv zriadených na základe Záložných zmlúv a potvrdzujeme, že ku dňu podpisu tohto potvrdenia záložné práva zriadené na základe Záložných zmlúv zanikli v súlade s § 151md ods. 1 písm. c) zákona č. 40/1964 Zb., Občiansky zákonník, v znení neskorších predpisov.

Odo dňa podpisu tohto potvrdenia sú Záložcovia oprávnení vykonať akékoľvek úkony nevyhnutné pre výmaz záložných práv zriadených na základe Záložných zmlúv z obchodného registra, katastra nehnuteľností a z Notárskeho centrálného registra záložných práv.

Toto potvrdenie je vyhotovené v slovenskom a anglickom jazyku. V prípade rozdielov medzi slovenskou a anglickou verziou je slovenská verzia rozhodujúca.

Toto potvrdenie sa riadi slovenským právom.

In / V [•] on / dňa [•]

Za / On behalf of

Erste Bank der oesterreichischen Sparkassen AG

[Name], [Function]
(NOTARIZED SIGNATURE)

B) KSK Release Letter

RELEASE LETTER

To: **POLYFORM, s.r.o.**, a limited liability company (*spoločnosť s ručením obmedzeným*) under Slovak law with its corporate seat in Terézie Vansovej 10, 065 03 Podolíneč, Slovak Republic, ID No. 31 679 137, registered with the Commercial Register of the District Court Prešov, Section Sro, Insert No. 1322/P ("**Pledgor**").

We, the undersigned **Kärntner Sparkasse Aktiengesellschaft**, a joint stock corporation (*Aktiengesellschaft*) incorporated under the laws of Austria, with its seat in Klagenfurt, Republic of Austria, and the registered address at Neuer Platz 14, 9020 Klagenfurt, Republic of Austria, registered with the companies' register (*Firmenbuch*) of the Regional Court of Klagenfurt (*Landesgericht Klagenfurt*) under registration number FN 94938s (the "**Pledge**") refer to:

- (i) an agreement for the creation of a security interest over money held by the Pledgor in bank accounts, dated 12 September 2011 between the Pledgor and the Pledgee ("**Pledge Agreement**"), registered with the Central Notarial Registry of Pledges on 23 September 2011 under number 16795/2011.

We, the Pledgee, as pledgee under the Pledge Agreement, hereby waive as of the date of this release letter the right of pledge established under the Pledge Agreement and confirm that as of the date of this release letter the pledge that arose under the Pledge Agreement ceased to exist pursuant to Section 151md(1)(c) of Act No. 40/1964 Coll., the Civil Code, as amended.

POTVRDENIE O ZÁNIKU ZÁLOŽNÉHO PRÁVA

Komu: **POLYFORM, s.r.o.**, spoločnosť s ručením obmedzeným podľa práva Slovenskej republiky so sídlom Terézie Vansovej 10, 065 03 Podolíneč, Slovenská republika, IČO: 31 679 137, zapísaná v Obchodnom registri Okresného súdu Prešov, oddiel: Sro, vložka číslo: 1322/P ("**Záložca**").

My, nižšie podpísaná **Kärntner Sparkasse Aktiengesellschaft**, akciová spoločnosť (*Aktiengesellschaft*) podľa práva Rakúskej republiky, so sídlom Neuer Platz 14, 9020 Klagenfurt, Rakúska republika, zapísaná v obchodnom registri (nemecký názov *Firmenbuch*) Krajského súdu Klagenfurt (nemecký názov *Landesgericht Klagenfurt*) pod číslom FN 94938s ("**Záložný veriteľ**") odkazujeme na:

- (vi) zmluvu o zriadení k pohľadávke Záložcu z účtu v banke zo dňa 12. septembra 2011, uzatvorenú medzi Záložcom a Záložným veriteľom ("**Záložná zmluva**") registrovanú v notárskom centrálnom registri záložných práv dňa 23. septembra 2011 pod č. 16795/2011.

My, Záložný veriteľ, ako záložný veriteľ podľa Záložnej zmluvy sa ku dňu podpisu tohto potvrdenia týmto vzdávame záložného práva zriadeného na základe Záložnej zmluvy a potvrdzujeme, že ku dňu podpisu tohto potvrdenia záložné právo zriadené na základe Záložnej zmluvy zaniklo v súlade s § 151md ods. 1 písm. c) zákona č. 40/1964 Zb., Občiansky zákonník, v znení neskorších predpisov.

As from the date of this release letter the Pledgor is entitled to take all actions necessary for the deletion of the pledge created under the Pledge Agreement from the Central Notarial Register of Pledges.

This confirmation is written in the Slovak and English languages. In the event of any discrepancy between the Slovak and the English version, the Slovak version prevails.

This confirmation shall be governed by Slovak law.

Odo dňa podpisu tohto potvrdenia je Záložca oprávnený vykonať akékoľvek úkony nevyhnutné pre výmaz záložných práv zriadených na základe Záložnej zmluvy z Notárskeho centrálného registra záložných práv.

Toto potvrdenie je vyhotovené v slovenskom a anglickom jazyku. V prípade rozdielov medzi slovenskou a anglickou verziou je slovenská verzia rozhodujúca.

Toto potvrdenie sa riadi slovenským právom.

In / V [•] on / dňa [•]

Za / On behalf of

Kärntner Sparkasse Aktiengesellschaft

[Name], [Function]
(NOTARIZED SIGNATURE)

Schedule 8

ANHANG Security Release Agreement - Kurzfristige Kreditlinien inkl. Haftungen

HASCH Servo Gruppe (inkl. Beteiligte H. Euro)

	Bank	Kontennummer	Art	Kurzfristige Kreditlinien inkl. Haftungen (Rahmen)	
01 HAS AG	KSK	0000-125276	GK	170.000,00	
	BKS	100-333015	GK	42.437,89	
	Summe Girokredite und Barverleihen 01 HAS AG				212.437,89
02 BAV	KSK	0000-0130492	GK	100.000,00	
	Summe Girokredite und Barverleihen 02 BAV				100.000,00
	KSK	0000-146103	GK	1.300.000,00	
03 HP GmbH	KSK	9966-630106 (Exportkredit)	BV	200.000,00	
	KSK	0000-902238	BV	1.825.000,00	
	Summe Girokredite und Barverleihen 03 HP GmbH				2.025.000,00
04 HP Srl	KSK	30156	BV	506.702,61	
	Summe Girokredite und Barverleihen 04 HP Srl				506.702,61
	KSK	674 9966-620057 (Exportkredit)	BV	20.000,00	
05 TRZ	BKS	100-450665	HK	200.000,00	
	KSK	1579-600002	HK	28.142,62	
	Summe Girokredite, Barverleihen und Handelskredite 05 TRZ				228.142,62
	KSK	25 2070 6044 D700 6556	BV	998.000,00	
06 Polystern	Summe Girokredite und Barverleihen 06 Polystern				998.000,00
	HBI	2-54.029.354	BV	1.613.621,36	
	Summe Girokredite und Barverleihen 07 HP Sasso				1.613.621,36
08 HP Kft.	KSK	14 2070 6000 0014 6260	GK	20.000,00	
	KSK	67 2070 6000 0090 2254	BV	2.200.000,00	
	Summe Girokredite und Barverleihen 08 HP Kft.				2.220.000,00
09 HM GmbH	KSK	146175	GK	164.000,00	
	BKS	100-190310	GK	150.000,00	
	KSK	001181	BV	1.140.000,00	
	BKS	100-500175	BV	1.450.000,00	
	BKS	100-500041 (Exportkredit)	BV	1.000.000,00	
30 HM GmbH	KSK	4478-017073	HK	300.000,00	
	Summe Girokredite, Barverleihen und Handelskredite 09 HM GmbH				2.054.000,00

Schedule 9

RLB ÖÖ - Aushaftende Kredite per Dezember 2014

WRSCH Silver Gruppe (als Beleg in Excel)

Bank	Kontonummer	Art *	Kurzfristige Kreditlinien (Rahmen) bzw. umgeleitete Kredite (Abhaftungen)
03 HP GmbH	RLB ÖÖ 2659.597	GK	300.000,00
	Sonder Girokonto und Darlehen 03 HP GmbH		300.000,00
07 HP Sparda	RLB ÖÖ 1741-02.658.748	GK	4.437.654,04
	RLB ÖÖ 441-02.658.748	UK	1.183.169,03
	Sonder Girokonto und Darlehen 07 HP Sparda		5.620.823,07
08 HP Kfz	RLB ÖÖ 2658.730	GK	600.000,00
	Sonder Girokonto und Darlehen 08 HP Kfz		600.000,00

Gebühr in Höhe von Euro 14,30 entrichtet.
Notare Huppmann, Poindl & Partner, Wien I.

B.R.Zl.: 1890/2015/jt

Die Echtheit vorstehender Gesamtfirmazeichnung der Frau Magistra Petra HIRSCHENAUER und der Frau Doktor Claudia SÜSSENBACHER, beide als Gesamtprokuristen der Erste Bank der oesterreichischen Sparkassen AG, FN 286283 f, mit dem Sitz in Wien und der Geschäftsanschrift 1010 Wien, Graben 21, wird bestätigt. -----

Aufgrund der heute vorgenommenen Einsichtnahme in das Firmenbuch des Handelsgerichtes Wien bestätige ich gemäß § 89 a (Paragraph neunundachtzig a) Notariatsordnung die gemeinsame Vertretungsberechtigung der Vorgenannten heute für diese unter FN 286283 f eingetragene Gesellschaft. -----

Wien, am zweiten März zweitausendfünfzehn. -----



Dr. Christoph PFAFFENBERGER
NOTARPARTNER und SUBSTITUT
DES ÖFFENTLICHEN NOTARS
Mag. WERNER POINDL
WIEN - INNERE STADT

