

COMMERCIAL LIEN AGREEMENT

Sofia, 19 August 2025

Maclear AG, Reg.Nr. CHE-115.674.165, registered office at Richtistrasse 7, 8304 Wallisellen, Switzerland, hereinafter referred to as the "**Pledgee**", its Member of the Board, Mr Aleksandr Lang, acting on the basis of the Articles of Association, and

Simao-RT EOOD, Reg.Nr. 206866517, VAT No. BG206866517, registered in the Commercial Register of the Republic of Bulgaria, with registered office in Bulgaria, Sofia, Triaditsa district, Dedeagach Str. 11A, office block 12, hereinafter referred to as the "**Pledgor**", by its Managing Director Ivan Bonchev Dolashkov who acts on the basis of the Articles of Association, on the other hand, concludes the following agreement.

1. General Terms and Conditions

- 1.1. Terms used
 - 1.1.1. **IPAC Agreement – dated 19.08.2025 and Loan Agreement dated 19.08.2025 pertaining to the project SR-09-2025, entered into** between the Pledgee as Lender and the Pledgor/Debtor as Borrower, as amended, supplemented by Attachments, agreed and restated from time to time.
 - 1.1.2. The Parties are the Pledgee and the Pledgor.
 - 1.1.3. Agreement - this Agreement, together with all amendments, supplements and annexes hereto.
 - 1.1.4. Debtor - Pledgor.
- 1.2. Unless otherwise defined in the Contract, other terms used in the Contract shall have the meaning given to them in the Main Contracts (IPAC Agreement and Loan Agreement).
- 1.3. The signatures of the Parties to the Agreement confirm:
 - 1.3.1. before signing the Agreement the Parties have read and discussed its terms, understand the legal meaning and consequences of the conclusion of the Agreement, and agree to the terms of the Agreement;
 - 1.3.2. each Party is not aware of any legal impediment to the conclusion and performance of the Agreement.
- 1.4. This Agreement shall enter into force upon its signature, except as otherwise provided in other clauses of the Agreement.
- 1.5. The Agreement shall be drawn up in two original hard copies, one for each Party, and signed in handwritten form by the duly authorized representatives of the Parties.
- 1.6. All amendments, supplements and annexes to the Agreement shall be in writing and signed by the Parties (authorised representatives) to the extent that this Agreement does not provide that they may be made unilaterally. All documents complying with the requirements of this Clause shall be deemed to be integral parts of this Agreement.
- 1.7. If the verbal expression of the figures referred to in the text of the Agreement differs from their numerical expression, the verbal expression shall be deemed to be agreed.
- 1.8. All expenses related to registration, renewal, amendment, assignment and cancellation of the commercial pledge, currency conversion expenses and other expenses not provided for in the Agreement but necessary for its performance shall be borne by the Pledgor. The Pledgee shall be entitled to debit funds in the amount of such expenses from any account of the Pledgor opened at Maclear AG without the Pledgor's order or consent. Such debit shall be made from the funds of the Pledgor in the currency in which the payment is to be made. If such funds are insufficient to make the payment in full, it shall be made within the balance of the account and the remaining amount shall be paid at the option of the Pledgee

ANNEX A: List of provided pledges.

a. List of tangible assets (equipment, inventory, buildings, cash etc.)

Type	Description	Total, EUR
Share Cap	Share Capital	127 828
Cash	Cash reserves	120 000
Vehicle	Trucks — MAN TGX 18.470 GX (2022) — 8 pcs.	496 000
Equipmnet	Semi-trailers — Ozmen grain semi-trailer 55 m ³ — 8 pcs.	212 000
		955 828

b. List of intangible assets (intellectual property, contracts, trademarks, copyrights etc.)

Type	Description	Total, EUR

c. Additional Guaranties (personal guaranties, third party guaranties)

Type	Description	Total, EUR


