**AMENDMENT AGREEMENT to the 14 JANUARY 2020 COLLATERAL AGENT AGREEMENT**

This Amendment Agreement to the 14 January 2020 Collateral Agent Agreement (the “**Amendment Agreement**”) has been entered into on [●] January 2025 by and between:

1. **AS PRFoods**, registry code 11560713, address Pärnu mnt 141, Tallinn 11314, Estonia (the “**Issuer**”), represented by member of the management board [●]; and
2. **PRF Collateral Agent OÜ**, registry code 14880068, address F. R. Faehlmanni tn 5, Tallinn 10125, Estonia (the “**Collateral Agent**”), represented by member of the management board Peeter Viirsalu,

(hereinafter referred to collectively as the “Parties” and individually as a “Party”).

**WHEREAS:**

1. The Parties have entered into a collateral agent agreement on 14 January 2020 (Annex 1 to the Terms and Conditions of Secured Note Issue dated 14 January 2020), hereinafter the “**Collateral Agent Agreement**”;
2. All terms (with capital letters) used herein shall have the same meaning as in the Collateral Agent Agreement, unless expressly stated otherwise.

**NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

1. Section 4.4 of the Collateral Agent Agreement shall be replaced in its entirety with the following wording: “The Collateral Agent shall have the right to use the services of third parties and appoint third party representatives in the course of performance of its tasks and acts, at its own cost and no cost to the Issuer. For avoidance of doubt, this does not exclude the Issuer’s obligation to compensate to the Collateral Agent all payments made by the Collateral Agent to third parties as specified in Section 9.5.1 of the Terms”
2. Subsection b) of Section 5.1 of the Collateral Agent Agreement shall be replaced in its entirety with the following wording: “Monthly fee of EUR 800 (excl. VAT) to be paid by the Issuer before the occurrence of an Extraordinary Early Redemption Event and the receipt of an Extraordinary Early Redemption Application described in Section 8.3 of the Terms. The relevant fees shall be invoiced once in a quarter.”
3. Subsection c) of Section 5.1 of the Collateral Agent Agreement shall be replaced in its entirety with the following wording: “Monthly fee of EUR 3,500 (excl. VAT) to be paid by the Issuer (instead of the monthly fee set out in subsection b above) after the occurrence of an Extraordinary Early Redemption Event and the receipt of an Extraordinary Early Redemption Application described in Section 8.3 of the Terms. The fees shall be invoiced monthly.”
4. Clause (ii) of subsection d) of Section 5.1 of the Collateral Agent Agreement shall be replaced in its entirety with the following wording: “ii. the process of making modifications at the Issuer’s request to any Collateral or any Note Document, or obtaining of any waivers in relation to the Issuer’s obligations under the Terms and other Note Documents. In the latter case an hourly fee of EUR 230 (excl. VAT) shall be applied and the relevant fees shall be invoiced within 30 days as of the date when each relevant process of making a modification or obtaining a waiver have been completed.”
5. The Issuer confirms that the fact that the Collateral Agent may be required to distribute certain proceeds from the sale of the Collateral to the Senior Lender as provided under the Note Documents does not constitute any conflict with the interests of the Issuer and the Issuer hereby irrevocably and unconditionally waives all claims against the Collateral Agent in relation to the activities of the Collateral Agent in the course of performance of the tasks and exercising the rights set out in the Terms in relation to Senior Financing. The waiver of claims against the Collateral Agent under Section 4.3 of the Collateral Agent Agreement shall apply with respect to any activities taken by the Collateral Agent in accordance with the above .
6. This Amendment Agreement shall enter into force upon signing by the Parties. The hourly rates specified in Section 4 of this Amendment Agreement shall apply to any tasks or work performed by the Collateral Agent (or the law firm engaged by the Collateral Agent) as of 1 April 2025.
7. The terms and conditions of the Collateral Agent Agreement not amended hereby shall continue in force unchanged and in case of any conflict of the Collateral Agent Agreement and this Agreement, the terms provided in this Agreement shall apply.

**IN WITNESS THEREOF the Parties have signed this Agreement on the date hereof.**

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| Issuer: | Collateral Agent: |
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| [●]Management board member of AS PRFoods | **Peeter Viirsalu**Management board member of PRF Collateral Agent OÜ |