

PROXY FORM

METTMANN PUBLIC COMPANY LIMITED

(the “Company”)

[DATE]

I/We [*name of the shareholder*], being a member of the Company hereby appoint [*name of proxy*] of [COUNTRY] [passport/ID] number [NUMBER] as my/our proxy to vote for me/us or on my/our behalf at the Extraordinary General Meeting of the Company to be held at the registered office of the company at Spyrou Araouzou 67, Ulysses House, 2nd floor, office 202, 3036, Limassol, Cyprus and via electronic means on the **23rd of February 2024 at 10 a.m.** for the purposes set out in the relevant notice issued by the Company on 9th of February 2024.

I/We wish my/our proxy to vote [at their absolute discretion/ as indicated below] in respect of the special resolution to be proposed at the meeting.

(Optionally include the below box)

	DESCRIPTION	FOR	AGAINST	VOTE WITHHELD	DISCRETI- ONARY
1	<p>A. Approval of acquisition by the Company, based on proposal made by the Spain partner of the Company dated 5 of February 2024, of 1500 shares numbered from 0001 to 1500 (both inclusive) with a nominal value of 1.00 euro each, equal to the 50% of the issued share capital of the company " INVERSION CORRECTA, S.L." a company, registered in Spain, with registered address CTRA NACIONAL 340 Km 175 Bl. E - CENTRO DE NEGOCIOS PUERTA DE BANUS, OFICINA 43-45, NUEVA ANDALUCIA MARBELLA, 29660-MÁLAGA, with Tax Identification Number (NIF) B10839892, for the purchase price of EUR1,500 (one thousand five hundred Euro) (the “Purchase Price”).</p> <p>B. To authorize the Directors of the Company to perform decisions above and to appear before the Notary Public in Spain and to execute on behalf of the Company the Notary Deed of sale and purchase of shares by which the Company acquires the Purchased Shares for the Purchase Price and (or) to issue, grant and authorize by a Special Power of Attorney a representative in Spain to perform the above decisions for and on behalf of the Company.</p>				

2	<p>On condition that the Matter 1 is approved and finalized through execution of Notary Deed of sale and purchase of shares:</p> <p>A. Approval of granting of an interest-bearing loan based on proposal made by the Spain partner of the Company dated 5 of February, 2024, and Directors’ proposal and conclusion of loan agreement (the “Loan Agreement”) under the below terms:</p> <table border="1" data-bbox="179 359 1489 821"> <tr> <td>1.</td> <td>The Lender:</td> <td>METTMANN PUBLIC COMPANY LIMITED;</td> </tr> <tr> <td>2.</td> <td>The Borrower:</td> <td>INVERSION CORRECTA, S.L. with NIF No. B10839892;</td> </tr> <tr> <td>3.</td> <td>Principal amount of loan:</td> <td>2,750,000.00 EUR (two million seven hundred fifty thousand Euro only);</td> </tr> <tr> <td>4.</td> <td>Interest rate:</td> <td>6% (six per cent) per annum;</td> </tr> <tr> <td>5.</td> <td>Purpose:</td> <td>Financing the purchase of properties in Spain and payment of expenses to be incurred on acquisition of the Property.;</td> </tr> <tr> <td>6.</td> <td>Collateral:</td> <td>Right of first priority collateral security over the properties and belongings of all kinds that are added to it, the works, constructions and buildings that are located or that are established in the future on the properties;</td> </tr> <tr> <td>7.</td> <td>Date of Loan Issuing:</td> <td>Upon request of the Borrower;</td> </tr> <tr> <td>8.</td> <td>Repayment Date:</td> <td>On or before December 31, 2034 (inclusive);</td> </tr> <tr> <td>9.</td> <td>Applicable law:</td> <td>Law of the Kingdom of Spain.</td> </tr> </table> <p>B. To authorize the Directors of the Company to:</p> <ul style="list-style-type: none"> - arrange conclusion of the Loan agreement; - execute the Loan Agreement in accordance with the terms, conditions and timeframes that would be stated in the Loan Agreement; and - proceed with transfer of the principal amount of loan in accordance with the terms of the Loan Agreement. 	1.	The Lender:	METTMANN PUBLIC COMPANY LIMITED;	2.	The Borrower:	INVERSION CORRECTA, S.L. with NIF No. B10839892;	3.	Principal amount of loan:	2,750,000.00 EUR (two million seven hundred fifty thousand Euro only);	4.	Interest rate:	6% (six per cent) per annum;	5.	Purpose:	Financing the purchase of properties in Spain and payment of expenses to be incurred on acquisition of the Property.;	6.	Collateral:	Right of first priority collateral security over the properties and belongings of all kinds that are added to it, the works, constructions and buildings that are located or that are established in the future on the properties;	7.	Date of Loan Issuing:	Upon request of the Borrower;	8.	Repayment Date:	On or before December 31, 2034 (inclusive);	9.	Applicable law:	Law of the Kingdom of Spain.				
1.	The Lender:	METTMANN PUBLIC COMPANY LIMITED;																														
2.	The Borrower:	INVERSION CORRECTA, S.L. with NIF No. B10839892;																														
3.	Principal amount of loan:	2,750,000.00 EUR (two million seven hundred fifty thousand Euro only);																														
4.	Interest rate:	6% (six per cent) per annum;																														
5.	Purpose:	Financing the purchase of properties in Spain and payment of expenses to be incurred on acquisition of the Property.;																														
6.	Collateral:	Right of first priority collateral security over the properties and belongings of all kinds that are added to it, the works, constructions and buildings that are located or that are established in the future on the properties;																														
7.	Date of Loan Issuing:	Upon request of the Borrower;																														
8.	Repayment Date:	On or before December 31, 2034 (inclusive);																														
9.	Applicable law:	Law of the Kingdom of Spain.																														

[NAME]

Shareholder

Notes:

1. A proxy need not be a member of the Company but must attend the meeting to represent you.
2. The completion and return of the form of proxy does not prohibit the member from attending the Meeting and voting in person, should they so wish. In such case, the proxy appointment will automatically be terminated.
3. You are responsible for ensuring that your proxy attends the meeting and that they are aware of your voting intentions.
4. A member may appoint more than one proxy in relation to a meeting to exercise the rights attached to different shares. If you decide to do so, please use separate forms for each proxy. Indicate the proxy holder's name and the number of shares in relation to which they are authorised to act. Failure to specify the number of shares each proxy appointment relates to may result in the appointment being invalid.
5. If you submit more than one valid proxy form, the form received last before the latest time for the receipt of proxies will take precedence.
6. To change your proxy instructions simply submit a new proxy form using the methods set out above and in the notes to the proxy form. Any amended proxy form received after the relevant cut-off date and time will be disregarded.
7. The form of proxy, together with any relevant instruments of appointing a proxy must reach the registered office of the Company no later than 48 hours before the scheduled time of the General Meeting.