



**Registration of a Charge**

Company name: **VITA INTERNATIONAL LIMITED**

Company number: **00472253**



X9CEUJJF

Received for Electronic Filing: **28/08/2020**

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**Details of Charge**

Date of creation: **27/08/2020**

Charge code: **0047 2253 0014**

Persons entitled: **BARCLAYS BANK PLC AS PLEDGEE**

Brief description: **NIL**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR CERTAIN PERMITTED REDACTIONS THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAKUB CZERKA OF RYMARZ ZDORT GASINSKI HER IWANISZYN MIKLAS UZIEBLO I WSPOLNICY SP.K**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 472253

Charge code: 0047 2253 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2020 and created by VITA INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th August 2020 .

Given at Companies House, Cardiff on 1st September 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DATED**

**27 AUGUST 2020**

**(1) VITA INTERNATIONAL LIMITED**  
**as Pledgor**

**- AND -**

**(2) BARCLAYS BANK PLC**  
**as Pledgee**

**ANNEX NO. 1**  
**TO THE AGREEMENT FOR REGISTERED PLEDGE AND**  
**FINANCIAL PLEDGE OVER SHARES IN VITA**  
**POLYMERS POLAND SP. Z O.O**

*This is certified a true and complete copy of the original,  
save for certain permitted redactions.*

*Rymarz, Złot, Górski, Kę, Kwiecień, Miklas, Uziębło ; Wspólnicy sp. z o.o.*

*Jakub Czarba*  
*27 August 2020*



DLA Piper Główny Księgarni sp. z o.o.  
I. L. Pereca 1  
00-849 Warsaw  
Poland  
Tel: +48 22 540 74 00  
Fax: +48 22 540 74 74

WS/WS/407675/9/CEBM/6311713.5

**THIS ANNEX NO. 1 (the "Annex") TO THE AGREEMENT FOR REGISTERED PLEDGE AND FINANCIAL PLEDGE OVER SHARES IN VITA POLYMERS POLAND SP. Z O.O. DATED 26 JULY 2018 IS MADE ON 27 AUGUST 2020 BETWEEN:**

- (1) **VITA INTERNATIONAL LIMITED**, a company duly established and existing under the laws of England and Wales, with its registered address at Oldham Road, Middleton, Manchester, M24 2DB, United Kingdom, registered with the trade register under no. 00472253 (the "**Pledgor**");
- (2) **BARCLAYS BANK PLC**, a public limited company duly incorporated under the laws of England and Wales with registered office at 1 Churchill Place, London, E14 5HP, United Kingdom and registered with Companies House under number 01026167 (the "**Pledgee**").

**BACKGROUND:**

- (A) On 9 May 2018, a EUR 130,000,000 senior facilities agreement was entered into between, among others Vita Global Finco Limited (previously known as Sunshine Midco Limited), a private limited liability company incorporated under the laws of Jersey with registered number 125699 (the "**Parent**") as parent, Vita Global Limited (previously known as Sunshine Bidco Limited), a private limited liability company incorporated under the laws of Jersey with registered number 125700 (the "**Vita**") as company, the Pledgee as mandated lead arranger, agent and security agent of the finance parties, certain entities as original lenders, certain entities as original borrowers and certain entities as original guarantors (the "**Senior Facilities Agreement**").
- (B) On 9 May 2018, an intercreditor agreement was entered into between, among others, the Parent as parent, the Vita as company and original debtor, certain entities as senior lenders, certain entities as intra-group lenders, certain entities as original debtors, and the Pledgee as agent and security agent of the finance parties (the "**Intercreditor Agreement**").
- (C) Pursuant to Clause 19.7 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, the Pledgee has independent and separate pecuniary claims against each Debtor (as defined in the Intercreditor Agreement), including, inter alia, Vita Polymers Poland sp. z o.o.
- (D) The parties to this Annex have concluded the agreement for registered pledge and financial pledge over shares in Vita Polymers Poland sp. z o.o. dated 26 July 2018 (the "**Pledge Agreement**").
- (E) In connection with the amendment agreement dated 24 June 2020 relating to the Senior Facilities Agreement under which, among others, the Pledgee agreed to provide additional revolving facility in amount of EUR 15,000,000 (the "**Amendment Agreement**" and the Senior Facilities Agreement amended by the Amendment Agreement as the "**Amended Senior Facilities Agreement**"), the parties to this Annex intend to amend some provisions of the Pledge Agreement in order to reflect the amendments made under the Amendment Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 "**Party**" means a party to this Annex.

- 1.2 Unless otherwise defined, the words and expressions defined in the Amended Senior Facilities Agreement (as defined in the Annex) have the same meaning in this Annex.
- 1.3 Clauses 1.2.1-1.2.4 of the Pledge Agreement shall apply to this Annex as if they have been expressly set out herein (*mutatis mutandis*).
- 1.4 This Annex is a Finance Document (as defined in the Amended Senior Facilities Agreement). This Annex forms an integral part of the Pledge Agreement.

## **2. AMENDMENTS TO THE PLEDGE AGREEMENT**

- 2.1 The Parties to this Annex agree that with effect from the execution of this Annex:

- (a) Clause 2.1.1 shall be amended and read as follows:

"2.1.1 The Pledgor hereby establishes in favour of the Pledgee a first ranking registered pledge over the Shares as security for the repayment of the Secured Claim, up to the maximum secured amount of EUR 217,500,000 (say: two hundred seventeen million five hundred thousand Euros) (the "Registered Pledge")."

- (b) Clause 2.2.4 shall be amended and read as follows:

"2.2.4 The Financial Pledge is being established for the Security Period, however no longer than until 31 December 2028."

- 2.2 Except as stated in section 2.1 of this Annex, all other provisions of the Pledge Agreement shall remain unchanged and in full force and effect.
- 2.3 The Parties agree that the amendments to the Pledge Agreement introduced under this Annex do not constitute a novation (*odnowienie*) in the meaning of article 506 of the Polish Civil Code.

## **3. ENTRY OF THE CHANGE TO THE REGISTERED PLEDGE IN THE REGISTER OF PLEDGES**

- 3.1 The Pledgor shall duly pay for and submit an application to the relevant court to enter the change to the registered pledge in the register of pledges, by disclosing the increased maximum secured amount introduced by this Annex, within 10 (ten) Business Days of the date of this Annex, having first agreed the content of the application with the Pledgee. Immediately after filing the application in the register of pledges, the Pledgor shall provide the Pledgee with a copy of the duly paid and submitted application. If the Pledgee does not receive a copy of the above application within 10 (ten) Business Days from the date of this Annex, it may independently file the application to enter the change to the registered pledge in the register of pledges at the cost of the Pledgor, however such application would not release the Pledgor from its obligation indicated above.
- 3.2 Until the amendment is finally and duly registered in the pledge register, the Pledgor:
- (a) may not withdraw the application for registration of the amendment in the pledge register, unless the Pledgee instructs otherwise;
- (b) shall, at its own cost, take any action which may be required or necessary to duly register the amendment in the pledge register; and

- (c) shall rectify any formal defect in the application for registration of the amendment within the time frames determined by the registration court, after prior consultation with the Pledgee and at the Pledgee's request shall provide the Pledgee with all information and documents required for the rectification of the formal defects in the application for registration of the amendment in the pledge register.

#### **4. SERVICE OF PROCESS**

- 4.1 The Pledgee hereby appoints the following agent in Poland for service of process (*pełnomocnik do doręczeń*) in connection with the registration of the amendments indicated hereunder in the pledge register and any further proceedings regarding the Registered Pledge established under the Pledge Agreement: r. pr. Zofia Frydrychowicz of the law firm Rymarz, Zdort, Gasiński, Her, Iwaniszyn, Miklas, Uziębło i Wspólnicy sp.k., address: ul. Emilii Plater 53, 00-113 Warsaw, Poland.
- 4.2 The Pledgor hereby appoints the following agent in Poland for service of process (*pełnomocnik do doręczeń*) in connection with the registration of the amendments indicated hereunder in the pledge register and any further proceedings regarding the Registered Pledge established under the Pledge Agreement: r. pr. Katarzyna Wacławek of the law firm DLA Piper Giziński Kycia sp. k., address: ul. Pereca 1, 00-849 Warsaw, Poland.

#### **5. MISCELLANEOUS**

- 5.1 If, at any time, any provision of this Annex is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired, subject to article 58 § 3 of the Polish Civil Code.
- 5.2 Any amendments and supplements to this Annex shall be null and void unless made in writing.
- 5.3 The Pledgor shall take any further action and execute any further documents as any Finance Party may reasonably request to give effect to the arrangements contemplated by this Annex.

#### **6. GOVERNING LAW AND JURISDICTION**

##### **6.1 Governing law**

This Annex and any non-contractual obligations arising out of it are governed by, and construed in accordance with, the laws of Poland.

##### **6.2 Jurisdiction**

Any dispute between the Parties arising out of or in connection with this Annex, including any question regarding its existence, construction, validity or termination, shall be resolved by the respective court competent for District Śródmieście of the capital city of Warsaw.

#### **7. LANGUAGE AND COUNTERPARTS**

- 7.1 This Annex is signed in the Polish and English language versions. In the event of any discrepancies between the language versions of this Agreement, the English version shall prevail.

- 7.2 This Annex is signed in 3 (three) identical copies in the Polish language version and 2 (two) identical copies in the English language version: 1 (one) copy in the Polish language version for the registry court, and 1 (one) copy in each language version for the Pledgee and the Pledgor.





## **SIGNATURES**

On behalf of **BARCLAYS BANK PLC** as Pledgee

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(signature)

Full name:

Position:

On behalf of **VITA INTERNATIONAL LIMITED** as Pledgor



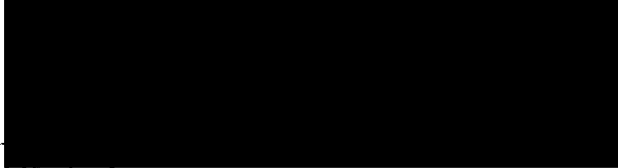
(signature)

Full name: Bartłomiej Palusiak

Position: attorney-in-fact

**SIGNATURES**

On behalf of **BARCLAYS BANK PLC** as Pledgee

A large black rectangular box redacting the signature of the representative of Barclays Bank PLC.

(signature)

Full name: *Emma Shaena*

Position: *VP*

On behalf of **VITA INTERNATIONAL LIMITED** as Pledgor

\_\_\_\_\_  
(signature)

Full name:

Position: attorney-in-fact