



Registration of a Charge

Company name: **VITA INTERNATIONAL LIMITED**

Company number: **00472253**



X9DAGZUY

Received for Electronic Filing: **10/09/2020**

Details of Charge

Date of creation: **04/09/2020**

Charge code: **0047 2253 0016**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **NIL**

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR CERTAIN REDACTIONS THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT. PLEASE NOTE, THE SECURITY AGREEMENT BY THE ENGLISH COMPANY IS IN ANNEX 1.**

Certified by: **STEFFEN GIOLDA OF WEIL GOTSHAL & MANGES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 472253

Charge code: 0047 2253 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2020 and created by VITA INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2020 .

Given at Companies House, Cardiff on 11th September 2020

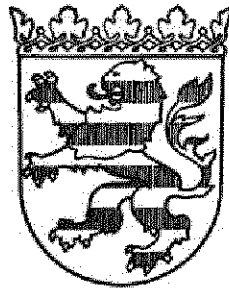
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Recorded

at Frankfurt am Main on 4 September 2020

Before me, the undersigned notary in the district of
the Higher Regional Court of Frankfurt am Main

Dr Bernhard Schütz

with official place of business in
60325 Frankfurt am Main, Bockenheimer Landstraße 13–15,

appeared today, all identified by their valid official photo-identification document:

1. Ms Emel Toluay, attorney-at-law (*Rechtsanwältin*), born on [REDACTED] with business address at DLA Piper UK LLP, Neue Mainzer Straße 6-10, 60311 Frankfurt am Main, acting not in her own name, but – excluding any personal liability – under written powers of attorney, the originals of which were presented at the notarisation and copies of which are attached hereto, which are hereby certified to be true and correct copies of the originals, for and on behalf of
 - a) **Vita International Limited** with registered address at Oldham Road, Middleton, Manchester, M24 2DB, United Kingdom, registered with the Registrar of Companies for England and Wales (Companies House) under company no 00472253,
 - b) **Vita (Germany) GmbH** with its seat at Memmingen and domestic business address at Donaustraße 51, 87700 Memmingen, registered with the commercial register of the local court of Memmingen under HRB 12792,
 - c) **Deutsche Vita Polymere GmbH** with its seat at Lichtenfels and domestic business address at Bamberger Straße 58-60, 96215 Lichtenfels, registered with the commercial register of the local court of Coburg under HRB 1233,
 - d) **Radium Latex GmbH** with its seat at Lage and domestic business address at Triftenstraße 81, 32791 Lage, registered with the commercial register of the local court of Lemgo under HRB 3826,

- e) **Veenendaal Schaumstoffwerk GmbH** with its seat at Lichtenfels and domestic business address at Bamberger Straße 58-60, 96215 Lichtenfels, registered with the commercial register of the local court of Coburg under HRB 1097,
 - f) **Koepp Schaum GmbH** with its seat at Lichtenfels and domestic business address at Bamberger Straße 58-60, 96215 Lichtenfels, registered with the commercial register of the local court of Coburg under HRB 6159,
 - g) **METZELER SCHAUM Gesellschaft mit beschränkter Haftung** with its seat at Memmingen and domestic business address at Donaustraße 51, 87700 Memmingen, registered with the commercial register of the local court of Memmingen under HRB 8257;
2. Mr Steffen Giolda, attorney-at-law (*Rechtsanwalt*), born on [REDACTED], with business address at Weil, Gotshal & Manges LLP, Taunusanlage 1, 60329 Frankfurt am Main, acting not in his own name, but – excluding any personal liability – under a written power of attorney, the original of which was presented at the notarisatioin and a copy of which is attached hereto, which is hereby certified to be a true and correct copy of the original, for and on behalf of
- Barclays Bank PLC**, a public limited company incorporated in England and Wales with registration number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, United Kingdom.

Neither the notary nor the proxies assume any liability as to the validity and/or the scope of the powers of attorney presented and/or the procurement of original copies thereof.

The notary explained the restrictions on officiating pursuant to sec 3 para 1 sentence 1 no 7 of the German Notarisation Act (*BeurkG*) and asked whether there had been a prior involvement within the meaning of the Act. The question was answered in the negative.

The persons appearing requested that this written record be recorded in the English language. The notary, who is in sufficient command of the English language, satisfied himself as to that the persons appearing are in sufficient command of the English language as well.

I. **Confirmation Agreement** **Vita (Germany) GmbH**

The persons appearing – acting on behalf of the parties as set out above – made the declarations contained in the Confirmation Agreement in respect of a Share Pledge Agreement and Junior Share Pledge Agreement relating to the shares in Vita (Germany) GmbH attached hereto as **Annex 1**. The aforesaid agreement is headed by a table of contents which is inserted for ease of reference only and is therefore not subject matter of notarisatioin.

II.
Confirmation Agreement
Deutsche Vita Polymere GmbH

The persons appearing – acting on behalf of the parties as set out above – made the declarations contained in the Confirmation Agreement in respect of a Share Pledge Agreement and Junior Share Pledge Agreement relating to the shares in Deutsche Vita Polymere GmbH attached hereto as **Annex 2**. The aforesaid Agreement is headed by a table of contents which is inserted for ease of reference only and is therefore not subject matter of notarisation.

III.
Confirmation Agreement
Radium Latex GmbH, Veenendaal Schaumstoffwerk GmbH,
Koepp Schaum GmbH and METZELER SCHAUM GmbH

The persons appearing – acting on behalf of the parties as set out above – made the declarations contained in the Confirmation Agreement in respect of a Share Pledge Agreement and Junior Share Pledge Agreement relating to the shares in Radium Latex GmbH, Veenendaal Schaumstoffwerk GmbH, Koepp Schaum GmbH and METZELER SCHAUM Gesellschaft mit beschränkter Haftung attached hereto as **Annex 3**. The aforementioned agreement in respect of a Share Pledge Agreement and Junior Share Pledge Agreement is headed by a table of contents which is inserted for ease of reference only and is therefore not subject matter of notarisation.

IV.
Severability

Each of the Confirmation Agreements contained in **Annexes 1 to 3** hereto shall constitute a separate agreement of security independent from the respective agreements contained in the respective other Annexes and shall be treated as if each of the agreements had been notarised separately. The validity and effectiveness of each Confirmation Agreement shall be independent from the validity and effectiveness of the respective other.

V.
Costs

The notarial fees associated with the recording of the present deed shall be borne by Vita International Limited.

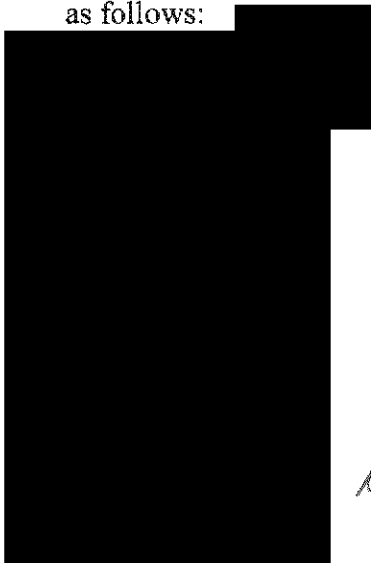
VI.
Notary's Instructions

The Notary advised the persons appearing that

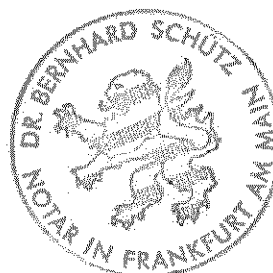
- a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical);
- notwithstanding section 16 para 3 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaft mit beschränkter Haftung*) there is no *bona fide* creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgees are protected if the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party);
- the English original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes;
- the personal data of the persons involved in the present recording will be stored and processed in the notary's office and, within the notary's official capacity, shared with third persons which was agreed to as a matter of precaution; furthermore, the transmission of messages and documents by e-mail was approved of;
- the parties to this agreement will be liable as joint and several debtors for all notarial fees and taxes if any, by operation of law, irrespective of whatever internal agreement has been made in that respect.

VII.
Concluding Statement

The foregoing written record of notarisation including all its Annexes (Confirmation Agreements together with their Schedules 1, excluding, however, their table of contents) was read out aloud by the notary to the persons appearing, was submitted to them for inspection, was approved by them and signed by them and the notary in their own hands as follows:



Notary



Annex 1

to deed no. 984 /2020 S
of the notary Dr Bernhard Schütz in Frankfurt am Main

**CONFIRMATION AGREEMENT IN RESPECT OF A
SHARE PLEDGE AGREEMENT AND
JUNIOR SHARE PLEDGE AGREEMENT**

Dated 4 September 2020

relating to the shares in Vita (Germany) GmbH

between

Vita International Limited
(as Pledgor)

and

Barclays Bank PLC
(as Security Agent)

and

Vita (Germany) GmbH
(as Pledged Company)

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This **CONFIRMATION AGREEMENT IN RESPECT OF A SHARE PLEDGE AGREEMENT AND JUNIOR SHARE PLEDGE AGREEMENT** (the "**Agreement**") is made

BETWEEN:

- (1) **Vita International Limited**, a private limited company, incorporated under the laws of England & Wales and registered with the Companies House under number 00472253, with its business address at Oldham Road, Middleton, Manchester, M24 2DB, United Kingdom as pledgor (the "**Pledgor**");
- (2) **Vita (Germany) GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Memmingen under HRB 12792, with its business address at Donaustraße 51, 87700 Memmingen, Germany as pledged company (the "**Pledged Company**"); and
- (3) **Barclays Bank PLC**, a public limited company incorporated in England and Wales with registration number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, United Kingdom in its capacity as Security Agent under the Secured Debt Documents (each capitalized term as defined below) and as pledgee (the "**Pledgee**").

The Pledgor, the Pledged Company and the Security Agent are together referred to as the "**Parties**" and each of them a "**Party**".

WHEREAS:

- (A) On 9 May 2018 Vita Global Finco Limited (formerly known as Sunshine MidCo Limited) as parent (the "**Parent**"), Barclays Bank PLC as mandated lead arranger, agent (the "**Agent**") and security agent (the "**Security Agent**") and others entered into a EUR 130,000,000 senior facilities agreement (as amended, supplemented, novated and/or restated from time to time, the "**Senior Facilities Agreement**").

- (B) On 9 May 2018 the Parent, the Agent and the Security Agent and others entered into an intercreditor agreement (the "**Intercreditor Agreement**") relating to, *inter alia*, the Senior Facilities Agreement. The terms of the Intercreditor Agreement provide for a separate and independent obligation of each Debtor (as defined below) to pay to the Security Agent, as creditor in its own right and not as representative or trustee of the other Secured Parties (as defined below), sums equal to and in the currency of each amount payable by that Debtor to each of the other Secured Parties under each of the Secured Debt Documents (as defined below) as and when that amount falls due for payment under the relevant Secured Debt Document (as defined below) (the "**Parallel Debt**").
- (C) The Pledgor agreed to pledge its shares in the Pledged Company to the Pledgee as security for the Secured Obligations (as defined below) and to effectuate such pledge, the Pledgor entered into a share pledge agreement dated 26 July 2018 (the "**Original Senior Share Pledge Agreement**").
- (D) Pursuant to an English law governed amendment agreement relating to the Senior Facilities Agreement, entered into between, *inter alios*, Vita Global FinCo Limited (previously known as Sunshine MidCo Limited) as parent and obligors' agent and the Agent on behalf of the finance parties and as security agent on behalf of the secured parties, dated 24 June 2020 (the "**Amendment Agreement**"), the parties intend to increase the total commitments under the revolving credit facility under the Senior Facilities Agreement by an amount of EUR 15,000,000 (the "**Amended Facility Agreement**").
- (E) It is a condition to the first utilisation under the Amended Facility Agreement that the Pledgor enters into this Agreement.
- (F) In order to ensure the continuing effect of the security created under the Original Senior Share Pledge Agreement with respect to the Secured Obligations as increased and/or amended by the Amendment Agreement in connection with the Amended Facility Agreement, the Pledgor has agreed to confirm the pledge created under the Original Senior Share Pledge Agreement and to grant a junior ranking pledge over its shares in the Pledged Company to the Pledgee as security for the Secured Obligations (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"Acceleration Notice" means the Agent (i) cancelling the total commitments at which time they shall immediately be cancelled and/or (ii) declaring that all or part of the utilisations together with accrued interest thereon and all other amounts accrued or outstanding under the finance documents be immediately due and payable and/or (iii) declaring that cash cover in an amount equal to the outstanding amount in respect of any letter of credit is immediately due and payable.

"Affiliate" means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an ancillary facility under the Senior Facilities Agreement.

"Creditors" means the Senior Lenders, the Super Senior Lenders, the Hedge Counterparties, the Agent, the Intra-Group Lenders and the Subordinated Creditors (each of the capitalized terms as defined below).

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the security documents in connection with the Finance Documents, any agreement evidencing the terms of the Liabilities owed intra-group or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent.

"Debtor" means the Pledgor and any person which is or becomes party to the Intercreditor Agreement as a debtor.

"Finance Document" means the Senior Facilities Agreement, the Amended Facility Agreement, any accession deed, any ancillary document, any compliance certificate, any fee letter, any Hedging Agreement, each increase confirmation, the Intercreditor Agreement, any selection notice, any Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and the Parent.

"Group" means the Parent and each of its subsidiaries from time to time.

"Hedge Counterparty" means any person which is or becomes party to the Intercreditor Agreement as a hedge counterparty.

"Hedging Agreement" means, to the extent designated as such by the Parent (in its discretion) and the relevant Hedge Counterparty by notice to the Security Agent, any agreement entered into or to be entered into by a Debtor (or any member of the Group that is to become a Debtor) and a Hedge Counterparty in relation to any derivative or hedging arrangement entered into (or which has or will be allocated), the entry into which is not prohibited by the terms of the Finance Documents at the time the relevant agreement is entered into.

"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements.

"Intra-Group Lenders" means the Parent and Sunshine BidCo Limited, and each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group which becomes a party as an Intra-Group Lender in accordance with the terms of the Intercreditor Agreement.

"Issuing Bank" means any Lender which has notified the Agent that it has agreed to the Parent's request to be an "Issuing Bank" pursuant to the terms of the Senior Facilities Agreement.

"Lender" means (i) an Original Lender; or (ii) any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement, which in each case has not ceased to be a lender.

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those liabilities on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Original Lender" means each of Barclays Bank Plc and Natwest Markets Plc.

"Pari Passu Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Pari Passu Hedging Liabilities.

"Pari Passu Hedging Liabilities" means the Hedging Liabilities other than Super Senior Hedging Liabilities.

"Secured Creditors" means at any time, the Senior Creditors and the Super Senior Creditors at such time.

"Secured Debt Documents" means the Finance Documents, the Super Senior Finance Documents, the Hedging Agreements and any other document designated as such by the Security Agent and the Parent.

"Secured Party" means the Security Agent (or any receiver or delegate of the Security Agent) and any Secured Creditor.

"Senior Creditor" means the Term Lenders and the Pari Passu Hedge Counterparties.

"Senior Lenders" means each Original Lender or any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement.

"Subordinated Creditors" means Sunshine TopCo Limited and any person who has become a party as Subordinated Creditor pursuant to the terms of the Intercreditor Agreement.

"Subordinated Liabilities" means all money and liabilities now or in the future due or owing to any Subordinated Creditor by the Parent or any member of the Group, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interests and all related costs charges and expenses but excluding any amount due to an Affiliate of a Subordinated Creditor which is not a member of the Group that arises in the ordinary course of trade.

"Super Senior Creditors" means the Super Senior Lenders and the Super Senior Hedge Counterparties.

"Super Senior Finance Documents" means the Finance Documents but excluding any Hedging Agreement that constitutes Super Senior Hedging Liabilities.

"Super Senior Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Super Senior Hedging Liabilities.

"Super Senior Hedging Liabilities" means all Liabilities under a Hedging Agreement designated as such by the Parent (in its discretion) and which have not been redesignated as Pari Passu Hedging Liabilities

"Super Senior Lender" means each Senior Lender which has a super senior commitment under the Senior Facilities Agreement, each Issuing Bank and each Ancillary Lender.

"Term Lenders" means each Senior Lender which has a term commitment under the Senior Facilities Agreement.

"Transaction Security Documents" means any document entered into by any member of the Group creating or expressed to create transaction security in connection with the Secured Debt Documents.

In this Agreement, where the context so permits, the singular includes the plural and *vice versa*.

2. CONFIRMATION OF ORIGINAL SENIOR SHARE PLEDGES

- 2.1** The Parties hereby confirm their mutual understanding that the pledges created by the Pledgor pursuant to the Original Senior Share Pledge Agreement continue to exist as security and that the claims of the Finance Parties under the Amended Facility Agreement form part of the Secured Obligations (as defined and described in the Original Senior Share Pledge Agreement).
- 2.2** The parties hereto agree that the Secured Obligations shall include all obligations in connection with the Amended Facility Agreement and shall at all times include any liabilities owing to the Security Agent with respect to the Parallel Debt.
- 2.3** The provisions of the Original Senior Share Pledge Agreement shall continue to be in full force. This Clause 2 only re-confirms and clarifies the Parties' original intention to cover any future extension of the Secured Obligations by way of amendment, supplement or restatement of any of the Finance Documents as Secured Obligations under the Original Senior Share Pledge Agreement and is not to be construed as an amendment of the Original Senior Share Pledge Agreement.
- 2.4** As a matter of utmost precaution (*höchst vorsorglich*) and without prejudice to the confirmations set out in this Clause 2, the Pledgor has agreed to grant to the Pledgee junior ranking pledges over its shares in the Pledged Company pursuant to the terms set out below.

3. PLEDGE OF SHARES

3.1 Pledge

The Pledgor hereby grants junior ranking pledges (*nachrangiges Pfandrecht*) (ranking junior to only the pledges granted under the Original Senior Share Pledge Agreement) to the Security Agent over:

- (a) all of its existing shares in the Pledged Company (the "**Present Shares**");

- (b) all of its shares in the Pledged Company which the Pledgor may acquire in the future by way of share transfer, share split, share combination, an increase of the share capital (including by way of authorised capital (*genehmigtes Kapital*)) of the Pledged Company or by acquisition or otherwise (the "**Future Shares**" and together with the Present Shares, the "**Shares**");
- (c) all ancillary rights and claims with respect to the Shares, in particular, but not limited to the rights to receive dividends (*Gewinnausschüttungen*), liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelte*), repaid capital in the event of a capital decrease (*Kapitalherabsetzung*), any compensation in the event of a termination (*Kündigung*), withdrawal (*Austritt*) or exclusion for good cause (*Ausschluss aus wichtigem Grund*), the surplus in the event of surrender (*Preisgabe*), the repayment claim for any additional capital contributions (*Nachschüsse*) and the right to subscribe for newly issued shares (*Bezugsrecht*); and
- (d) all monetary claims arising under or in connection with any future profit and loss agreement (*Gewinnabführungsvertrag*) or partial profit transfer agreements (*Teilgewinnabführungsvertrag*) entered into by the Pledgor with the Pledged Company.

Together with the Shares, the rights and claims pledged under paragraph (c) and (d) of this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledged Rights**". The pledges created under this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledges**".

3.2 Legal successor

The Pledges of the Future Shares include any Future Shares in the Pledged Company acquired by any legal successor (*Rechtsnachfolger*) of the Pledgor.

3.3 Secured Obligations

- (a) The Pledges shall secure all Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group

and by each Debtor to any Secured Party under the Secured Debt Documents as reflected in the Parallel Debt owed to the Security Agent, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "**Secured Obligations**").

- (b) The term "Secured Debt Documents" as referred to in paragraph 3.3(a) above shall mean the Secured Debt Documents as extended (including by way of increase, split, consolidation or re-tranching of existing tranches or by including new tranches, new payment obligations or by extension of term) from time to time, to which the Pledgor hereby expressly consents. The Pledgor hereby expressly agrees that the provisions of Section 1210 (1) sent. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") shall not apply to this Agreement.
- (c) The Secured Obligations shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*), tort (*Delikt*) or arising from the insolvency administrator's discretion to perform obligations in agreements according to Section 103 of the German Insolvency Act (*Insolvenzordnung*, "**InsO**").

3.4 Acceptance of Pledges

The Security Agent hereby accepts the Pledges.

4. DIVIDENDS AND OTHER MONETARY CLAIMS

4.1 Authorisation

The Pledgor shall be authorised to receive and retain any dividends (whether in cash or in kind) and other distributions and monetary claims arising under or in connection with any future profit and loss agreement or partial profit transfer agreement distributed in respect of the Shares until the Security Agent revokes such authorisation in accordance with and pursuant to Clause 4.2 (*Revocation*) below.

4.2 Revocation

The Security Agent may revoke the authorisation under Clause 4.1 (*Authorisation*) above by giving notice towards either the Pledged Company or the Pledgor upon the occurrence of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below). In the event of a revocation notice given to the Pledged Company, the Security Agent shall provide the Pledgor with a copy of such revocation. In the event of a revocation notice given to the Pledgor, the Security Agent shall provide the Pledged Company with a copy of such revocation.

4.3 Upon revocation in accordance with Clause 4.2 (*Revocation*) above, the following applies:

- (a) The Pledged Company will pay any monies subsequently distributed as dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement in respect of the Shares into an account of the Pledgor with the Security Agent (or another bank determined by the Security Agent), such account being pledged in favour of the Security Agent. If the Pledged Company does not pay such monies to such account, but to another account of the Pledgor, the Pledgor will transfer such monies to such account. The Pledgor is not entitled to withdraw any amounts from this account without the prior written consent of the Security Agent.
- (b) The Pledgor will grant a first ranking security interest in favour of the Security Agent over any non-cash dividends or other distributions (in whatever form) subsequently received, receivable or otherwise distributed in respect of the Shares.
- (c) If the Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) has been waived or cured or is otherwise no longer outstanding, the Security Agent's right to hold the dividends or other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security will cease and the Security Agent will release to the relevant Pledgor the amounts held in the account referred to in this Clause 4.3 and the security interests over the dividends or other distributions.

- (d) In the event of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) the Security Agent may apply any dividends and other distributions and any monetary claims arising under or in connection with any future profit and loss agreement received pursuant to paragraph 4.3(a) in satisfaction of the Secured Obligations (the right to treat the dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security for the Secured Obligations remains unaffected).

4.4 Membership rights, in particular voting rights

The membership rights, in particular the voting rights attached to the Shares, shall as long as the Pledgor is owner of the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in such way that it does not materially adversely affect the validity or enforceability of the Pledges.

5. NOTIFICATION OF PLEDGES

The Pledgor hereby notifies the Pledged Company of the Pledges in accordance with the relevant notification requirements under the law concerning companies with limited liability and Section 1280 BGB. The Pledged Company hereby acknowledges such notification and the Pledge.

6. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent that on the date hereof, that the description of the Present Shares in Schedule 1 (*Present Shares*) is complete, true and correct in all material aspects and the share capital of the Pledged Company has not been repaid in any way.

7. UNDERTAKINGS

The Pledgor undertakes to the Security Agent from the date of this Agreement and during the whole term of this Agreement (unless agreed otherwise between the Parties in writing):

- (a) to promptly (*unverzüglich*) notify the Security Agent in writing of any change in the share-holding in or share capital of the Pledged Company and to promptly deliver to the Security Agent a copy of the updated shareholders list (*Gesellschafterliste*) and a copy of the amended articles of association (*Satzung*) both as filed (*aufgenommen*) with the commercial register (*Handelsregister*);
- (b) to promptly notify the Security Agent of any encumbrance over the Shares (or part of them); and
- (c) to promptly (*unverzüglich*) inform the Security Agent of any attachments (*Pfändung*) in respect of any of the Shares or any part thereof or any other events, circumstances or measures which are reasonably likely to impair or jeopardize the validity or enforceability of the Pledges. In the event of an attachment, the Pledgor undertakes to promptly forward to the Security Agent a copy of the attachment order (*Pfändungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary or expedient for a defense against the attachment. The Pledgor shall promptly inform the attaching creditor of the Pledges constituted hereunder.

8. ENFORCEMENT OF PLEDGES

8.1 Enforcement Event

If (i) the Secured Obligations become due and payable in whole or in part (*Pfandreife*) and are not discharged and (ii) an Acceleration Notice has been given and such notice or its effects have not been withdrawn or terminated but remain outstanding (an "**Enforcement Event**"), the Security Agent is entitled to enforce any and all rights under this Agreement in its own name and for its own account.

8.2 Procedure

(a) Collection

- (i) Upon the occurrence of an Enforcement Event the Security Agent may immediately avail itself of all rights and remedies of a pledgee upon default under the laws of the Federal Republic of Germany, in particular as set forth in Sections 1273 (2), 1204 et. seq. BGB including, without limitation, the right to cause the Shares to be sold at a public auction (*öffentliche Versteigerung*). The public auction may be held at any place in the Federal Republic of Germany which will be determined by the Security Agent. Section 1237 sent. 2 BGB shall not apply.
- (ii) The Pledgor expressly agrees that, in case the Security Agent seeks enforcement, notwithstanding Section 1277 sent. 1 BGB no prior obtaining of an enforceable court order (*vollstreckbarer Titel*) will be required.

(b) Notification of Enforcement

The Security Agent shall notify the Pledgor one (1) week prior to any enforcement of the Pledges of its intention to realise the security interests granted hereunder unless

- (i) the Pledgor generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of a Pledgor or the Pledged Company; or
- (iii) there is reason to believe that observance of the notice period will materially and adversely affect the enforceability of the security interest of the Security Agent,

in which cases no notification of the Pledgor will be required. No further notices are required to initiate the enforcement of the Pledge.

8.3 Selection

The Security Agent may, at its sole discretion:

- (a) determine the place in the Federal Republic of Germany where a public auction shall be held;
- (b) determine which of several security interests (*persönliche oder dingliche Sicherheiten*), created under this Agreement or the Secured Debt Documents, shall be realised to satisfy the Secured Obligations;
- (c) realise more Pledged Rights than are necessary to satisfy the Secured Obligations, therefore the Pledgor hereby waives the requirement under Section 1230 sent. 2 BGB; and
- (d) sell several pledged rights, whether pledged under this Agreement or other agreements
 - (i) separately by separate public auctions (*mehrere Einzelversteigerungen*);
or
 - (ii) collectively by a single public auction (*Gesamtversteigerung*) to a single bidder.

8.4 Assistance

The Pledgor will, following an Enforcement Event, render at its own expense all assistance which the Security Agent considers necessary or expedient in order to facilitate the enforcement of the Pledges in the event the Security Agent seeks the enforcement of the Pledges in accordance with the terms of this Agreement and the statutory provisions.

8.5 Recourse claims

- (a) Section 1225 BGB shall not apply and no right of the Security Agent shall pass to the Pledgor as a result of the enforcement of the Pledges or any payment made by the Pledgor in respect of any Secured Obligations.
- (b) The Pledgor undertakes vis-à-vis the Security Agent and the Pledged Company not to seek satisfaction for any other recourse claim it may have against any other Debtor and hereby waives any such rights.

9. RELEASE (PFANDFREIGABE)

Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent will as soon as reasonably practicable upon request and at the cost and the expense of the Pledgor declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the Parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietät*), cease to exist by operation of German mandatory law.

10. WAIVER OF DEFENCES

The Pledgor hereby expressly waives all defences pursuant to Sections 770 (1) and (2), 1211, 1273 BGB.

11. CONTINUATION

11.1 Continuing security

This Agreement shall create continuing security and any change or amendment whatsoever to the Secured Debt Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it. The same applies, for the avoidance of doubt, in the event of a temporary expiration of the Secured Obligations.

11.2 Transfer

Waiving Section 418 BGB (applied by analogy), the Pledgor agrees that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any Debtor arising under or in connection with the Secured Debt Documents to, or by, any third party.

11.3 Substitution of the Security Agent and assignment to third parties

The Pledgor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Pledgor to create new pledges over any shares in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement, to which the Pledgor hereby explicitly consents. The Pledgor shall not be entitled to assign or transfer any of its rights under this Agreement without the consent of the Security Agent unless such assignment or transfer is the result of any legal succession.

12. WAIVERS

No failure or delay by the Security Agent in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

13. NOTICES AND COMMUNICATION

Any notice and other communication made under or in connection with the matters contemplated by this Agreement must be made in the English language either in writing (by letter), by electronic mail or attached as an electronic photocopy to

electronic mail requiring confirmation of receipt either in writing or by electronic mail, respectively. Until a change of address has been notified to the other Parties hereto in writing, any communication under this Agreement must be sent:

(a) if directed to the Pledgor and/or the Pledged Company, to:

Address: Oldham Road, Middleton, Manchester M24 2DB
Email: doriordan@thevitagroup.com /
bridget.groarke@thevitagroup.com
Attention: Daniel O’Riordan / Bridget Groarke

(b) if directed to the Security Agent, to:

Address: 1 Churchill Place, Canary Wharf, London, E14 5HP
Email: loans.agency@barclays.com
Attention: Head of EME Loans Agency

13.2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting, and (ii) in case of a transmission via email, on the business day in the country of receipt immediately following the date of its dispatch.

13.3 Save for the notice pursuant to Section 1280 BGB, any notice given under or in connection with this Agreement must be in English. All other documents provided under or in connection with this Agreement must be in English, or, if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

14. MISCELLANEOUS

14.1 Interpretation

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

14.2 Remedies cumulative

No failure or delay on the part of the Security Agent 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.

14.3 Partial invalidity

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and the Secured Debt Documents is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

14.4 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 14.4 are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted attached as an electronic photocopy to an electronic mail shall be sufficient. However, in the case of electronic photocopies attached to electronic mail, any Party may require that any declaration made by electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all Parties sign an original copy of such agreement.

14.5 Governing law

The Parties understand that this Agreement is governed by the laws of the Federal Republic of Germany.

14.6 Jurisdiction

The courts of Frankfurt am Main, Germany 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; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Obligations). This Clause 14.6 is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

15. COSTS AND EXPENSES

The Pledgor shall bear all costs, charges, fees and expenses triggered by this Agreement and reimburse the Security Agent for the amount of all costs and expenses (including legal fees) incurred in connection with its negotiation, preparation, execution and amendments.

SCHEDULE 1

Present Shares

Name of Pledged Company	Owner of the Present Shares	Share capital (Stammkapital)	Number of shares
Vita (Germany) GmbH	Vita International Limited	EUR 25,000	2

Annex 2

to deed no. 984 /2020 S
of the notary Dr Bernhard Schütz in Frankfurt am Main

**CONFIRMATION AGREEMENT IN RESPECT OF A
SHARE PLEDGE AGREEMENT AND
JUNIOR SHARE PLEDGE AGREEMENT**

Dated 4 September 2020

relating to the shares in Deutsche Vita Polymere GmbH

between

Vita (Germany) GmbH
(as Pledgor)

and

Barclays Bank PLC
(as Security Agent)

and

Deutsche Vita Polymere GmbH
(as Pledged Company)

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This **CONFIRMATION AGREEMENT IN RESPECT OF A SHARE PLEDGE AGREEMENT AND JUNIOR SHARE PLEDGE AGREEMENT** (the "**Agreement**") is made

BETWEEN:

- (1) **Vita (Germany) GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Memmingen under HRB 12792, with its business address at Donaustraße 51, 87700 Memmingen, Germany as pledgor (the "**Pledgor**");
- (2) **Deutsche Vita Polymere GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1233, with its business address at Bamberger Straße 58-60, 96215 Lichtenfels, Germany as pledged company (the "**Pledged Company**"); and
- (3) **Barclays Bank PLC**, a public limited company incorporated in England and Wales with registration number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, United Kingdom in its capacity as Security Agent under the Secured Debt Documents (each capitalized term as defined below) and as pledgee (the "**Pledgee**").

The Pledgor, the Pledged Company and the Security Agent are together referred to as the "**Parties**" and each of them a "**Party**".

WHEREAS:

- (A) On 9 May 2018 Vita Global Finco Limited (formerly known as Sunshine MidCo Limited) as parent (the "**Parent**"), Barclays Bank PLC as mandated lead arranger, agent (the "**Agent**") and security agent (the "**Security Agent**") and others entered into a EUR 130,000,000 senior facilities agreement (as amended, supplemented, novated and/or restated from time to time, the "**Senior Facilities Agreement**").

- (B) On 9 May 2018 the Parent, the Agent and the Security Agent and others entered into an intercreditor agreement (the "**Intercreditor Agreement**") relating to, *inter alia*, the Senior Facilities Agreement. The terms of the Intercreditor Agreement provide for a separate and independent obligation of each Debtor (as defined below) to pay to the Security Agent, as creditor in its own right and not as representative or trustee of the other Secured Parties (as defined below), sums equal to and in the currency of each amount payable by that Debtor to each of the other Secured Parties under each of the Secured Debt Documents (as defined below) as and when that amount falls due for payment under the relevant Secured Debt Document (as defined below) (the "**Parallel Debt**").
- (C) The Pledgor agreed to pledge its shares in the Pledged Company to the Pledgee as security for the Secured Obligations (as defined below) and to effectuate such pledge, the Pledgor entered into a share pledge agreement dated 26 July 2018 (the "**Original Senior Share Pledge Agreement**").
- (D) Pursuant to an English law governed amendment agreement relating to the Senior Facilities Agreement, entered into between, *inter alios*, Vita Global FinCo Limited (previously known as Sunshine MidCo Limited) as parent and obligors' agent and the Agent on behalf of the finance parties and as security agent on behalf of the secured parties, dated 24 June 2020 (the "**Amendment Agreement**"), the parties intend to increase the total commitments under the revolving credit facility under the Senior Facilities Agreement by an amount of EUR 15,000,000 (the "**Amended Facility Agreement**").
- (E) It is a condition to the first utilisation under the Amended Facility Agreement that the Pledgor enters into this Agreement.
- (F) In order to ensure the continuing effect of the security created under the Original Senior Share Pledge Agreement with respect to the Secured Obligations as increased and/or amended by the Amendment Agreement in connection with the Amended Facility Agreement, the Pledgor has agreed to confirm the pledge created under the Original Senior Share Pledge Agreement and to grant a junior ranking pledge over its shares in the Pledged Company to the Pledgee as security for the Secured Obligations (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"Acceleration Notice" means the Agent (i) cancelling the total commitments at which time they shall immediately be cancelled and/or (ii) declaring that all or part of the utilisations together with accrued interest thereon and all other amounts accrued or outstanding under the finance documents be immediately due and payable and/or (iii) declaring that cash cover in an amount equal to the outstanding amount in respect of any letter of credit is immediately due and payable.

"Affiliate" means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an ancillary facility under the Senior Facilities Agreement.

"Creditors" means the Senior Lenders, the Super Senior Lenders, the Hedge Counterparties, the Agent, the Intra-Group Lenders and the Subordinated Creditors (each of the capitalized terms as defined below).

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the security documents in connection with the Finance Documents, any agreement evidencing the terms of the Liabilities owed intra-group or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent.

"Debtor" means the Pledgor and any person which is or becomes party to the Intercreditor Agreement as a debtor.

"Finance Document" means the Senior Facilities Agreement, the Amended Facility Agreement, any accession deed, any ancillary document, any compliance certificate, any fee letter, any Hedging Agreement, each increase confirmation, the Intercreditor Agreement, any selection notice, any Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and the Parent.

"Group" means the Parent and each of its subsidiaries from time to time.

"Hedge Counterparty" means any person which is or becomes party to the Intercreditor Agreement as a hedge counterparty.

"Hedging Agreement" means, to the extent designated as such by the Parent (in its discretion) and the relevant Hedge Counterparty by notice to the Security Agent, any agreement entered into or to be entered into by a Debtor (or any member of the Group that is to become a Debtor) and a Hedge Counterparty in relation to any derivative or hedging arrangement entered into (or which has or will be allocated), the entry into which is not prohibited by the terms of the Finance Documents at the time the relevant agreement is entered into.

"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements.

"Intra-Group Lenders" means the Parent and Sunshine BidCo Limited, and each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group which becomes a party as an Intra-Group Lender in accordance with the terms of the Intercreditor Agreement.

"Issuing Bank" means any Lender which has notified the Agent that it has agreed to the Parent's request to be an "Issuing Bank" pursuant to the terms of the Senior Facilities Agreement.

"Lender" means (i) an Original Lender; or (ii) any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement, which in each case has not ceased to be a lender.

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those liabilities on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Original Lender" means each of Barclays Bank Plc and Natwest Markets Plc.

"Pari Passu Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Pari Passu Hedging Liabilities.

"Pari Passu Hedging Liabilities" means the Hedging Liabilities other than Super Senior Hedging Liabilities.

"Secured Creditors" means at any time, the Senior Creditors and the Super Senior Creditors at such time.

"Secured Debt Documents" means the Finance Documents, the Super Senior Finance Documents, the Hedging Agreements and any other document designated as such by the Security Agent and the Parent.

"Secured Party" means the Security Agent (or any receiver or delegate of the Security Agent) and any Secured Creditor.

"Senior Creditor" means the Term Lenders and the Pari Passu Hedge Counterparties.

"Senior Lenders" means each Original Lender or any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement.

"Subordinated Creditors" means Sunshine TopCo Limited and any person who has become a party as Subordinated Creditor pursuant to the terms of the Intercreditor Agreement.

"Subordinated Liabilities" means all money and liabilities now or in the future due or owing to any Subordinated Creditor by the Parent or any member of the Group, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interests and all related costs charges and expenses but excluding any amount due to an Affiliate of a Subordinated Creditor which is not a member of the Group that arises in the ordinary course of trade.

"Super Senior Creditors" means the Super Senior Lenders and the Super Senior Hedge Counterparties.

"Super Senior Finance Documents" means the Finance Documents but excluding any Hedging Agreement that constitutes Super Senior Hedging Liabilities.

"Super Senior Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Super Senior Hedging Liabilities.

"Super Senior Hedging Liabilities" means all Liabilities under a Hedging Agreement designated as such by the Parent (in its discretion) and which have not been redesignated as Pari Passu Hedging Liabilities

"Super Senior Lender" means each Senior Lender which has a super senior commitment under the Senior Facilities Agreement, each Issuing Bank and each Ancillary Lender.

"Term Lenders" means each Senior Lender which has a term commitment under the Senior Facilities Agreement.

"Transaction Security Documents" means any document entered into by any member of the Group creating or expressed to create transaction security in connection with the Secured Debt Documents.

In this Agreement, where the context so permits, the singular includes the plural and *vice versa*.

2. CONFIRMATION OF ORIGINAL SENIOR SHARE PLEDGES

- 2.1** The Parties hereby confirm their mutual understanding that the pledges created by the Pledgor pursuant to the Original Senior Share Pledge Agreement continue to exist as security and that the claims of the Finance Parties under the Amended Facility Agreement form part of the Secured Obligations (as defined and described in the Original Senior Share Pledge Agreement).
- 2.2** The parties hereto agree that the Secured Obligations shall include all obligations in connection with the Amended Facility Agreement and shall at all times include any liabilities owing to the Security Agent with respect to the Parallel Debt.
- 2.3** The provisions of the Original Senior Share Pledge Agreement shall continue to be in full force. This Clause 2 only re-confirms and clarifies the Parties' original intention to cover any future extension of the Secured Obligations by way of amendment, supplement or restatement of any of the Finance Documents as Secured Obligations under the Original Senior Share Pledge Agreement and is not to be construed as an amendment of the Original Senior Share Pledge Agreement.
- 2.4** As a matter of utmost precaution (*höchst vorsorglich*) and without prejudice to the confirmations set out in this Clause 2, the Pledgor has agreed to grant to the Pledgee junior ranking pledges over its shares in the Pledged Company pursuant to the terms set out below.

3. PLEDGE OF SHARES

3.1 Pledge

The Pledgor hereby grants junior ranking pledges (*nachrangiges Pfandrecht*) (ranking junior to only the pledges granted under the Original Senior Share Pledge Agreement) to the Security Agent over:

- (a) all of its existing shares in the Pledged Company (the "**Present Shares**");

- (b) all of its shares in the Pledged Company which the Pledgor may acquire in the future by way of share transfer, share split, share combination, an increase of the share capital (including by way of authorised capital (*genehmigtes Kapital*)) of the Pledged Company or by acquisition or otherwise (the "**Future Shares**" and together with the Present Shares, the "**Shares**");
- (c) all ancillary rights and claims with respect to the Shares, in particular, but not limited to the rights to receive dividends (*Gewinnausschüttungen*), liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelte*), repaid capital in the event of a capital decrease (*Kapitalherabsetzung*), any compensation in the event of a termination (*Kündigung*), withdrawal (*Austritt*) or exclusion for good cause (*Ausschluss aus wichtigem Grund*), the surplus in the event of surrender (*Preisgabe*), the repayment claim for any additional capital contributions (*Nachschüsse*) and the right to subscribe for newly issued shares (*Bezugsrecht*); and
- (d) all monetary claims arising under or in connection with any future profit and loss agreement (*Gewinnabführungsvertrag*) or partial profit transfer agreements (*Teilgewinnabführungsvertrag*) entered into by the Pledgor with the Pledged Company.

Together with the Shares, the rights and claims pledged under paragraph (c) and (d) of this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledged Rights**". The pledges created under this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledges**".

3.2 Legal successor

The Pledges of the Future Shares include any Future Shares in the Pledged Company acquired by any legal successor (*Rechtsnachfolger*) of the Pledgor.

3.3 Secured Obligations

- (a) The Pledges shall secure all Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group

and by each Debtor to any Secured Party under the Secured Debt Documents as reflected in the Parallel Debt owed to the Security Agent, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "**Secured Obligations**").

- (b) The term "Secured Debt Documents" as referred to in paragraph 3.3(a) above shall mean the Secured Debt Documents as extended (including by way of increase, split, consolidation or re-tranching of existing tranches or by including new tranches, new payment obligations or by extension of term) from time to time, to which the Pledgor hereby expressly consents. The Pledgor hereby expressly agrees that the provisions of Section 1210 (1) sent. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") shall not apply to this Agreement.
- (c) The Secured Obligations shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*), tort (*Delikt*) or arising from the insolvency administrator's discretion to perform obligations in agreements according to Section 103 of the German Insolvency Act (*Insolvenzordnung*, "**InsO**").

3.4 Acceptance of Pledges

The Security Agent hereby accepts the Pledges.

4. DIVIDENDS AND OTHER MONETARY CLAIMS

4.1 Authorisation

The Pledgor shall be authorised to receive and retain any dividends (whether in cash or in kind) and other distributions and monetary claims arising under or in connection with any future profit and loss agreement or partial profit transfer agreement distributed in respect of the Shares until the Security Agent revokes such authorisation in accordance with and pursuant to Clause 4.2 (*Revocation*) below.

4.2 Revocation

The Security Agent may revoke the authorisation under Clause 4.1 (*Authorisation*) above by giving notice towards either the Pledged Company or the Pledgor upon the occurrence of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below). In the event of a revocation notice given to the Pledged Company, the Security Agent shall provide the Pledgor with a copy of such revocation. In the event of a revocation notice given to the Pledgor, the Security Agent shall provide the Pledged Company with a copy of such revocation.

4.3 Upon revocation in accordance with Clause 4.2 (*Revocation*) above, the following applies:

- (a) The Pledged Company will pay any monies subsequently distributed as dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement in respect of the Shares into an account of the Pledgor with the Security Agent (or another bank determined by the Security Agent), such account being pledged in favour of the Security Agent. If the Pledged Company does not pay such monies to such account, but to another account of the Pledgor, the Pledgor will transfer such monies to such account. The Pledgor is not entitled to withdraw any amounts from this account without the prior written consent of the Security Agent.
- (b) The Pledgor will grant a first ranking security interest in favour of the Security Agent over any non-cash dividends or other distributions (in whatever form) subsequently received, receivable or otherwise distributed in respect of the Shares.
- (c) If the Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) has been waived or cured or is otherwise no longer outstanding, the Security Agent's right to hold the dividends or other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security will cease and the Security Agent will release to the relevant Pledgor the amounts held in the account referred to in this Clause 4.3 and the security interests over the dividends or other distributions.

- (d) In the event of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) the Security Agent may apply any dividends and other distributions and any monetary claims arising under or in connection with any future profit and loss agreement received pursuant to paragraph 4.3(a) in satisfaction of the Secured Obligations (the right to treat the dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security for the Secured Obligations remains unaffected).

4.4 Membership rights, in particular voting rights

The membership rights, in particular the voting rights attached to the Shares, shall as long as the Pledgor is owner of the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in such way that it does not materially adversely affect the validity or enforceability of the Pledges.

5. NOTIFICATION OF PLEDGES

The Pledgor hereby notifies the Pledged Company of the Pledges in accordance with the relevant notification requirements under the law concerning companies with limited liability and Section 1280 BGB. The Pledged Company hereby acknowledges such notification and the Pledge.

6. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent that on the date hereof, that the description of the Present Shares in Schedule 1 (*Present Shares*) is complete, true and correct in all material aspects and the share capital of the Pledged Company has not been repaid in any way.

7. UNDERTAKINGS

The Pledgor undertakes to the Security Agent from the date of this Agreement and during the whole term of this Agreement (unless agreed otherwise between the Parties in writing):

- (a) to promptly (*unverzüglich*) notify the Security Agent in writing of any change in the share-holding in or share capital of the Pledged Company and to promptly deliver to the Security Agent a copy of the updated shareholders list (*Gesellschafterliste*) and a copy of the amended articles of association (*Satzung*) both as filed (*aufgenommen*) with the commercial register (*Handelsregister*);
- (b) to promptly notify the Security Agent of any encumbrance over the Shares (or part of them); and
- (c) to promptly (*unverzüglich*) inform the Security Agent of any attachments (*Pfändung*) in respect of any of the Shares or any part thereof or any other events, circumstances or measures which are reasonably likely to impair or jeopardize the validity or enforceability of the Pledges. In the event of an attachment, the Pledgor undertakes to promptly forward to the Security Agent a copy of the attachment order (*Pfändungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary or expedient for a defense against the attachment. The Pledgor shall promptly inform the attaching creditor of the Pledges constituted hereunder.

8. ENFORCEMENT OF PLEDGES

8.1 Enforcement Event

If (i) the Secured Obligations become due and payable in whole or in part (*Pfandreife*) and are not discharged and (ii) an Acceleration Notice has been given and such notice or its effects have not been withdrawn or terminated but remain outstanding (an "**Enforcement Event**"), the Security Agent is entitled to enforce any and all rights under this Agreement in its own name and for its own account.

8.2 Procedure

(a) Collection

- (i) Upon the occurrence of an Enforcement Event the Security Agent may immediately avail itself of all rights and remedies of a pledgee upon default under the laws of the Federal Republic of Germany, in particular as set forth in Sections 1273 (2), 1204 et. seq. BGB including, without limitation, the right to cause the Shares to be sold at a public auction (*öffentliche Versteigerung*). The public auction may be held at any place in the Federal Republic of Germany which will be determined by the Security Agent. Section 1237 sent. 2 BGB shall not apply.
- (ii) The Pledgor expressly agrees that, in case the Security Agent seeks enforcement, notwithstanding Section 1277 sent. 1 BGB no prior obtaining of an enforceable court order (*vollstreckbarer Titel*) will be required.

(b) Notification of Enforcement

The Security Agent shall notify the Pledgor one (1) week prior to any enforcement of the Pledges of its intention to realise the security interests granted hereunder unless

- (i) the Pledgor generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of a Pledgor or the Pledged Company; or
- (iii) there is reason to believe that observance of the notice period will materially and adversely affect the enforceability of the security interest of the Security Agent,

in which cases no notification of the Pledgor will be required. No further notices are required to initiate the enforcement of the Pledge.

8.3 Selection

The Security Agent may, at its sole discretion:

- (a) determine the place in the Federal Republic of Germany where a public auction shall be held;
- (b) determine which of several security interests (*persönliche oder dingliche Sicherheiten*), created under this Agreement or the Secured Debt Documents, shall be realised to satisfy the Secured Obligations;
- (c) realise more Pledged Rights than are necessary to satisfy the Secured Obligations, therefore the Pledgor hereby waives the requirement under Section 1230 sent. 2 BGB; and
- (d) sell several pledged rights, whether pledged under this Agreement or other agreements
 - (i) separately by separate public auctions (*mehrere Einzelversteigerungen*);
or
 - (ii) collectively by a single public auction (*Gesamtversteigerung*) to a single bidder.

8.4 Assistance

The Pledgor will, following an Enforcement Event, render at its own expense all assistance which the Security Agent considers necessary or expedient in order to facilitate the enforcement of the Pledges in the event the Security Agent seeks the enforcement of the Pledges in accordance with the terms of this Agreement and the statutory provisions.

8.5 Recourse claims

- (a) Section 1225 BGB shall not apply and no right of the Security Agent shall pass to the Pledgor as a result of the enforcement of the Pledges or any payment made by the Pledgor in respect of any Secured Obligations.
- (b) The Pledgor undertakes vis-à-vis the Security Agent and the Pledged Company not to seek satisfaction for any other recourse claim it may have against any other Debtor and hereby waives any such rights.

9. RELEASE (PFANDFREIGABE)

Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent will as soon as reasonably practicable upon request and at the cost and the expense of the Pledgor declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the Parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietät*), cease to exist by operation of German mandatory law.

10. WAIVER OF DEFENCES

The Pledgor hereby expressly waives all defences pursuant to Sections 770 (1) and (2), 1211, 1273 BGB.

11. CONTINUATION

11.1 Continuing security

This Agreement shall create continuing security and any change or amendment whatsoever to the Secured Debt Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it. The same applies, for the avoidance of doubt, in the event of a temporary expiration of the Secured Obligations.

11.2 Transfer

Waiving Section 418 BGB (applied by analogy), the Pledgor agrees that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any Debtor arising under or in connection with the Secured Debt Documents to, or by, any third party.

11.3 Substitution of the Security Agent and assignment to third parties

The Pledgor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Pledgor to create new pledges over any shares in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement, to which the Pledgor hereby explicitly consents. The Pledgor shall not be entitled to assign or transfer any of its rights under this Agreement without the consent of the Security Agent unless such assignment or transfer is the result of any legal succession.

12. WAIVERS

No failure or delay by the Security Agent in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

13. NOTICES AND COMMUNICATION

Any notice and other communication made under or in connection with the matters contemplated by this Agreement must be made in the English language either in writing (by letter), by electronic mail or attached as an electronic photocopy to

electronic mail requiring confirmation of receipt either in writing or by electronic mail, respectively. Until a change of address has been notified to the other Parties hereto in writing, any communication under this Agreement must be sent:

(a) if directed to the Pledgor and/or the Pledged Company, to:

Address: Oldham Road, Middleton, Manchester M24 2DB
Email: doriordan@thevitagroup.com /
bridget.groarke@thevitagroup.com
Attention: Daniel O’Riordan / Bridget Groarke

(b) if directed to the Security Agent, to:

Address: 1 Churchill Place, Canary Wharf, London, E14 5HP
Email: loans.agency@barclays.com
Attention: Head of EME Loans Agency

13.2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting, and (ii) in case of a transmission via email, on the business day in the country of receipt immediately following the date of its dispatch.

13.3 Save for the notice pursuant to Section 1280 BGB, any notice given under or in connection with this Agreement must be in English. All other documents provided under or in connection with this Agreement must be in English, or, if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

14. MISCELLANEOUS

14.1 Interpretation

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

14.2 Remedies cumulative

No failure or delay on the part of the Security Agent 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.

14.3 Partial invalidity

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and the Secured Debt Documents is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

14.4 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 14.4 are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted attached as an electronic photocopy to an electronic mail shall be sufficient. However, in the case of electronic photocopies attached to electronic mail, any Party may require that any declaration made by electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all Parties sign an original copy of such agreement.

14.5 Governing law

The Parties understand that this Agreement is governed by the laws of the Federal Republic of Germany.

14.6 Jurisdiction

The courts of Frankfurt am Main, Germany 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; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Obligations). This Clause 14.6 is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

15. COSTS AND EXPENSES

The Pledgor shall bear all costs, charges, fees and expenses triggered by this Agreement and reimburse the Security Agent for the amount of all costs and expenses (including legal fees) incurred in connection with its negotiation, preparation, execution and amendments.

SCHEDULE 1

Present Shares

Name of Pledged Company	Owner of the Present Shares	Share capital (<i>Stammkapital</i>)	Number of shares
Deutsche Vita Polymere GmbH	Vita (Germany) GmbH	EUR 5,113,000	2

Annex 3

to deed no. 984 / 2020 S
of the notary Dr Bernhard Schütz in Frankfurt am Main

**CONFIRMATION AGREEMENT IN RESPECT OF A
SHARE PLEDGE AGREEMENT AND
JUNIOR SHARE PLEDGE AGREEMENT**

Dated 4 September 2020

**relating to the shares in
Radium Latex GmbH
Veenendaal Schaumstoffwerk GmbH
Koepp Schaum GmbH
METZELER SCHAUM Gesellschaft mit beschränkter Haftung**

between

**Deutsche Vita Polymere GmbH
(as Pledgor)**

and

**Barclays Bank PLC
(as Security Agent)**

and

**Radium Latex GmbH
Veenendaal Schaumstoffwerk GmbH
Koepp Schaum GmbH
METZELER SCHAUM Gesellschaft mit beschränkter Haftung
(as Pledged Companies)**

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This **CONFIRMATION AGREEMENT IN RESPECT OF A SHARE PLEDGE AGREEMENT AND JUNIOR SHARE PLEDGE AGREEMENT** (the "Agreement") is made

BETWEEN:

- (1) **Deutsche Vita Polymere GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1233, with its business address at Bamberger Straße 58-60, 96215 Lichtenfels, Germany as pledgor (the "**Pledgor**");
- (2) **Radium Latex GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Lemgo under HRB 3826, with its business address at Triftenstraße 81, 32791 Lage, Germany as pledged company (the "**Pledged Company 1**");
- (3) **Veenendaal Schaumstoffwerk GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1097, with its business address at Bamberger Straße 58-60, 96215 Lichtenfels, Germany as pledged company (the "**Pledged Company 2**");
- (4) **Koepp Schaum GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 6159, with its business address at Bamberger Str. 58, 96215 Lichtenfels, Germany as pledged company (the "**Pledged Company 3**");
- (5) **METZELER SCHAUM Gesellschaft mit beschränkter Haftung**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Memmingen under HRB 8257, with its business address at

Donaustraße 51, 87700 Memmingen, Germany as pledged company (the "**Pledged Company 4**") and together with the Pledged Company 1, Pledged Company 2 and Pledged Company 3 the "**Pledged Companies**" and each a "**Pledged Company**"; and

- (6) **Barclays Bank PLC**, a public limited company incorporated in England and Wales with registration number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, United Kingdom in its capacity as Security Agent under the Secured Debt Documents (each capitalized term as defined below) and as pledgee (the "**Pledgee**").

The Pledgor, the Pledged Companies and the Security Agent are together referred to as the "**Parties**" and each of them a "**Party**".

WHEREAS:

- (A) On 9 May 2018 Vita Global Finco Limited (formerly known as Sunshine MidCo Limited) as parent (the "**Parent**"), Barclays Bank PLC as mandated lead arranger, agent (the "**Agent**") and security agent (the "**Security Agent**") and others entered into a EUR 130,000,000 senior facilities agreement (as amended, supplemented, novated and/or restated from time to time, the "**Senior Facilities Agreement**").
- (B) On 9 May 2018 the Parent, the Agent and the Security Agent and others entered into an intercreditor agreement (the "**Intercreditor Agreement**") relating to, inter alia, the Senior Facilities Agreement. The terms of the Intercreditor Agreement provide for a separate and independent obligation of each Debtor (as defined below) to pay to the Security Agent, as creditor in its own right and not as representative or trustee of the other Secured Parties (as defined below), sums equal to and in the currency of each amount payable by that Debtor to each of the other Secured Parties under each of the Secured Debt Documents (as defined below) as and when that amount falls due for payment under the relevant Secured Debt Document (as defined below) (the "**Parallel Debt**").
- (C) The Pledgor agreed to pledge its shares in the Pledged Companies to the Pledgee as security for the Secured Obligations (as defined below) and to effectuate such pledge,

the Pledgor entered into a share pledge agreement dated 26 July 2018 (the "**Original Senior Share Pledge Agreement**").

- (D) Pursuant to an English law governed amendment agreement relating to the Senior Facilities Agreement, entered into between, *inter alios*, Vita Global FinCo Limited (previously known as Sunshine MidCo Limited) as parent and obligors' agent and the Agent on behalf of the finance parties and as security agent on behalf of the secured parties, dated 24 June 2020 (the "**Amendment Agreement**"), the parties intend to increase the total commitments under the revolving credit facility under the Senior Facilities Agreement by an amount of EUR 15,000,000 (the "**Amended Facility Agreement**").
- (E) It is a condition to the first utilisation under the Amended Facility Agreement that the Pledgor enters into this Agreement.
- (F) In order to ensure the continuing effect of the security created under the Original Senior Share Pledge Agreement with respect to the Secured Obligations as increased and/or amended by the Amendment Agreement in connection with the Amended Facility Agreement, the Pledgor has agreed to confirm the pledge created under the Original Senior Share Pledge Agreement and to grant a junior ranking pledge over its shares in the Pledged Companies to the Pledgee as security for the Secured Obligations (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"**Acceleration Notice**" means the Agent (i) cancelling the total commitments at which time they shall immediately be cancelled and/or (ii) declaring that all or part of the utilisations together with accrued interest thereon and all other amounts accrued or outstanding under the finance documents be immediately due and payable and/or (iii) declaring that cash cover in an amount equal to the outstanding amount in respect of any letter of credit is immediately due and payable.

"Affiliate" means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an ancillary facility under the Senior Facilities Agreement.

"Creditors" means the Senior Lenders, the Super Senior Lenders, the Hedge Counterparties, the Agent, the Intra-Group Lenders and the Subordinated Creditors (each of the capitalized terms as defined below).

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the security documents in connection with the Finance Documents, any agreement evidencing the terms of the Liabilities owed intra-group or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent.

"Debtor" means the Pledgor and any person which is or becomes party to the Intercreditor Agreement as a debtor.

"Finance Document" means the Senior Facilities Agreement, the Amended Facility Agreement, any accession deed, any ancillary document, any compliance certificate, any fee letter, any Hedging Agreement, each increase confirmation, the Intercreditor Agreement, any selection notice, any Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and the Parent.

"Group" means the Parent and each of its subsidiaries from time to time.

"Hedge Counterparty" means any person which is or becomes party to the Intercreditor Agreement as a hedge counterparty.

"Hedging Agreement" means, to the extent designated as such by the Parent (in its discretion) and the relevant Hedge Counterparty by notice to the Security Agent, any agreement entered into or to be entered into by a Debtor (or any member of the Group that is to become a Debtor) and a Hedge Counterparty in relation to any derivative or hedging arrangement entered into (or which has or will be allocated), the entry into which is not

prohibited by the terms of the Finance Documents at the time the relevant agreement is entered into.

"Hedging Liabilities" means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements.

"Intra-Group Lenders" means the Parent and Sunshine BidCo Limited, and each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group which becomes a party as an Intra-Group Lender in accordance with the terms of the Intercreditor Agreement.

"Issuing Bank" means any Lender which has notified the Agent that it has agreed to the Parent's request to be an "Issuing Bank" pursuant to the terms of the Senior Facilities Agreement.

"Lender" means (i) an Original Lender; or (ii) any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement, which in each case has not ceased to be a lender.

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and

- (d) any claim as a result of any recovery by any Debtor of a payment, prepayment, repayment, repurchase, redemption, defeasance or discharge of those liabilities on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Original Lender" means each of Barclays Bank Plc and Natwest Markets Plc.

"Pari Passu Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Pari Passu Hedging Liabilities.

"Pari Passu Hedging Liabilities" means the Hedging Liabilities other than Super Senior Hedging Liabilities.

"Secured Creditors" means at any time, the Senior Creditors and the Super Senior Creditors at such time.

"Secured Debt Documents" means the Finance Documents, the Super Senior Finance Documents, the Hedging Agreements and any other document designated as such by the Security Agent and the Parent.

"Secured Party" means the Security Agent (or any receiver or delegate of the Security Agent) and any Secured Creditor.

"Senior Creditor" means the Term Lenders and the Pari Passu Hedge Counterparties.

"Senior Lenders" means each Original Lender or any bank, financial institution, trust, fund or other entity which has become a party as a lender in accordance with the Senior Facilities Agreement.

"Subordinated Creditors" means Sunshine TopCo Limited and any person who has become a party as Subordinated Creditor pursuant to the terms of the Intercreditor Agreement.

"Subordinated Liabilities" means all money and liabilities now or in the future due or owing to any Subordinated Creditor by the Parent or any member of the Group, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interests and all related costs charges and expenses but excluding any amount due to an Affiliate of a Subordinated Creditor which is not a member of the Group that arises in the ordinary course of trade.

"Super Senior Creditors" means the Super Senior Lenders and the Super Senior Hedge Counterparties.

"Super Senior Finance Documents" means the Finance Documents but excluding any Hedging Agreement that constitutes Super Senior Hedging Liabilities.

"Super Senior Hedge Counterparties" means each Hedge Counterparty to the extent it is owed Super Senior Hedging Liabilities.

"Super Senior Hedging Liabilities" means all Liabilities under a Hedging Agreement designated as such by the Parent (in its discretion) and which have not been redesignated as Pari Passu Hedging Liabilities

"Super Senior Lender" means each Senior Lender which has a super senior commitment under the Senior Facilities Agreement, each Issuing Bank and each Ancillary Lender.

"Term Lenders" means each Senior Lender which has a term commitment under the Senior Facilities Agreement.

"Transaction Security Documents" means any document entered into by any member of the Group creating or expressed to create transaction security in connection with the Secured Debt Documents.

In this Agreement, where the context so permits, the singular includes the plural and *vice versa*.

2. CONFIRMATION OF ORIGINAL SENIOR SHARE PLEDGES

- 2.1** The Parties hereby confirm their mutual understanding that the pledges created by the Pledgor pursuant to the Original Senior Share Pledge Agreement continue to exist as security and that the claims of the Finance Parties under the Amended Facility Agreement form part of the Secured Obligations (as defined and described in the Original Senior Share Pledge Agreement).
- 2.2** The parties hereto agree that the Secured Obligations shall include all obligations in connection with the Amended Facility Agreement and shall at all times include any liabilities owing to the Security Agent with respect to the Parallel Debt.
- 2.3** The provisions of the Original Senior Share Pledge Agreement shall continue to be in full force. This Clause 2 only re-confirms and clarifies the Parties' original intention to cover any future extension of the Secured Obligations by way of amendment, supplement or restatement of any of the Finance Documents as Secured Obligations under the Original Senior Share Pledge Agreement and is not to be construed as an amendment of the Original Senior Share Pledge Agreement.
- 2.4** As a matter of utmost precaution (*höchst vorsorglich*) and without prejudice to the confirmations set out in this Clause 2, the Pledgor has agreed to grant to the Pledgee junior ranking pledges over its shares in the Pledged Companies pursuant to the terms set out below.

3. PLEDGE OF SHARES

3.1 Pledge

The Pledgor hereby grants junior ranking pledges (*nachrangiges Pfandrecht*) (ranking junior to only the pledges granted under the Original Senior Share Pledge Agreement) to the Security Agent over:

- (a) all of its existing shares in the Pledged Companies (the "**Present Shares**");
- (b) all of its shares in the Pledged Companies which the Pledgor may acquire in the future by way of share transfer, share split, share combination, an increase

of the share capital (including by way of authorised capital (*genehmigtes Kapital*)) of the Pledged Companies or by acquisition or otherwise (the "**Future Shares**" and together with the Present Shares, the "**Shares**");

- (c) all ancillary rights and claims with respect to the Shares, in particular, but not limited to the rights to receive dividends (*Gewinnausschüttungen*), liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelte*), repaid capital in the event of a capital decrease (*Kapitalherabsetzung*), any compensation in the event of a termination (*Kündigung*), withdrawal (*Austritt*) or exclusion for good cause (*Ausschluss aus wichtigem Grund*), the surplus in the event of surrender (*Preisgabe*), the repayment claim for any additional capital contributions (*Nachschüsse*) and the right to subscribe for newly issued shares (*Bezugsrecht*); and
- (d) all monetary claims arising under or in connection with any future profit and loss agreement (*Gewinnabführungsvertrag*) or partial profit transfer agreements (*Teilgewinnabführungsvertrag*) entered into by the Pledgor with the Pledged Companies.

Together with the Shares, the rights and claims pledged under paragraph (c) and (d) of this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledged Rights**". The pledges created under this Clause 3.1 (*Pledge*) are hereinafter referred to as the "**Pledges**".

3.2 Legal successor

The Pledges of the Future Shares include any Future Shares in the Pledged Companies acquired by any legal successor (*Rechtsnachfolger*) of the Pledgor.

3.3 Secured Obligations

- (a) The Pledges shall secure all Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Secured Debt Documents as reflected in the Parallel Debt owed to the Security Agent, both actual and

contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "**Secured Obligations**").

- (b) The term "Secured Debt Documents" as referred to in paragraph 3.3(a) above shall mean the Secured Debt Documents as extended (including by way of increase, split, consolidation or re-tranching of existing tranches or by including new tranches, new payment obligations or by extension of term) from time to time, to which the Pledgor hereby expressly consents. The Pledgor hereby expressly agrees that the provisions of Section 1210 (1) sent. 2 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") shall not apply to this Agreement.
- (c) The Secured Obligations shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*), tort (*Delikt*) or arising from the insolvency administrator's discretion to perform obligations in agreements according to Section 103 of the German Insolvency Act (*Insolvenzordnung*, "**InsO**").

3.4 Acceptance of Pledges

The Security Agent hereby accepts the Pledges.

4. DIVIDENDS AND OTHER MONETARY CLAIMS

4.1 Authorisation

The Pledgor shall be authorised to receive and retain any dividends (whether in cash or in kind) and other distributions and monetary claims arising under or in connection with any future profit and loss agreement or partial profit transfer agreement distributed in respect of the Shares until the Security Agent revokes such authorisation in accordance with and pursuant to Clause 4.2 (*Revocation*) below.

4.2 Revocation

The Security Agent may revoke the authorisation under Clause 4.1 (*Authorisation*) above by giving notice towards either the Pledged Companies or the Pledgor upon the occurrence of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below). In the event of a revocation notice given to any of the Pledged Companies, the Security Agent shall provide the Pledgor with a copy of such revocation. In the event of a revocation notice given to the Pledgor, the Security Agent shall provide the relevant Pledged Company with a copy of such revocation.

4.3 Upon revocation in accordance with Clause 4.2 (*Revocation*) above, the following applies:

- (a) The Pledged Companies will pay any monies subsequently distributed as dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement in respect of the Shares into an account of the Pledgor with the Security Agent (or another bank determined by the Security Agent), such account being pledged in favour of the Security Agent. If any of the Pledged Companies does not pay such monies to such account, but to another account of the Pledgor, the Pledgor will transfer such monies to such account. The Pledgor is not entitled to withdraw any amounts from this account without the prior written consent of the Security Agent.
- (b) The Pledgor will grant a first ranking security interest in favour of the Security Agent over any non-cash dividends or other distributions (in whatever form) subsequently received, receivable or otherwise distributed in respect of the Shares.
- (c) If the Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) has been waived or cured or is otherwise no longer outstanding, the Security Agent's right to hold the dividends or other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security will cease and the Security Agent will release to the relevant Pledgor

the amounts held in the account referred to in this Clause 4.3 and the security interests over the dividends or other distributions.

- (d) In the event of an Enforcement Event (as defined in Clause 8.1 (*Enforcement Event*) below) the Security Agent may apply any dividends and other distributions and any monetary claims arising under or in connection with any future profit and loss agreement received pursuant to paragraph 4.3(a) in satisfaction of the Secured Obligations (the right to treat the dividends and other distributions and monetary claims arising under or in connection with any future profit and loss agreement as security for the Secured Obligations remains unaffected).

4.4 Membership rights, in particular voting rights

The membership rights, in particular the voting rights attached to the Shares, shall as long as the Pledgor is owner of the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in such way that it does not materially adversely affect the validity or enforceability of the Pledges.

5. NOTIFICATION OF PLEDGES

The Pledgor hereby notifies any of the Pledged Companies of the Pledges in accordance with the relevant notification requirements under the law concerning companies with limited liability and Section 1280 BGB. The Pledged Companies hereby acknowledges such notification and the Pledge.

6. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent that on the date hereof, that the description of the Present Shares in Schedule 1 (*Present Shares*) is complete, true and correct in all material aspects and the share capital of the Pledged Companies has not been repaid in any way.

7. UNDERTAKINGS

The Pledgor undertakes to the Security Agent from the date of this Agreement and during the whole term of this Agreement (unless agreed otherwise between the Parties in writing):

- (a) to promptly (*unverzüglich*) notify the Security Agent in writing of any change in the share-holding in or share capital of any of the Pledged Companies and to promptly deliver to the Security Agent a copy of the updated shareholders list (*Gesellschafterliste*) and a copy of the amended articles of association (*Satzung*) both as filed (*aufgenommen*) with the commercial register (*Handelsregister*);
- (b) to promptly notify the Security Agent of any encumbrance over the Shares (or part of them); and
- (c) to promptly (*unverzüglich*) inform the Security Agent of any attachments (*Pfändung*) in respect of any of the Shares or any part thereof or any other events, circumstances or measures which are reasonably likely to impair or jeopardize the validity or enforceability of the Pledges. In the event of an attachment, the Pledgor undertakes to promptly forward to the Security Agent a copy of the attachment order (*Pfändungsbeschluss*), the garnishee order (*Überweisungsbeschluss*) and all other documents necessary or expedient for a defense against the attachment. The Pledgor shall promptly inform the attaching creditor of the Pledges constituted hereunder.

8. ENFORCEMENT OF PLEDGES

8.1 Enforcement Event

If (i) the Secured Obligations become due and payable in whole or in part (*Pfandreife*) and are not discharged and (ii) an Acceleration Notice has been given and such notice or its effects have not been withdrawn or terminated but remain outstanding (an "**Enforcement Event**"), the Security Agent is entitled to enforce any and all rights under this Agreement in its own name and for its own account.

8.2 Procedure

(a) Collection

- (i) Upon the occurrence of an Enforcement Event the Security Agent may immediately avail itself of all rights and remedies of a pledgee upon default under the laws of the Federal Republic of Germany, in particular as set forth in Sections 1273 (2), 1204 et. seq. BGB including, without limitation, the right to cause the Shares to be sold at a public auction (*öffentliche Versteigerung*). The public auction may be held at any place in the Federal Republic of Germany which will be determined by the Security Agent. Section 1237 sent. 2 BGB shall not apply.
- (ii) The Pledgor expressly agrees that, in case the Security Agent seeks enforcement, notwithstanding Section 1277 sent. 1 BGB no prior obtaining of an enforceable court order (*vollstreckbarer Titel*) will be required.

(b) Notification of Enforcement

The Security Agent shall notify the Pledgor one (1) week prior to any enforcement of the Pledges of its intention to realise the security interests granted hereunder unless

- (i) the Pledgor generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of a Pledgor or the Pledged Companies; or
- (iii) there is reason to believe that observance of the notice period will materially and adversely affect the enforceability of the security interest of the Security Agent,

in which cases no notification of the Pledgor will be required. No further notices are required to initiate the enforcement of the Pledge.

8.3 Selection

The Security Agent may, at its sole discretion:

- (a) determine the place in the Federal Republic of Germany where a public auction shall be held;
- (b) determine which of several security interests (*persönliche oder dingliche Sicherheiten*), created under this Agreement or the Secured Debt Documents, shall be realised to satisfy the Secured Obligations;
- (c) realise more Pledged Rights than are necessary to satisfy the Secured Obligations, therefore the Pledgor hereby waives the requirement under Section 1230 sent. 2 BGB; and
- (d) sell several pledged rights, whether pledged under this Agreement or other agreements
 - (i) separately by separate public auctions (*mehrere Einzelversteigerungen*);
or
 - (ii) collectively by a single public auction (*Gesamtversteigerung*) to a single bidder.

8.4 Assistance

The Pledgor will, following an Enforcement Event, render at its own expense all assistance which the Security Agent considers necessary or expedient in order to facilitate the enforcement of the Pledges in the event the Security Agent seeks the enforcement of the Pledges in accordance with the terms of this Agreement and the statutory provisions.

8.5 Recourse claims

- (a) Section 1225 BGB shall not apply and no right of the Security Agent shall pass to the Pledgor as a result of the enforcement of the Pledges or any payment made by the Pledgor in respect of any Secured Obligations.
- (b) The Pledgor undertakes vis-à-vis the Security Agent and the Pledged Companies not to seek satisfaction for any other recourse claim it may have against any other Debtor and hereby waives any such rights.

9. RELEASE (PFANDFREIGABE)

Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent will as soon as reasonably practicable upon request and at the cost and the expense of the Pledgor declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the Parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietät*), cease to exist by operation of German mandatory law.

10. WAIVER OF DEFENCES

The Pledgor hereby expressly waives all defences pursuant to Sections 770 (1) and (2), 1211, 1273 BGB.

11. CONTINUATION

11.1 Continuing security

This Agreement shall create continuing security and any change or amendment whatsoever to the Secured Debt Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it. The same applies, for the avoidance of doubt, in the event of a temporary expiration of the Secured Obligations.

11.2 Transfer

Waiving Section 418 BGB (applied by analogy), the Pledgor agrees that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any Debtor arising under or in connection with the Secured Debt Documents to, or by, any third party.

11.3 Substitution of the Security Agent and assignment to third parties

The Pledgor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Pledgor to create new pledges over any shares in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under and in accordance with the Secured Debt Documents (including the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement, to which the Pledgor hereby explicitly consents. The Pledgor shall not be entitled to assign or transfer any of its rights under this Agreement without the consent of the Security Agent unless such assignment or transfer is the result of any legal succession.

12. WAIVERS

No failure or delay by the Security Agent in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

13. NOTICES AND COMMUNICATION

Any notice and other communication made under or in connection with the matters contemplated by this Agreement must be made in the English language either in writing (by letter), by electronic mail or attached as an electronic photocopy to

electronic mail requiring confirmation of receipt either in writing or by electronic mail, respectively. Until a change of address has been notified to the other Parties hereto in writing, any communication under this Agreement must be sent:

(a) if directed to the Pledgor and/or any of the Pledged Companies, to:

Address: Oldham Road, Middleton, Manchester M24 2DB
Email: doriordan@thevitagroup.com /
 bridget.groarke@thevitagroup.com
Attention: Daniel O’Riordan / Bridget Groarke

(b) if directed to the Security Agent, to:

Address: 1 Churchill Place, Canary Wharf, London, E14 5HP
Email: loans.agency@barclays.com
Attention: Head of EME Loans Agency

13.2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting, and (ii) in case of a transmission via email, on the business day in the country of receipt immediately following the date of its dispatch.

13.3 Save for the notice pursuant to Section 1280 BGB, any notice given under or in connection with this Agreement must be in English. All other documents provided under or in connection with this Agreement must be in English, or, if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

14. MISCELLANEOUS

14.1 Interpretation

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

14.2 Remedies cumulative

No failure or delay on the part of the Security Agent 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.

14.3 Partial invalidity

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and the Secured Debt Documents is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the Parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

14.4 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 14.4 are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted attached as an electronic photocopy to an electronic mail shall be sufficient. However, in the case of electronic photocopies attached to electronic mail, any Party may require that any declaration made by electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all Parties sign an original copy of such agreement.

14.5 Governing law

The Parties understand that this Agreement is governed by the laws of the Federal Republic of Germany.

14.6 Jurisdiction

The courts of Frankfurt am Main, Germany 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; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Obligations). This Clause 14.6 is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

15. COSTS AND EXPENSES

The Pledgor shall bear all costs, charges, fees and expenses triggered by this Agreement and reimburse the Security Agent for the amount of all costs and expenses (including legal fees) incurred in connection with its negotiation, preparation, execution and amendments.

SCHEDULE 1

Present Shares

Name of Pledged Company	Owner of the Present Shares	Share capital (Stammkapital)	Number of shares
Radium Latex GmbH	Deutsche Vita Polymere GmbH	EUR 102,300	2
Veenendaal Schaumstoffwerk GmbH	Deutsche Vita Polymere GmbH	EUR 2,070,750	1
Koepp Schaum GmbH	Deutsche Vita Polymere GmbH	EUR 2,556,500	1
METZELER SCHAUM Gesellschaft mit beschränkter Haftung	Deutsche Vita Polymere GmbH	EUR 13,243,000	1

Powers of Attorney

to deed no. 984 / 2020 S
of the notary Dr Bernhard Schütz in Frankfurt am Main

POWER OF ATTORNEY
(Vollmacht)

Each of:

Veenendaal Schaumstoffwerk GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1097 (the "Principal 1");

Radium Latex GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Lemgo under HRB 3826 (the "Principal 2"); and

Vita International Limited

a private limited company by shares, incorporated under the laws of England & Wales and registered with the Companies House in London, Great Britain under number 00472253 (the "Principal 3");

(Principal 1 through Principal 3 each a "Principal")

hereby grants power of attorney (*Vollmacht*) to each of:

Tony Sparing
Sven Seibold
Robert Hofbauer
Emel Toluay
Oliver Otto
Merve Schmitte
Dr. Torsten Pokropp
Dr. Martin Kaltwasser
Frank Schwem
Sandra Gaidies
Dr. Zsuzsanna Somogyi-Csizmazia
Kais Torchani
Martin Wilmsen
Eike Neugebauer

each having business address at DLA Piper UK LLP, Neue Mainzer Straße 6 - 10, 60311 Frankfurt am Main, Germany

(each an "Attorney").

1. Each Attorney is, acting singly, authorised to, for and in the name of each Principal, to make and receive any and all legal declarations (*Willenserklärungen*) and to take all measures and

dw

actions that are necessary or expedient at and/or in connection with:

- (a) the conclusion of a confirmation and junior share pledge agreement (*nachrangiger Geschäftsanteilsverpfändungsvertrag*) governed by German law relating to the pledge of all the shares (including any ancillary rights pertaining thereto) in the Principal 1, held by Deutsche Vita Polymere GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1233 for the benefit of, among others, BARCLAYS BANK PLC, in its capacity as security agent for the other secured parties (the **"Confirmation and Junior Ranking Share Pledge Agreement 1"**); and
 - (b) the conclusion of a confirmation and junior share pledge agreement (*nachrangiger Geschäftsanteilsverpfändungsvertrag*) governed by German law relating to the pledge of all the shares (including any ancillary rights pertaining thereto) in the Principal 2, held by Deutsche Vita Polymere GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1233 for the benefit of, among others, BARCLAYS BANK PLC, in its capacity as security agent for the other secured parties (the **"Confirmation and Junior Ranking Share Pledge Agreement 2"**);
 - (c) the conclusion of a confirmation and junior share pledge agreement (*nachrangiger Geschäftsanteilsverpfändungsvertrag*) governed by German law relating to the pledge of all the shares (including any ancillary rights pertaining thereto) in Vita (Germany) GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 12792 held by the Principal 3 for the benefit of, among others, Barclays Bank plc, in its capacity as security agent for the other secured parties (the **"Confirmation and Junior Ranking Share Pledge Agreement 3"**, together with the Confirmation and Junior Ranking Share Pledge Agreement 1 and the Confirmation and Junior Ranking Share Pledge Agreement 2, the **"Confirmation and Junior Ranking Share Pledge Agreements"** and each a **"Confirmation and Junior Ranking Share Pledge Agreement"**);
 - (d) any agreements and declarations which are, or become, necessary or expedient in connection with the Confirmation and Junior Ranking Share Pledge Agreements, including, but not limited to, such agreements or declarations which supplement, confirm, amend, or terminate the Confirmation and Junior Ranking Share Pledge Agreements.
2. This power of attorney includes the right to act for and on behalf of each Principal *vis-à-vis* public authorities or courts, insofar as a representation in these matters is legally permissible.
 3. Each Attorney is released from the restrictions imposed by section 181 of the German Civil Code (*BGB*) and has the right to delegate its powers (*Untervollmacht erteilen*) under this power of attorney, including such release.
 4. Each Principal will indemnify each Attorney from any claims that may arise at any time due to or in connection with any actions taken under this power of attorney, unless in case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Attorney.
 5. Any changes to the parties, the amounts, contents or dates in respect of the documents referred to above shall not affect this power of attorney. This power of attorney shall be construed as

broadly as possible to achieve the purpose for which it was granted.

6. Each Principal herewith ratifies (*genehmigt*) any declarations by an Attorney in relation to the matters referred to above made prior to receipt of this power of attorney.
7. This power of attorney shall be valid until 31 March 2021, 24.00 hours (CET).
8. This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. This power of attorney is made in the English language; however, where a German term has been added to an English term, such German term shall be decisive for the construction of the English term it relates to throughout.

[Execution Page to follow]

Manchester, 19 August 2020
place, date

Veenendaal Schaumstoffwerk GmbH
Radium Latex GmbH
Vita International Limited

Each by:



(signature)

Name: Daniel O'Riordan

Title: Director (of Vita International Limited) and Managing Director (*Geschäftsführer* of Veenendaal Schaumstoffwerk GmbH & Radium Latex GmbH) with sole power of representation and released from the restrictions imposed by section 181 of the German Civil Code

Signed as a deed in my presence by Daniel O'Riordan
in Manchester England this 19th day of August 2020



A.G. WEINBERG
Notary Public
MANCHESTER ENGLAND
My Commission expires with life

19 August 2020



NOTARIAL CERTIFICATE

I, the undersigned, Andrew Graeme Weinberg authorized notary public with official seat in Manchester, England, hereby confirm and certify that:

1. the signature on the attached power of attorney is the genuine signature of Daniel O'Riordan identified by his current UK passport number 518251076 and;
2. that upon reviewing the status of the company (active), its memorandum and articles of association and its list of current officers online at the Companies House website for England and Wales today

(a) Vita International Ltd with company number 00472253, (the "Principal 3") is a private company with limited liability duly incorporated, registered and existing in accordance with English law with its registered office at Oldham Road, Middleton, Manchester, England, M24 2DB

(b) Daniel O'Riordan is a director/officer of the Principal 3 and that the attached power of attorney was duly executed for and on behalf of the Principal 3.

SIGNED and sealed at Manchester England on this 19th day of August 2020

.....
ANDREW GRAEME WEINBERG
NOTARY PUBLIC

NOTARIAL CERTIFICATE

I, the undersigned, Andrew Graeme Weinberg authorized notary public with official seat in Manchester, England, hereby confirm and certify that:

1. the signature on the attached power of attorney is the genuine signature of Daniel O'Riordan identified by his current UK passport number 518251076 and;
2. that upon reviewing the status of the company (active), its memorandum and articles of association and its list of current officers online at the Companies House website for England and Wales today
 - (a) Vita International Ltd with company number 00472253, (the "Principal 3") is a private company with limited liability duly incorporated, registered and existing in accordance with English law with its registered office at Oldham Road, Middleton, Manchester, England, M24 2DB
 - (b) Daniel O'Riordan is a director/officer of the Principal 3 and that the attached power of attorney was duly executed for and on behalf of the Principal 3.

SIGNED and sealed at Manchester England on this 19th day of August 2020



ANDREW GRAEME WEINBERG
NOTARY PUBLIC



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. **Country:** United Kingdom of Great Britain and Northern Ireland
Pays / País:

This public document

Le présent acte public / El presente documento público

2. **Has been signed by**
a été signé par A G Weinberg
ha sido firmado por

3. **Acting in the capacity of**
agissant en qualité de Notary Public
quien actúa en calidad de

4. **Bears the seal / stamp of**
est revêtu du sceau / timbre de The Said Notary Public
y está revestido del sello / timbre de

Certified

Attesté / Certificado

5. **at** London
à / en
6. **the** 26 August 2020
le / el día

7. **by** Her Majesty's Principal Secretary of State
par / por for Foreign and Commonwealth Affairs

8. **Number** APO-2014115
sous no / bajo el numero

9. **Seal / stamp**
Sceau / timbre
Sello / timbre



10. **Signature** L. Smethurst
Signature
Firma



This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

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POWER OF ATTORNEY
(Vollmacht)

Each of:

Vita (Germany) GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Memmingen under HRB 12792 (the "Principal 1");

METZELER SCHAUM Gesellschaft mit beschränkter Haftung

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Memmingen under HRB 8257 (the "Principal 2");

Koepp Schaum GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 6159 (the "Principal 3"); and

Deutsche Vita Polymere GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1233 (the "Principal 4");

(Principal 1 through Principal 4 each a "Principal")

hereby grants power of attorney (*Vollmacht*) to each of:


Tony Sparing
Sven Seibold
Robert Hofbauer
Emel Toluay
Oliver Otto
Merve Schmitte
Dr. Torsten Pokropp
Dr. Martin Kaltwasser
Frank Schwem
Sandra Gaidies
Dr. Zsuzsanna Somogyi-Csizmazia

**Kais Torchani
Martin Wilmsen
Eike Neugebauer**

each having business address at DLA Piper UK LLP, Neue Mainzer Straße 6 - 10, 60311 Frankfurt am Main, Germany

(each an "Attorney").

1. Each Attorney is, acting singly, authorised to, for and in the name of each Principal, to make and receive any and all legal declarations (*Willenserklärungen*) and to take all measures and actions that are necessary or expedient at and/or in connection with:
 - (a) the conclusion of a confirmation and junior share pledge agreement (*nachrangiger Geschäftsanteilsverpfändungsvertrag*) governed by German law relating to the pledge of all the shares (including any ancillary rights pertaining thereto) (i) in the Principal 1, (ii) in the Principal 2 held by the Principal 4 and (iii) in the Principal 3 held by the Principal 4, (iv) in Veenendaal Schaumstoffwerk GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Coburg under HRB 1097, held by the Principal 4, (v) in Radium Latex GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Lemgo under HRB 3826, held by the Principal 4 and (vi) in the Principal 4 held by the Principal 1 for the benefit of, among others, BARCLAYS BANK PLC, in its capacity as security agent for the other secured parties (the "Confirmation and Junior Ranking Share Pledge Agreement"); and
 - (b) any agreements and declarations which are, or become, necessary or expedient in connection with the Confirmation and Junior Ranking Share Pledge Agreement, including, but not limited to, such agreements or declarations which supplement, confirm, amend, or terminate the Confirmation and Junior Ranking Share Pledge Agreement.
2. This power of attorney includes the right to act for and on behalf of each Principal *vis-à-vis* public authorities or courts, insofar as a representation in these matters is legally permissible.
3. Each Attorney is released from the restrictions imposed by section 181 of the German Civil Code (*BGB*) and has the right to delegate its powers (*Untervollmacht erteilen*) under this power of attorney, including such release.
4. Each Principal will indemnify each Attorney from any claims that may arise at any time due to or in connection with any actions taken under this power of attorney, unless in case of wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Attorney.
5. Any changes to the parties, the amounts, contents or dates in respect of the documents referred to above shall not affect this power of attorney. This power of attorney shall be construed as broadly as possible to achieve the purpose for which it was granted.
6. Each Principal herewith ratifies (*genehmigt*) any declarations by an Attorney in relation to the matters referred to above made prior to receipt of this power of attorney.
7. This power of attorney shall be valid until 31 March 2021, 24.00 hours (CET).
8. This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. This power of attorney is made in the English language;




however, where a German term has been added to an English term, such German term shall be decisive for the construction of the English term it relates to throughout.

[Execution Page to follow]

Manningen, 07/08/20
place, date

**Vita (Germany) GmbH
METZELER SCHAUM Gesellschaft mit beschränkter Haftung
Koepp Schaum GmbH
Deutsche Vita Polymere GmbH**

By:


Name: Dr. Manfred Johannes Hohenhorst
Title: Managing Director (*Geschäftsführer*)
with sole power of representation and released from the restrictions imposed by section 181 of the
German Civil Code

Vollmacht

Power of Attorney

7 August 2020, London England

Die unterzeichnende

The undersigned

**Barclays Bank PLC, in its capacity as security agent under the
Senior Facilities Agreement (as defined below)**

ein Bankinstitut,

a banking institution,

(die "Vollmachtgeberin"),

(the "Principal"),

bevollmächtigt hiermit

hereby authorizes

**Markus Cejka, Associate
Sara Afschar-Hamdi, Associate
Dr. Matthias Eiden, Associate
Steffen Giolda, Associate
Julian Schwanebeck, Associate
Nicolas Bechtold, Associate
Sebastian Brenner, Associate
Mario Kuhn, Associate
Kai Alexander Neumann, Associate
Lilianna Ranody, Associate
Ann-Kathrin Reimecke, Associate
Carina Sohn, Associate
Simon Steiner, Associate**

jeweils geschäftsansässig bei

each with business address at

**Weil, Gotshal & Manges LLP
Taunusanlage 1 (Skyper), 60329 Frankfurt am Main, Germany,**

**Thomas Zimmermann, Counsel
Dr. Alexander Wandt, Associate
Svenja Wachtel, Counsel
Dr. Barbara Sandfuchs, Associate
Andreas Fogel, Associate
Florian Wessel, Associate
Florian Kamienke, Associate**

Cornelia Tu, Associate
Louise Freund, Associate
Manuela Minscl, Associate
Dennis Reisch, Associate

jeweils geschäftsansässig bei

each with business address at

Weil, Gotshal & Manges LLP
Maximilianhöfe, Maximilianstraße 13, 80539 München, Germany,

(jeder ein "Bevollmächtigter" und
zusammen die "Bevollmächtigten"),

(each a "Representative" and
together the "Representatives"),

jeweils einzeln und separat

each acting individually and separately

die Vollmachtgeberin zu vertreten bei sämtlichen Maßnahmen, Handlungen, Vereinbarungen, Rechtsgeschäften und Erklärungen im Zusammenhang mit:

to represent the Principal in any and all measures, actions, agreements, legal transactions and declarations in connection with:

Einem am 9. Mai 2018 u. a. zwischen der Vita Global Finco Limited (ehemals Sunshine MidCo Limited) als Muttergesellschaft und der Vollmachtgeberin als Konsortialführerin, Agent und Sicherheitentreuhänderin abgeschlossener erstrangiger Kreditvertrag über EUR 130.000.000 (in der jeweils gültigen ggf. geänderten, ergänzten, erneuerten und/oder neu gefassten Fassung: der "Kreditvertrag");

a EUR 130,000,000 senior facilities agreement originally entered into on 9 May 2018 between, *inter alios*, Vita Global Finco Limited (formerly known as Sunshine MidCo Limited) as parent, the Principal as mandated lead arranger, agent and security agent (as amended, supplemented, novated and/or restated from time to time, the "Senior Facilities Agreement");

einem am 9. Mai 2018 u. a. zwischen der Vita Global Finco Limited (ehemals Sunshine MidCo Limited) als Muttergesellschaft und der Vollmachtgeberin als Konsortialführerin, Agent und Sicherheitentreuhänderin abgeschlossene Intercreditor-Vereinbarung betreffend den Kreditvertrag (die "Intercreditor-Vereinbarung") und

an intercreditor agreement relating to the Senior Facilities Agreement, entered into on 9 May 2018, between, *inter alios*, Vita Global Finco Limited (formerly known as Sunshine MidCo Limited) as parent, the Principal as mandated lead arranger, agent and security agent (the "Intercreditor Agreement"); and

einer u. a. zwischen der Vita Global Finco Limited (ehemals Sunshine MidCo Limited) als Muttergesellschaft und Vertretlerin der Schuldner und der Vollmachtgeberin

an amendment agreement relating to the Senior Facilities Agreement, entered into between, *inter alios*, Vita Global Finco Limited

als Vertreterin der finanzierenden Parteien und Sicherheitentreuhänderin für die besicherten Parteien abgeschlossene Änderungsvereinbarung vom 24. Juni 2020 betreffend den Kreditvertrag (die "Änderungsvereinbarung"), wonach die Parteien beabsichtigen, die Gesamtkreditzusage im Rahmen der revolving Kreditlinie des Kreditvertrags um einen Betrag von EUR 15.000.000 zu erhöhen (der "Geänderte Kreditvertrag")

(die "Transaktion").

Die Vollmacht umfasst insbesondere den Abschluss:

1. von drei notariellen Bestätigungsverträge in Bezug auf Geschäftsanteilsverpfändungsverträge und nachrangige Geschäftsanteilsverpfändungsverträge im Zusammenhang mit dem Geänderten Kreditvertrag hinsichtlich der Anteile an den folgenden Gesellschaften:

- Deutsche Vita Polymere GmbH, HRB 1233 des Amtsgerichts Coburg, Deutschland,
- Vita (Germany) GmbH, HRB 12792 des Amtsgerichts Memmingen, Deutschland,
- Koepp Schaum GmbH, HRB 6159 des Amtsgerichts Coburg, Deutschland,
- METZELER SCHAUM Gesellschaft mit beschränkter Haftung, HRB 8257 des

(previously known as Sunshine MidCo Limited) as parent and obligors' agent and the Principal as agent on behalf of the finance parties and as security agent on behalf of the secured parties, dated 24 June 2020 (the "Amendment Agreement"), whereas the parties intend to increase the total commitments under the revolving credit facility under the Senior Facilities Agreement by an amount of EUR 15,000,000 (the "Amended Facility Agreement")

(the "Transaction").

This Power of Attorney includes, in particular, the execution of:

1. three notarial confirmation agreements in respect of a share pledge agreement and junior share pledge agreements in connection with the Amended Facility Agreement relating to the shares in the following companies:

- Deutsche Vita Polymere GmbH, HRB 1233 of the local court (*Amtsgericht*) of Coburg, Germany,
- Vita (Germany) GmbH, HRB 12792 of the local court (*Amtsgericht*) of Memmingen, Germany,
- Koepp Schaum GmbH, HRB 6159 of the local court (*Amtsgericht*) of Coburg, Germany,
- METZELER SCHAUM Gesellschaft mit beschränkter Haftung, HRB 8257 of the local court (*Amtsgericht*) of

Amtsgerichts Memmingen,
Deutschland,

- Veenendaal Schaumstoffwerk GmbH, HRB 1097 des Amtsgerichts Coburg, Deutschland,
- Radium Latex GmbH, HRB 3826 des Amtsgerichts Lemgo, Deutschland und

zwischen, unter anderen, Deutsche Vita Polymere GmbH, Vita (Germany) GmbH und anderen als Pfandgeber und der Vollmachtgeberin als Pfandnehmerin (die "Bestätigungs- und Junior Ranking Geschäftsanteilsverpfändungsverträge");

2. jeglichen weiteren Verträgen und/oder Dokumenten, welche von der Vollmachtgeberin im Zusammenhang mit dem Geänderten Kreditvertrag abgeschlossen werden (zusammen mit den Bestätigungs- und Junior Ranking Geschäftsanteilsverpfändungsverträge die "Transaktionsdokumente"); sowie
3. jedwede weitere Verträge über Sicherheiten, die Bestätigung oder Ergänzung von Sicherheiten, die Freigabe von Sicherheiten, Garantien und andere Verträge, verbrieft Verpflichtungen, Zertifikate, Urkunden und andere Instrumente, einschließlich solcher, die derartige Verträge ergänzen oder bestätigen oder darauf Bezug nehmen oder die in den Transaktionsdokumenten oder den jeweiligen Abänderungs- und Neufassungsverträgen aufgeführt sind oder

Memmingen, Germany,
Deutschland,

- Veenendaal Schaumstoffwerk GmbH, HRB 1097 of the local court (*Amtsgericht*) of Coburg, Germany,
- Radium Latex GmbH, HRB 3826 of the local court (*Amtsgericht*) of Lemgo, Germany, and

between, among others, Deutsche Vita Polymere GmbH, Vita (Germany) GmbH and others as pledgors and the Principal as security agent and pledgee (the "Confirmation and Junior Ranking Share Pledge Agreements");

2. any other agreement and/or document to be entered into and executed by the Principal in connection with the Amended Facility Agreement (together with the Confirmation and Junior Ranking Pledge Agreements, the "Transaction Documents"); and
3. any and all further security, confirmation, amendment or release of security, guarantee and other agreements, notes, certificates, documents and other instruments including those that amend or confirm such agreements, notes, certificates or documents or that are mentioned in the Transaction Documents or the relevant amendment and restatement agreements or that are ancillary or related to the above mentioned documents, or which are by the relevant representative considered to be necessary or useful in connection with

im Zusammenhang mit den Transaktionsdokumenten, den jeweiligen Abänderungs- und Neufassungsverträgen oder einem anderen der in dieser Vollmacht genannten Verträge nach Ansicht des jeweiligen Vertreters notwendig oder sinnvoll sind.

Die Bevollmächtigten sind nicht berechtigt Untervollmachten zu erteilen. Diese Vollmacht umfasst auch das Recht, alle mit den vorstehend aufgeführten Maßnahmen sowie der Transaktion in Zusammenhang stehenden Rechtsgeschäfte, Verträge und Vereinbarungen aller Art einzugehen und Verfahrenshandlungen vorzunehmen, sowie Erklärungen gegenüber Dritten, einschließlich Behörden, Notaren, Registern oder Gerichten, insbesondere Anmeldungen gegenüber dem Handelsregister, abzugeben und zu empfangen, die der jeweilige Bevollmächtigte für erforderlich oder zweckmäßig hält.

Jede Haftung jedes Bevollmächtigten wird hiermit ausgeschlossen mit Ausnahme von Betrug, Vorsatz oder grober Fahrlässigkeit.

Durch diese Vollmacht verpflichten wir uns außerdem, die Bevollmächtigten von allen Ansprüchen, Kosten, Gebühren, Ausgaben, Verlusten und anderen Verbindlichkeiten freizustellen, die sich aus der Ausübung der durch diese Vollmacht übertragenen Befugnisse in gutem Glauben bis zum jeweils früheren Zeitpunkt ergeben:

(a) dem Ablauf dieser Vollmacht; und

(b) der Mitteilung durch die Vollmachtgeberin an die Bevollmächtigten, dass diese Vollmacht widerrufen wurde,

the Transaction Documents, the relevant amendment and restatement agreements or any of the other documents mentioned in this Power of Attorney.

Representatives are not permitted to sub delegate powers granted to them under this Power of Attorney. This Power of Attorney includes the authority to execute all legal and procedural acts, and to enter into declarations, deeds, contracts and agreements of any kind, as well as to make and receive declarations vis-à-vis third parties, including governmental authorities, notaries, registries or courts, in particular filings with the commercial register, in connection with the aforementioned measures and the Transaction which the relevant Representative deems necessary or useful.

Any liability of any of the Representatives shall be excluded save for fraud, willful misconduct or gross negligence.

By this Power of Attorney, we also undertake to indemnify the Representatives against all claims, costs, charges, expenses, losses and other liabilities arising from or otherwise relating to the exercise in good faith of the powers conferred by this Power of Attorney at any time before the earlier of:

(a) the expiry of this Power of Attorney; and

(b) the Representatives receiving from the Principal notice that this Power of Attorney has been revoked,

es sei denn, diese Haftung wird durch Betrug, Bösgläubigkeit, unrechtmäßige Handlung, grobe Fahrlässigkeit oder Verletzung der gesetzlichen Pflichten der Vertreter verursacht.

Die Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland.

Die Vollmacht ist im Zweifel weit auszulegen. § 139 BGB wird abbedungen. Änderungen bezüglich der Parteien und/oder der Beträge und/oder des jeweiligen Datums des Vertragsschlusses im Zusammenhang mit den Transaktionsdokumenten wirken sich nicht auf die hiermit erteilte Vollmacht aus.

Die gemäß dieser Vollmacht erteilten Befugnisse erlöschen mit Ablauf des 31 Oktober 2020.

Diese Vollmacht enthält eine deutsche und eine englische Fassung. In Zweifelsfällen ist die englische Fassung maßgeblich.

Diese Vollmacht wurde an dem Tag und in dem Jahr, wie oben beschrieben, ordnungsgemäß ausgefertigt und zugestellt, und es wurde bezeugt, dass sie ordnungsgemäß ausgefertigt und zugestellt wurde.

save where such liabilities are caused by the fraud, bad faith, wrongful act, gross negligence or breach of statutory duty of the Representatives.

This Power of Attorney shall be governed by, and construed in accordance with, the laws of Germany.

In case of doubt, this Power of Attorney shall be interpreted broadly. Section 139 BGB shall not apply. Any changes to the parties and/or amounts and/or dates in respect of any of the Transaction Documents shall not affect the Power of Attorney granted herewith.

The powers conferred by this Power of Attorney shall expire with the expiration of 31 October 2020.

This Power of Attorney contains a German and an English version. In case of doubt the English version shall prevail.

This Power of Attorney has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

[Signature Page follows]

Das Firmensiegel von

The common seal of

Barclays Bank PLC

wurde bei der Ausführung dieser Vollmacht
angebracht in Gegenwart von:

was affixed in the execution of this Power of
Attorney in the presence of:

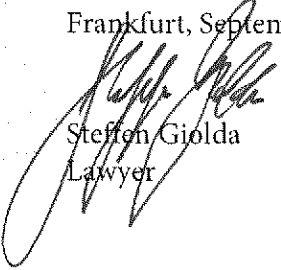


Assistant Secretary
Authorised Signatory



This is certified a true copy of a PDF copy of the notarial deed no. 984/2020 S of notary
Dr Bernhard Schütz with its seat in Bockenheimer Landstraße 13-15, 60325 Frankfurt am
Main containing a complete copy of the notarized share pledge agreements save for
certain redactions.

Frankfurt, September 7, 2020



Steffen Giolda
Lawyer