

MR01

Particulars of a charge

✓ 714081/23.
Oyez



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www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.



What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.



What this form is NOT for

You may not use this form to
register a charge where there is
an instrument. Use form MR08.

THURSDAY



LD4 *L7BIKTEZ* #14
02/08/2018
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 0 4 7 2 2 5 3
Company name in full Vita International Limited

0 0 1 2

For official use

Filing in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 6 0 7 2 0 1 8

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Barclays Bank PLC as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

nil

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Weil, Gutchal & Manges (London) LLP X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Chris Sheppard

Company name

Weil Gotshal and Manges (London) LLP

Address

110 Fetter Lane

Post town
London

County/Region

Postcode

E C 4 A 1 A Y

Country

UK

DX

Telephone

0207 903 1062



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 472253

Charge code: 0047 2253 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th July 2018 and created by VITA INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2018.

(P)

Given at Companies House, Cardiff on 13th August 2018

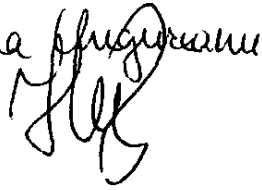


Companies House



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

THIS IS A CERTIFIED TRUE AND COMPLETE COPY OF THE ORIGINAL,
SAVE FOR CERTAIN PERMITTED REACTIONS

Juliana Iuguranu


Execution version

MOVABLE MORTGAGE AGREEMENT OVER SHARES

Between

1. BARCLAYS BANK PLC

as Security Agent

and

2. VITA INTERNATIONAL LIMITED

as Mortgagor 1

3. VITA INDUSTRIAL (UK) LIMITED

as Mortgagor 2

and

4. VITAFOAM ROMANIA S.R.L.

as the Company

WOLF THEISS

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Schedule 1 Form of Proxy

Schedule 2 Existing Shares

Schedule 3 Form of Amendment Agreement

This Movable Mortgage Agreement over Shares (the "**Security Document**") has been entered into by and between:

1. **BARCLAYS BANK PLC**, a company incorporated in England and Wales with registered number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, as security agent for the Finance Parties under the Senior Facilities Agreement (the "**Security Agent**");
2. **VITA INTERNATIONAL LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 472253 dated 26 August 1949, as mortgagor (the "**Mortgagor 1**");
3. **VITA INDUSTRIAL (UK) LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 01031815 dated 19 November 1971, as mortgagor (the "**Mortgagor 2**") and together with Mortgagor 1 the "**Mortgagors**"); and
4. **VITAFOAM ROMANIA S.R.L.**, a limited liability company established and existing under the laws of Romania, with its registered address in Luduş, 34 1 Mai Street, county of Mureş, Romania, registered with the Trade Register under no. J26/1208/2010, having the Unique Identifier of European Level (EUID) ROONRC.J26/208/2010, the sole registration number 16466520 and the share capital of RON 27,180,110, as company (the "**Company**").

The Security Agent, the Mortgagors and the Company are jointly referred to as the "**Parties**".

RECITALS

- (A) On 9 May 2018 Sunshine Midco Limited (the "**Parent**"), as parent, Sunshine Bidco Limited (the "**Borrower**"), as original borrower, Barclays Bank PLC, as mandated lead arranger, agent and security agent, among others, entered into a EUR 130,000,000 senior facilities agreement (the "**Senior Facilities Agreement**").
- (B) In relation to the Senior Facilities Agreement, on 9 May 2018 the Parent, the Borrower and the Security Agent, among others, entered into a intercreditor agreement (the "**Intercreditor Agreement**").

(the Senior Facilities Agreement and the Intercreditor Agreement are jointly referred to as the "**Agreements**")
- (C) Pursuant to the provisions of clause 19.5 (*Appointment of the Security Agent as security agent for the Romanian Security*) of the Intercreditor Agreement, the Security Agent has been appointed, mandated and designated by the Secured Parties as beneficiary of any movable mortgages created under the Romanian

Security, including within the meaning and for the purpose of Article 164 of Law no. 71/2011 for the application of the Civil Code and it is empowered to exercise all rights granted by law to a secured creditor in respect of the security created under the Romanian Transaction Security Documents. The references in this Security Document to the Security Agent shall include its relevant successors and assigns as permitted pursuant to clause 19.17 (*Resignation of the Security Agent*) and under clause 19.25 (*Delegation by the Security Agent*) of the Intercreditor Agreement and, subject thereto, the provisions hereof shall continue notwithstanding any merger, and will not be affected by any change, involving the Security Agent.

- (D) The Mortgagor 1 is the owner of 1,212,068 shares, with a total nominal value of RON 12,120,680 representing 44.5939115661% of the Company's total share capital ("**Mortgagor 1 Shares**");
- (E) The Mortgagor 2 is the owner of 1,505,943 shares, with a total nominal value of RON 15,059,430 representing 55.4060884339% of the Company's total share capital ("**Mortgagor 2 Shares**");
- (F) It is a requirement under the Agreements that the Mortgagors and the Company and the Security Agent enter into this Security Document.

NOW IT IS HEREBY AGREED as follows:

SECTION 1

INTEGRATION, DEFINITIONS AND CONSTRUCTION

1. Integration

Capitalised terms defined in the Agreements (including any terms defined in the Agreements by way of reference) shall, unless otherwise defined in this Security Document or the context otherwise requires, bear the same meanings when used in this Security Document (including the Parties' list and the Recitals above).

2. Definitions

In this Security Document terms used as defined terms shall have the following meanings:

Ancillary Rights

means, in relation to the Shares:

- (i) any present and future right to receive Distributions;
- (ii) any present and future right to acquire Future Shares in the Company; and
- (iii) any other rights of the Mortgagors as shareholders of the Company.

Business Day

means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and in Bucharest and any TARGET Day.

Civil Code

means the new Romanian Civil Code that entered into force on 1 October 2011, initially approved by Law no. 287/2009, republished in the Official Gazette, Part I, no. 505/15 July 2011, as further amended and supplemented by Law no. 71/2011 on the application rules for the Civil Code, published in the Official Gazette of Romania, Part I, no. 409/10 June 2011, as amended from time to time.

Civil Procedure Code

means the Romanian Civil Procedure Code that entered into force on 15 February 2013, enacted by Law no. 134/2010, republished in the Official Gazette, Part I, no. 247/10 April 2015, as further amended and supplemented by Law no. 76/2012 on the application rules for the Civil Procedure Code, published in the Official Gazette of Romania, Part I, no. 365/30 May 2012, as amended from time to time.

Clause

means a clause hereof.

Distribution

means any payment of dividends (in cash or in kind), any payment in the course of a reduction of the Company's share capital, any compensation in case of termination and/or withdrawal of any shareholder, any compensation in case of any nationalisation or seizure of the Company or of its shares respectively, any payment in the course of a liquidation of the Company, or any other distribution or payment (in cash or in kind) paid or payable to any of the Mortgagors in their capacity as shareholders of the Company, including any

payments owed to each of the Mortgagors in the course of a merger, de-merger or a conversion/reorganization of the Company.

Electronic Archive

means the publicly accessible electronic on-line archive for registration of security interests in personal property (Romanian: *Arhiva Electronică de Garanții Reale Mobiliare*) operating in accordance with Articles 18 paragraph (2) and 2.413 of the Civil Code.

Existing Shares

means Mortgagor 1 Shares and Mortgagor 2 Shares or any of them.

Future Shares

means (i) any additional shares in the Company acquired by any of the Mortgagors after the date of this Security Document, including, but without limitation, by way of acquisition, share capital increase or any shares received in exchange of the Existing Shares as a result of the Company entering into any merger, demerger, amalgamation or any other form of reorganisation and/or restructuring of the Company, or in whichever other way; and (ii) any shares in any other Material Subsidiary incorporated in Romania acquired or which become owned by any of the Mortgagors after the date of this Security Document.

Mortgage

has the meaning set forth in Clause 4 (*Mortgage*).

Mortgaged Assets

means the Shares and the Ancillary Rights.

Proxy

means an irrevocable proxy substantially in the form of Schedule 1 (*Form of Proxy*).

Recitals

means the recitals hereof.

Schedule

means a schedule hereof, which shall form an integral part hereof.

Secured Amount

means the amount of **EUR 130,000,000**, representing the facility granted according to the Senior Facilities Agreement, to which shall be added any other amounts deriving from the Secured Obligations including, without limitation, as the case may be, any interest, penalty, fees, costs, supplementary costs, charges, taxes, expenses and any other amount deriving from or in connection with the Finance Documents.

Secured Obligations

all the Liabilities and all other present and future liabilities and 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 (including to the Security Agent under the Parallel Debt pursuant to clause 19.7 (*Parallel Debt (Covenant to Pay the Security Agent)*) of the Intercreditor Agreement, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

Security Interest

means any mortgage, pledge, privilege, hypothecation, encumbrance, assignment, attachment, retention of title, set-off or other security interest of any kind, financial collateral or any other agreement or arrangement having the effect of conferring security upon or with respect to any present or future assets, revenues or rights, including, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy.

Security Period

means the period commencing on the date of this Security Document and terminating on the date on which all Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Security Agent and the Secured Parties are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents.

Shares

means the aggregate of the Existing Shares and any Future Shares.

Shareholders' Register

means the shareholder's register (Romanian: *registrul asociaților*) kept by the Company in accordance with Companies Law no. 31/1990, as amended from time to time.

Trade Register

means the relevant Romanian public register of companies (Romanian: *Registrul Comerțului*).

3. Construction

3.1 Unless a contrary indication appears, any reference in this Security Document to:

Movable Mortgage Agreement over Shares

- (a) the "**Company**", the "**Mortgagors**" or the "**Security Agent**" shall be construed so as to include their successors in title, permitted assigns and permitted transferees; and
 - (b) references to any person in this Security Document shall include its successors or assignees (if any).
- 3.2 The provisions of clauses 1 (*Definitions and Interpretation*) of the Agreements shall be deemed to be incorporated herein as if set out in full, but:
 - (a) references therein to "**herein**", "**hereof**", "**hereto**" and "**hereunder**" and other like terms are references to this Security Document and references to the singular shall import the plural and vice versa;
 - (b) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (c) "**includes**" and "**including**" are not limiting.
 - (d) references to this Security Document and to any provisions of it or to any other document referred to in this Security Document shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time; and
 - (e) references to Clauses, Recitals and Schedules are references to, respectively, Clauses, Recitals, and Schedules to this Security Document and references to this Security Document include its Schedules.
- 3.3 In the event of any conflict between the provisions of this Security Document and the Agreements, the provisions of the Senior Facilities Agreement or the Intercreditor Agreement (as applicable) shall prevail.
- 3.4 The computation of periods of time shall be made according to the provisions of Articles 2.552 – 2.555 of the Civil Code.
- 3.5 This Security Document is made in the English language. For the avoidance of doubt, the English language version of this Security Document shall prevail over any translation of this Security Document. However, where a Romanian translation of a word or phrase appears in the text of this Security Document, the Romanian translation of such word or phrase shall prevail.

SECTION 2

THE MORTGAGE

4. Mortgage

- 4.1** As continuing security for the payment, prompt and complete discharge and performance of any and all Secured Obligations at any time owed or due to the Finance Parties under the Finance Documents, in accordance with Article 2.387 et seq. of the Civil Code, the Mortgagor hereby grants in favour of the Security Agent a first rank movable mortgage (the "**Mortgage**") over the Mortgaged Assets.
- 4.2** The amount secured by this Mortgage is the Secured Amount.
- 4.3** The Mortgage shall rank ahead of any other Security Interest or third party rights created in the future in or over the Mortgaged Assets. The Mortgage shall be in addition to and independent of every other security interest which the Security Agent may now or hereafter hold for any of the Secured Obligations. Furthermore, nothing contained in this Security Document is intended to, or shall operate so as to prejudice or affect any guarantee, pledge, mortgage, charge or other security of any kind whatsoever which the Security Agent may have for the Secured Obligations or any of them or any right, remedy or privilege of the Security Agent under the Finance Documents or any applicable laws.
- 4.4** In the meaning of the Article 2.372 para. (2) of the Civil Code, the cause of the Secured Obligations is the Agreements.
- 4.5** Schedule 2 (*Existing Shares*) shall be amended as soon as reasonably practicable, in case the Mortgagors acquire or become owners of any Future Shares during the Security Period. At any such time as an amendment of the abovementioned schedule is required in accordance with the above, the Mortgagors and the Company shall prepare and deliver to the Security Agent four (4) counterparts of an amendment agreement substantially in the form of Schedule 3 (*Form of Amendment Agreement*) executed by the Mortgagors and the Company together with an amended and restated Schedule 2 (*Existing Shares*) initialized by the Mortgagors and the Company which shall list the existing Shares of each Mortgagors as of the date on which such list is prepared. Upon its execution by the Parties, each such amendment agreement shall effectively amend and restate the previous version of Schedule 2 (*Existing Shares*). For the avoidance of doubt, any such amendment agreement shall constitute an extension of the Mortgage and shall fall under the provisions of this Security Document in general and under the provisions of Clause 6 (*Perfection of Mortgage*) in particular.
- 4.6** The Mortgage created hereunder over the Future Shares in the Company shall become effective as of the date of their issue, and the ranking of the Mortgage over such Future Shares shall be the ranking given at the moment of registration of the first registration notice hereunder with the Electronic Archive, in accordance with the Articles 1.228, 2.365, 2.387, 2.392 and 2.412 of the Civil Code.

Notwithstanding anything to the contrary in this Security Document, the terms of this Security Document shall not operate or be construed so as to prohibit or

restrict any transaction, matter or other step not prohibited by the Agreements or where Required Creditor Consent has been obtained and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by the Mortgagors (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of the Mortgagors pursuant to this Clause 4.6 shall be for the account of the Mortgagors, in accordance with the costs and expenses provisions set out in the Intercreditor Agreement.

5. Rights accompanying the Mortgage

5.1 Until a Declared Default has occurred and is continuing, the legal title over the Mortgaged Assets will remain with the Mortgagors and any of the Mortgagors will be permitted to retain and to exercise voting rights and powers in relation to any Mortgaged Assets and receive, own and retain all assets and proceeds in relation thereto without restriction provided that any exercise of rights does not materially adversely affect the validity or enforceability of the Mortgage or cause an Event of Default to occur.

5.2 Upon the occurrence of a Declared Default, the Security Agent may exercise at its sole discretion, in the name of the Mortgagors (or as otherwise permitted by law), any rights and/or other powers in respect of the Shares. To that end, the Mortgagors shall grant to the Security Agent a separate irrevocable Proxy for the shareholder's resolution to be taken following the occurrence of a Declared Default, which shall be executed on the date hereof in form and substance set forth in Schedule 1 (*Form of Proxy*). For the avoidance of any doubt, the Security Agent may exercise, in the name and on behalf of the Mortgagor, the rights and powers attached to the Shares as the Security Agent reasonably thinks fit in order to fully protect and preserve its interest and/or exercise its rights under this Security Document and to fully satisfy the Secured Claims. Such powers and rights granted under the Proxy are for the sole benefit of the Security Agent and shall create no liability of the Security Agent whatsoever when exercising such powers or rights granted under the Proxy.

6. Perfection of Mortgage

6.1 In order to effect and perfect the Mortgage, the Mortgagors, at their own cost and expense, shall, as soon as reasonably practicable:

- (a)** register the Mortgage with the Electronic Archive, and, if necessary, with any other public register and provide evidence of such registration to the Security Agent within 10 (ten) Business Days from the date of this Security Document and with respect to Future Shares amend such registration by adding the details of such Future Shares and the corresponding Ancillary Rights;

- (b) ensure that the Company promptly registers the Mortgage and any amendments thereto in the Shareholders' Register of the Company by inserting the following text: "Mortgaged under a first rank movable mortgage in favour of BARCLAYS BANK PLC, as Security Agent under the Movable Mortgage Agreement over Shares dated _____.2018, for securing the Facility Agreement dated 9 May 2018, to which the Company is a party as guarantor, and the other Finance Documents (Romanian: *Afectate unei ipoteeci mobiliare de prim rang asupra părților sociale în favoarea BARCLAYS BANK PLC, în calitate de Agent de Garanție, în temeiul Contractului de Ipotecă Mobiliară asupra Părților Sociale din data de _____.2018, pentru garantarea Contractului de Credit din data de 9 mai 2018 la care Societatea este parte în calitate de garant, și a celorlalte documente de finanțare*) and provide the Security Agent, within 10 (ten) Business Days from the date of this Security Document, with a copy of the Shareholders' Register, certified by the Company's director(s); and
- (c) take, at their own expense, all such action as the Security Agent may reasonably require for the purpose of perfecting, maintaining or protecting the rights of the Security Agent hereunder and preserving the Security Interests intended to be created under the Transaction Security Documents or any other document in connection therewith and for facilitating the realisation of any such security or any part thereof.

6.2 The Mortgagors shall take all such action as is available to it (including making all filings and registrations and renewals) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the mortgage created pursuant to this Security Document and its rank (Romanian: *rang*) and effectiveness towards third parties (Romanian: *opozabilitate*). Subject to the timely provision by the Security Agent of any necessary documents that may be required (such as power of attorney from the Security Agent for actions where this may be required), the Mortgagors shall indemnify the Security Agent for any costs and expenses incurred in relation to actions performed by it for the purposes specified in this Clause 6 (*Perfection of Mortgage*).

6.3 The Mortgagors shall notify the Security Agent promptly of the performance of the perfection steps set out in this Clause 6 (*Perfection of the Mortgage*) together with copies of the documents evidencing the relevant recordings and registrations. For the avoidance of doubt, it is noted that the Security Agent shall in no way be obliged to monitor any perfection, marking, recording, specification requirements or other acts to be set by the Mortgagors in accordance with and as provided in this Clause 6 (*Perfection of the Mortgage*).

7. Continuous Security Interest

7.1 The Mortgage hereby constituted shall remain in full force and effect as a continuing movable mortgage for the Secured Obligations until the end of the Security Period and shall not be released before then by any partial payment or satisfaction of all or any of the Secured Obligations or for any other reason, except

as otherwise agreed under the Intercreditor Agreement as per agreed position on English security.

- 7.2** The Mortgagors and the Security Agent agree that in the case of a transfer or assignment of the Secured Obligations or any part thereof to a third party, as well as in case of a substitution of the Mortgagors (whether such transfer, assignment, substitution or assumption shall qualify, under the applicable law as novation (Romanian: *novație*) or assignment of contract (Romanian: *cesiune de contract*) or not), the Mortgage hereunder shall continue to secure such assigned, transferred, substituted or assumed Secured Obligations.

8. Release of Mortgage

- 8.1** As soon as reasonably practical after the end of the Security Period, the Security Agent, in accordance with the provisions of clause 19.28 (*Winding up of trust and release of Transaction Security*) of the Intercreditor Agreement, shall, at the cost and expense of the Mortgagors, release the Mortgage, without recourse or warranty, by issuing a release letter or any other necessary document and perform the de-registration of the Mortgage from the Electronic Archive, in accordance with the provisions of Article 2.419 of the Romanian Civil Code.

9. Representations and warranties

Each Mortgagor represents and warrants to the Security Agent that:

9.1 Status

- (a)** It is duly incorporated (or, as the case may be, organised or registered) and validly existing under the laws of its jurisdiction of its incorporation (or, as the case may be, organisation or registration).
- (b)** It has the power to own its assets and carry on its business as it is being conducted.

9.2 Binding obligations

Subject to the Legal Reservations and the Perfection Requirements:

- (a)** its obligations under this Security Document are valid, legally binding and enforceable obligations; and
- (b)** (without limiting the generality of paragraph (a) above), this Security Document creates the valid first ranking mortgage which this Security Document purports to and the mortgage is valid and effective.

9.3 Non-conflict with other obligations

Subject to the Legal Reservations and the Perfection Requirements, the entry into and performance by it of, and the transactions contemplated by this Security Document do not contravene

- (a) any law or regulation applicable to it in any material respect;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any member of the Group or any of its or their respective assets, to an extent which has or is reasonably likely to have a Material Adverse Effect.

9.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Security Document and to carry out the transactions contemplated by this Security Document.

9.5 Validity and admissibility in evidence

All authorisations required by it in order:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Security Document; and
- (b) to make this Security Document, subject to the Legal Reservations, admissible in evidence in its Relevant Jurisdiction,

have been obtained or effected and are in full force and effect, subject to the Legal Reservations and Perfection Requirements.

9.6 Governing law and enforcement

- (a) Subject to the Legal Reservations, the choice of governing law of this Security Document will be recognised and enforced in its Relevant Jurisdiction.
- (b) Subject to the Legal Reservations and the Perfection Requirements, (i) any judgment obtained in relation to this Security Document in the jurisdiction of the governing law of this Security Document will be recognised and enforced in its Relevant Jurisdiction and (ii) any judgment obtained in relation to this Security Document will be recognised and enforced in the jurisdiction of the governing law of this Security Document.

9.7 Shares

- (a) The Shares are fully paid and not subject to any lien, right to sell or forfeit, option to purchase or similar rights. The constitutional documents

of the Mortgagors or the Company do not restrict or inhibit any transfer of the Shares or enforcement of the Shares.

- (b) As at the date of this Security Document:
 - (i) The Mortgagor 1 is the owner of the Mortgagor 1 Shares;
 - (ii) The Mortgagor 2 is the owner of the Mortgagor 2 Shares.
- (c) No Mortgagor owns any shares in the Company which are not subject to the Mortgage created under this Security Document, or are or have been subject to amendment and mortgage in accordance with Clause 4.5.

9.8 Repetition

The representations and warranties in this Clause 9 (*Representations and warranties*) are made on the date of this Security Document and shall be deemed to be repeated on each day when representations are repeated in accordance with clause 24.29 (*Repetition*) of the Senior Facilities Agreement.

SECTION 3

ENFORCEMENT

10. Enforcement

- 10.1** Upon the occurrence of a Declared Default which is continuing, the Security Agent shall, in accordance with the enforcement principles of the Intercreditor Agreement, have the right to enforce this Mortgage either according to the provisions of the Civil Procedure Code or according to the procedures established by the Civil Code without being liable for any loss occasioned by either such option and/or such enforcement or resulting from postponement thereof. For the avoidance of doubt, the Security Agent shall be entitled to enforce the Mortgage in any manner permitted by the applicable law (including private) and in any order considered fit by the Security Agent, including to take possession of the Mortgage Assets by its own means in accordance with Article 2.440 of the Civil Code.
- 10.2** For the avoidance of any doubt, powers of the Security Agent under any powers of attorney *granted* pursuant to this Security Document shall not be exercisable at any time unless a Declared Default has occurred and is continuing.
- 10.3** . The Mortgagors hereby expressly waive any requirement for the Security Agent to conduct court proceedings.
- 10.4** After the occurrence of a Declared Default which is continuing, the Security Agent shall be entitled to enforce the Mortgage in any manner permitted by applicable law and in any order considered fit by the Security Agent, including, but without limitation, in case of enforcement under the Civil Code, as the case may be:

- (a) to instruct the Company and any relevant third party to perform their respective obligations in respect of the Proceeds directly towards the Security Agent without any prior written consent of the Mortgagors being necessary;
 - (b) cash-in the Proceeds and apply such amounts towards discharging (on a pro-rata basis) any portion of the Secured Obligations;
 - (c) to take possession (Romanian: *a prelua*), by its own means, any part or all of the Mortgaged Assets, for the account of and in compensation for the claims in respect of the outstanding Secured Obligations, pursuant to Article 2.440 of the Civil Code, respectively, via an enforcement officer (Romanian: *executor judecătoresc*), to take possession of any of the Company's registers, deeds or other documents which evidence ownership title over the Shares;
 - (d) to take part or all of the Mortgaged Assets in payment (Romanian: *preluarea Bunului ipotecat în contul creanței*) for its claims in respect of the outstanding Secured Obligations, in accordance with Article 2.460 of the Civil Code; and/or
 - (e) to assign, sell or otherwise transfer any part or all of the Mortgaged Assets, in accordance with Article 2.445 of the Civil Code, directly to a third party (at its own choice) or pursuant to an auction made public either through a newspaper or in any other form chosen by the Security Agent (at its own final discretion), and to apply the proceeds of such assignment, sale or transfer for the account of and in compensation for its claims in respect of the outstanding Secured Obligations. To this end, the Mortgagors will execute on the date hereof the power of attorney substantially in the form set out in Schedule 1 (*Form of Proxy*);
 - (f) to instruct the Company to, without delay, register or arrange for the registration of the ownership of the Security Agent or of any third party buyer indicated by the Security Agent over the mortgaged shares with the Shareholders' Registry and with any other appropriate authorities or institutions, as the case may be;
 - (g) to take over the Mortgaged Shares, for the purpose of administration, in accordance with Articles 2468-2473 of the Civil Code;
 - (h) to utilise any combination of the methods set forth above in this Section 7 for the purpose of satisfying the Secured Obligations.
- 10.5** In case of enforcement outside the court proceedings, in accordance with Clause 10.4(e), of any part or all of the Mortgaged Assets, the Security Agent shall determine the market value of the Mortgaged Assets.
- 10.6** Notwithstanding and in addition to, the provisions of this Clause, in accordance with the provisions of Article 2396 paragraphs 1 and 2 of the Civil Code, the

Mortgagor acknowledges and agrees that failure by it to observe any of its obligations under this Security Document:

- (a) may render more difficult or impossible the enforcement of the rights of the Security Agent hereunder; and
- (b) represents a reasonable commercial ground to consider that as a result of such event the Mortgaged Assets are endangered or about to be endangered and/or that the payment of the Secured Obligations may be impaired

and that, accordingly, the Security Agent (or any person appointed by it, including an enforcement officer, or any other receiver or a delegate appointed by the Security Agent), shall be entitled to exercise any of the rights and discretions given to it under this Clause 9 (*Enforcement*).

10.7 Upon the occurrence of a Declared Default which is continuing the Security Agent is also entitled to call (in accordance with Clause 5 (*Rights accompanying the Mortgage*)) for the payment directly to it of any Distributions (except for the payment of any shareholder loans) and thereafter apply all or any part of such payments towards the discharge of the outstanding Secured Obligations.

10.8 The Mortgagors hereby waive: (i) any right they may have to demand that any other security interest provided by the Mortgagors or any third party shall be enforced beforehand and to invoke any principle of law existing in any jurisdiction which would restrict the ability of the Security Agent to enforce the Mortgage created under this Security Agreement; (ii) any right to avoid or set aside this Security Agreement, after the occurrence of a Declared Default which is continuing; or (iii) their right to set-off any claims they might have against the Security Agent with any Secured Obligations, after the occurrence of a Declared Default which is continuing.

10.9 The Parties agree that no partial recovery of the Secured Obligations, by way of (i) enforcement, irrespective of method, under this Security Document, or (ii) otherwise, will result in the termination, or otherwise impairment of the remaining Secured Obligations and these shall survive until their unconditional and irrevocable payment and discharge in full in accordance with the Agreements, and the Mortgagor hereby expressly waives the provisions of Article 2.463 para. (1) letter (a) of the Civil Code.

10.10 Until the end of the Security Period and subject to the Intercreditor Agreement, the Mortgagors shall not exercise any rights which it may have by reason of enforcement of the Mortgaged Assets or otherwise by reason of any amount being payable, or liability arising, under this Security Document to:

- (c) request any payment or be indemnified by an Obligor;
- (d) claim any contribution from or to regress against any other guarantor of an Obligor's obligations under the Finance Documents;

- (e) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Finance Parties;
- (f) exercise any right of set-off against the Company or an Obligor; and/or
- (g) claim or prove as a creditor of the Borrower in competition with the Finance Parties.

11. Application of Proceeds

The proceeds from the enforcement of the Mortgage shall be applied as specified under clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

SECTION 4

MISCELLANEOUS

12. Notices and their Language

12.1 Communications in writing

Unless expressly provided otherwise herein, all notices, demands, or other communications to be made under or in connection with this Security Document shall be in writing, pursuant to clause 24.1 (*Communications in writing*) of the Intercreditor Agreement.

12.2 Addresses

The address and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Security Document is as set forth in clause 24.3 (*Addresses*) of the Intercreditor Agreement.

12.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Security Document will only be effective as provided under clause 24.4 (*Delivery*) of the Intercreditor Agreement.

12.4 Language

- (a) Any notice given under or in connection with this Security Document must be in English.
- (b) All other documents provided under or in connection with this Security Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Security Agent, accompanied by an English translation and, in this case, the English translation will prevail, unless the document is a constitutional, statutory or other official document.

13. Partial Invalidity

If any provision of this Security Document shall be or become ineffective in whole or in part, the remaining provisions shall remain unaffected. Invalid provisions shall be deemed replaced by such valid provisions which, taking into consideration the purpose and intent of this Security Document, have, to the extent legally possible, the same economic effect as the invalid provision. The preceding rule shall be applicable mutatis mutandis to any omissions in this Security Document.

14. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Security Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Security Document are cumulative and not exclusive of any rights or remedies provided by law.

15. Amendments

This Security Document may be amended only by the written agreement of the Parties. A waiver of this requirement must be made in writing.

16. Assignability

- (a) The Security Agent may (i) assign any of its rights; or (ii) transfer any of its rights and obligations, in respect of this Security Document in accordance with clause 19 (*The Security Agent*) or clause 20 (*Changes to the Parties*) of the Intercreditor Agreement.
- (b) The Mortgagors hereby confirm that, in case of resignation of the Security Agent and appointment of a new Security Agent in accordance with Clause 19.17 (*Resignation of the Security Agent*), the Mortgage created pursuant to this Security Document shall be automatically deemed as being created in favour of the new Security Agent, which shall be deemed as being party to this Security Document as "Security Agent", and benefit from all rights and prerogatives of the Security Agent in accordance with this Security Document.

17. Costs and Expenses

Clause 21 (*Costs and Expenses*) in the Intercreditor Agreement shall apply *mutatis mutandis* to this Security Document.

18. Acknowledgment

The Mortgagors and each individual signing this Security Document on behalf of the Company hereby acknowledge by such individual's signature on this Security Document that such individual understands English sufficiently to comprehend the provisions of this Security Document.

SECTION 6

GOVERNING LAW AND JURISDICTION

19. Governing Law

This Security Document shall be governed by, and construed in accordance with, the laws of Romania.

20. Jurisdiction

Romanian courts shall have exclusive venue and jurisdiction with respect to any lawsuit, action or proceeding relating to this Security Document (including a dispute regarding the existence, validity or termination of this Security Document).

21. Writ of Execution

This Security Document is and constitutes without any further formalities a writ of execution (Romanian: *titlu executoriu*) under the Article 2.431 of the Civil Code.

22. Execution

This Security Document shall be executed by the Parties hereto in any number of counterparts and any single counterpart or set of counterparts executed and delivered by all the parties hereto shall constitute a full and original Security Document for all purposes. For documentation purposes, after execution of this Security Document in counterparts and exchanging signatures via e-mail, the Parties shall also circulate per mail and execute four (4) originals of this Security Document so that, eventually, each Party shall hold for its records one original of this Security Document signed by all Parties.

Schedule 1

Form of Proxy

Proxy

WHEREAS:

1. **VITA INTERNATIONAL LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 472253 dated 26 August 1949, as mortgagor (the "**Mortgagor 1**"); and
2. **VITA INDUSTRIAL (UK) LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 01031815 dated 19 November 1971, as mortgagor (the "**Mortgagor 2**" and together with Mortgagor 1 the "**Mortgagors**"),

Hereby irrevocably and unconditionally authorise and empower:

BARCLAYS BANK PLC, a company incorporated in England and Wales with registered number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, (the "**Security Agent**")

holding a first ranking security interest over 100% of the shares issued by **VITAFOAM ROMANIA S.R.L.**, a limited liability company established and existing under the laws of Romania, with its registered address in Luduş, 34 1 Mai Street, county of Mureş, Romania, registered with the Trade Register under no. J26/1208/2010, having the Unique Identifier of European Level (EUID) ROONRC.J26/208/2010, the sole registration number 16466520 and the share capital of RON 27,180,110 (the "**Company**"), in accordance with the movable mortgage agreement over shares concluded among the Mortgagors, the Company and the Security Agent on ● 2018 (the "**Security Document**"),

as the Mortgagors' true attorneys-in-fact with full power and authority in order to, upon the occurrence of a Declared Default which is continuing in accordance with the Security Document:

- (a) represent the Mortgagors in their capacity as shareholders of the Company at each and every shareholders' meetings of the Company and when taking written shareholders' resolutions, and to exercise the voting right on their behalf as the Security Agent reasonably thinks fit, including when resolving upon changes and amendments to the articles of association; and

- (b) assign, sell or otherwise transfer in its name and on its account all or part of the shares held by the Mortgagors in the Company, as well as to sign all documents related thereto and give other statements and declarations of will, in particular to draw up one or more assignment, sale or transfer agreements (also in the form of offer and acceptance) to fix the respective assignment price or the method of calculation for the assignment price, and to determine all remaining provisions of such assignment, sale or transfer agreements; and
- (c) undertake all other actions in connection with the activities mentioned in point (a) and (b) above, including, but without limitation to, the issuance and signing of any documents necessary for the registration of such assignment, sale or transfer with the Romanian trade register, to issue and receive statements, to sign with and without notarization and to set up documents in the form of privately signed documents, or a notarial deed or a notarial recording or another foreign recording (also in form of a foreign notarial deed) by a notary public, each and every of which in form and substance acceptable to the Security Agent.

The Security Agent is dispensed from the prohibition of self-contracting on its own account (Romanian: *mandatul cu sine însuși*) or acting on behalf of a third person (Romanian: *contract de interpunere de persoane*); double representation (Romanian: *dublă reprezentare*) is permissible.

The Security Agent is authorized to freely delegate in full or in part this power of attorney to third parties.

This special proxy is unconditional and irrevocable.

This special proxy is governed by the Romanian law.

For VITA INTERNATIONAL LIMITED

Date: _____

Please print full name: _____

SIGNATURE: _____

For VITA INDUSTRIAL (UK) LIMITED

Date: _____

Please print full name: _____

SIGNATURE: _____

Schedule 2

Existing Shares

Shareholder name	Number of Shares	Number of Shares Owned (in %)	Percentage of Total Shares (in %)	Market Value (in \$)
VITA INTERNATIONAL LIMITED	1,212,068	10	44.5939115661%	12,120,680
VITA INDUSTRIAL (UK) LIMITED	1,505,943	10	55.4060884339%	15,059,430

Schedule 3
Form of Amendment Agreement

Amendment No. ● to the Movable Mortgage Agreement over Shares

dated ● 2018

This amendment is made by and between:

1. **BARCLAYS BANK PLC**, a company incorporated in England and Wales with registered number 01026167 and having its registered office at 1 Churchill Place, London, E14 5HP, as security agent for the Finance Parties under the Senior Facilities Agreement (the "**Security Agent**");
2. **VITA INTERNATIONAL LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 472253 dated 26 August 1949, as mortgagor (the "**Mortgagor 1**");
3. **VITA INDUSTRIAL (UK) LIMITED**, a company duly established and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its registered address in the United Kingdom of Great Britain and Northern Ireland, Middleton, Manchester, M24 2DB Oldham Road, registered with the trade register under no. 01031815 dated 19 November 1971, as mortgagor (the "**Mortgagor 2**" and together with Mortgagor 1 the "**Mortgagors**"); and
4. **VITAFOAM ROMANIA S.R.L.**, a limited liability company established and existing under the laws of Romania, with its registered address in Luduş, 34 1 Mai Street, county of Mureş, Romania, registered with the Trade Register under no. J26/1208/2010, having the Unique Identifier of European Level (EUID) ROONRC.J26/208/2010, the sole registration number 16466520 and the share capital of RON 27,180,110, as company (the "**Company**").

NOW IT IS HEREBY agreed as follows:

The Security Agent, the Mortgagors and the Company hereby enter into Amendment no. ● (this "**Amendment**") to the movable mortgage agreement over shares dated ● 2018 (the "**Security Document**"). Terms defined in the Security Document shall have the same meaning when used herein.

The parties to this Amendment hereby agree that Schedule *[Number of the relevant Schedule and the title, as the case may be to be inserted]* of the Security Document shall be replaced by the schedule attached hereto.

The Amendment set out herein shall take effect on the date of its signing. From the date of this Amendment the schedule attached hereto shall form an integral part of the Security Document. Except as amended hereby, the Security Document shall continue in full force and effect. This Amendment is governed by Romanian law.

Movable Mortgage Agreement over Shares

The Mortgagor 1

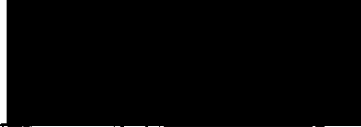
The Security Agent

The Mortgagor 2

The Company

EXECUTION PAGE

BARCLAYS BANK ~~PLC~~ as Security Agent




signed by PAL BRANNWHITE

26 JULY 2018
Date

EXECUTION PAGE

VITA INTERNATIONAL LIMITED as Mortgagor 1


signed by DANIEL C. GORDON

26.07.2018

Date

EXECUTED as a DEED by

VITA INTERNATIONAL LTD acting by:

DANIEL C. GORDON as Director: _____

Witness:



Name:

NATHALIE WALLEN

Address:

VITARAM, 1021 AM RD, MINDRECK, M24 2J5

Occupation:

BOOK ASSISTANT

EXECUTION PAGE

VITA INDUSTRIAL (UK) LIMITED as Mortgagor 2



signed by Daniel C. Jordan

26.07.2018

Date

EXECUTED as a DEED by

VITA INDUSTRIAL (UK) Ltd acting by:

DANIEL C. JORDAN

as Director: _____

Witness:



Name:

NATLIE WILSON

Address:

VITACAM, OLDHAM ROAD, MINDREY, M24 2B

Occupation:

EXEC ASSISTANT

EXECUTION PAGE

VITAFOAM ROMANIA S.R.L. as Company



signed by JAN CHISLE

26.07.2018
Date