

MR01

Particulars of a charge

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Oyez



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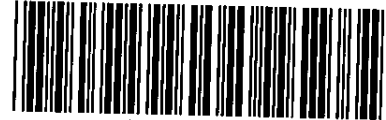
What this form is for

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 the instrument is not a charge. Use form MR02.



LD4

L7BL2ULC

03/08/2018

#77

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 the form is 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

For official use

(13)

Filling 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

26 07 2018

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.

MR01

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, Gotshal & Manges (London) LLP X

This form must be signed by a person with an interest in the 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 0013

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 3rd August 2018.

Given at Companies House, Cardiff on 14th August 2018



Companies House



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

Certified Copy in Excerpt

Deed Roll No: D 2089 /2018

Done this 26th day of July 2018 at Munich

Before the undersigned notary

Dr. Christoph Döbereiner

with his offices at

D-80539 Munich, Marstallstraße 11

appeared today

- (1) Mr Fabrice Hipp, born on 6 June 1987, with his business address at D-80539 Munich, Maximilianstraße 11, who is not acting in his own name but as attorney of the Pledgors and the Pledged Companies as defined in the Share Pledge Agreements and on the basis of the powers of attorney attached hereto;
- (2) Mr Steffen Giolda, born on 28 May 1984, with his business address at D-60329 Frankfurt am Main, Taunusanlage 1 (Skyper), who is not acting in his own name but as attorney of the Security Agent as defined in the Share Pledge Agreements and on the basis of the power of attorney attached hereto.

The person appearing to (1) is personally known to the notary. The person appearing to (2) identified himself by German identity card.

The persons appearing requested the notarisation of the following Share Pledge Agreements in respect of all of the shares in the Pledged Companies as defined in the aforesaid agreements.

The Notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well. The parties were advised by the notary of their right to be provided with a written translation of this deed to be attached hereto, but expressly waived any such right.

Upon enquiry it was concluded by all parties that no prior involvement of the officiating notary exists within the meaning of Section 3 sub-paragraph 1 no. 7 German Notarisation Act (*Beurkundungsgesetz*).

Each person appearing declared that he does not assume any personal liability in connection with his acting as attorney in fact, in particular with respect to the validity of the powers of attorney presented to me, and all other parties accept such declaration.

The original powers of attorney were presented for the purpose of this notarisation. Certified copies of the original powers of attorney are attached to this deed.

The persons appearing then declared the following which they requested to be recorded in a notarial deed:

Share Pledge Agreement
(Geschäftsanteilsverpfändungsvertrag)

26 July 2018

relating to the shares in Vita (Germany) GmbH

between

Vita International Limited
as Pledgor

and

Barclays Bank PLC
as Security Agent

SHARE PLEDGE AGREEMENT
(GESCHÄFTSANTEILSVERPFÄNDUNGSVERTRAG)

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THIS SHARE PLEDGE AGREEMENT (the "**Agreement**") is dated 26 July 2018 and 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) (the "**Security Agent**").

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

PREAMBLE

- (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 and others have entered into a EUR 130,000,000 senior facilities agreement (the "**Senior Facilities Agreement**").
- (B) On 9 May 2018 the Parent, Barclays Bank PLC as agent and security agent and others have 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) It is a requirement under the Senior Facilities Agreement that the Pledgor enters into this Agreement.
- (D) It is the intention of the Pledgor to secure all claims of the Secured Parties (as defined below) under the Secured Debt Documents (as defined below) including the claims arising under the Parallel Debt by way of a pledge over all shares held by it in the Pledged Company.

- (E) The Security Agent will hold and administer the security created under this Agreement for the benefit of the Secured Parties subject to the terms of the Intercreditor Agreement.

IT IS AGREED AS FOLLOWS:

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, 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*.

1. PLEDGE OF SHARES

1.1 Pledge

The Pledgor hereby pledges (*verpfändet*) to the Security Agent:

- 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 1.1 are hereinafter referred to as the "**Pledged Rights**". The pledges created under this Clause 1.1 are hereinafter referred to as the "**Pledges**".

1.2 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.

1.3 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 1.3a) 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 Sec. 103 of the German Insolvency Act (*Insolvenzordnung*, "InsO").

1.4 Acceptance of Pledges

The Security Agent hereby accepts the Pledges.

2. DIVIDENDS AND OTHER MONETARY CLAIMS

2.1 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 2.2 (*Revocation*) below.

2.2 Revocation

The Security Agent may revoke the authorisation under Clause 2.1 (*Authorisation*) above by giving notice towards either the Pledged Company or the Pledgor upon the occurrence of an Enforcement Event (as defined in Clause 6.1 (*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.

2.3 Upon revocation in accordance with Clause 2.2 (*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 6.1 (*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 2.3 and the security interests over the dividends or other distributions.
- d) In the event of an Enforcement Event (as defined in Clause 6.1 (*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 2.3a) 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).

2.4 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.

3. 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.

4. 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.

5. 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.

6. ENFORCEMENT OF PLEDGES

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

7. 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.

8. WAIVER OF DEFENCES

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

9. CONTINUATION

9.1 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.

9.2 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.

9.3 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.

10. 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.

11. 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 BME Loans Agency

- 11.2 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.

- 11.3 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.

12. MISCELLANEOUS

12.1 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.

12.2 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.

12.3 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*).

12.4 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 12.4 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.

12.5 Governing law

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

12.6 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 12.6 is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

13. 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

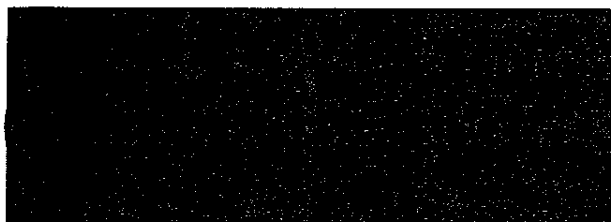
Present Shares

Name of Pledged Company	Owner of the Present Shares	Share capital (<i>Stammkapital</i>)	Number of shares
Vita (Germany) GmbH	Vita International Limited	EUR 25.000,00	2

The Notary advised the persons appearing:

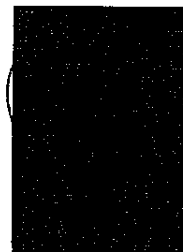
- that a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical);
- that notwithstanding 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); and
- that 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 above Share Pledge Agreements including the Schedules were read aloud by the Notary to the persons appearing, approved by them and signed by the persons appearing and by the Notary in their own hand as follows:



I hereby certify that this certified copy in excerpt
is a true copy of the relevant parts of the original.

Munich, 02/08/2018



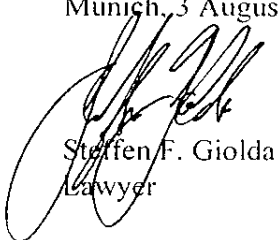
Notary Representative



This is certified a true copy of an excerpt of the
notarial deed no. D 2089/2018 of notary Dr. Christoph
Döbereiner with its seat in Marstallstraße 11 in 80539
Munich containing the complete original share pledge
agreement relating to the shares in Vita (Germany)
GmbH save for certain permitted redactions.

Weil, Gotshal & Manges LLP
Maximilianhöfe 4. OG
Maximilianstr. 13
80539 München
Tel 089-24243-0 • Fax 089-24243-399

Munich, 3 August 2018

A handwritten signature in black ink, appearing to read "Steffen F. Giolda".

Steffen F. Giolda
Lawyer