



Registration of a Charge

Company Name: **VITA INTERNATIONAL LIMITED**

Company Number: **00472253**



Received for filing in Electronic Format on the: **02/11/2021**

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Details of Charge

Date of creation: **21/10/2021**

Charge code: **0047 2253 0019**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RAMONE BEDI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 472253

Charge code: 0047 2253 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2021 and created by VITA INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2021 .

Given at Companies House, Cardiff on 3rd November 2021

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



Companies House



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

EXECUTION VERSION

**MORTGAGE AGREEMENT
OVER SHARES
IN VITAFOAM ROMANIA S.R.L.**

DATED 21 OCTOBER 2021

between

**VITA INTERNATIONAL LIMITED
and**

**VITA INDUSTRIAL (UK) LIMITED
(as Mortgagors)**

and

**LUCID TRUSTEE SERVICES LIMITED
(as Mortgagee)**

RTPR



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This **MORTGAGE AGREEMENT OVER SHARES** (this **Agreement**) is entered into on 21 October 2021 between:

- (1) **VITA INTERNATIONAL LIMITED**, a company organised and existing under the laws of England and Wales, having its registered office at Oldham Road, Middleton, Manchester, M24 2DB United Kingdom, registered with the Companies House under No. 00472253 of 26 August 1949, as mortgagor (**Mortgagor #1**);
- (2) **VITA INDUSTRIAL (UK) LIMITED**, a company organised and existing under the laws of England and Wales, having its registered office at Oldham Road, Middleton, Manchester, M24 2DB, United Kingdom, registered with the Companies House under No. 01031815 of 19 November 1971, as mortgagor (**Mortgagor #2**); and

(the Mortgagor #1 and the Mortgagor #2 are referred to, collectively, as the **Mortgagors**, and each, as a **Mortgagor**)

- (3) **LUCID TRUSTEE SERVICES LIMITED**, a private limited company organised and existing under the laws of England and Wales, having its registered headquarters at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG, registered with the Companies House under number 10992576, as secured creditor hereunder and as Security Agent for the benefit of the other Secured Parties (as defined in the Intercreditor Agreement) (the **Mortgagee**).

(the Mortgagors and the Mortgagee are referred to, collectively, as the **Parties**, and each, as a **Party**).

WHEREAS:

- (A) The Mortgagor #1 holds a number of 1,212,068 shares (in Romanian, *părți sociale*), each having a nominal value of RON 10, and the Mortgagor #2 holds a number of 1,505,943 shares, each having a nominal value of RON 10, in **VITAFOAM ROMANIA S.R.L.**, a limited liability company incorporated and existing under the laws of Romania, having its registered office in Luduș, 34 1 Mai Street, Mureș County, Romania, registered with the Commercial Registry under no. J26/208/2010, sole registration number 16466520 and European Unique ID (EUID) ROONRC.J26/208/2010, with a total share capital of RON 27,180,110 divided into 2,718,011 shares, each share having a nominal value of RON 10 (the **Company**).
- (B) Pursuant to an English law governed senior facilities agreement entered into on 23 April 2021 (the **Original Facilities Agreement**) between, among others,
 - (a) **VITA GLOBAL FINCO LIMITED**, a limited liability company, incorporated and existing under the laws of Jersey, having its registered office at Level 1, IFC 1, Esplanade, St Helier Jersey JE2 3BX, registered under number 125699, as Original Borrower and as Original Guarantor (the **Parent**);
 - (b) the financial institutions listed in Part II (*The Original Lenders*) of Schedule 1 (*The Original Parties*) of the Original Facilities Agreement, as Original Lenders;
 - (c) **LUCID AGENCY SERVICES LIMITED**, as agent of the other Finance Parties (as defined in the Original Facilities Agreement) (the **Agent**); and
 - (d) the Mortgagee, as security agent of the Secured Parties (as defined in the Original Facilities Agreement) (the **Security Agent**).

the Original Lenders and the Additional Facility Lenders (as defined under the First Additional Facility Notice) agreed to make available to the Borrowers several loan facilities of up to a total of EUR 280,000,000 for the purposes set out under Clause 3 (*Purpose*) of the Original Facilities Agreement.

- (C) Pursuant to an Additional Facility Notice (as defined in the Original Facilities Agreement) entered into on 4 June 2021 (the **First Additional Facility Notice**) between the Agent, the Security Agent, the Parent and the Additional Facility Lenders (as defined therein), an additional revolving facility amounting to EUR 30,000,000 was established as an Additional Revolving Facility under the Original Facilities Agreement to be applied by the Borrowers (as defined in the Original Facilities Agreement) in or towards (directly or indirectly) financing or refinancing the general corporate purposes and/or working capital requirements of the Group (as defined in the Original Facilities Agreement).
- (D) The Original Facilities Agreement was amended and restated by way of an amendment and restatement agreement dated 22 September 2021 (the **Amendment and Restatement Agreement**), which included the amended and restated form of the Original Facilities Agreement, concluded between the Parent and the Agent, for the purpose of implementing the LIBOR to SONIA/RFR transition (the Original Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement and supplemented by the First Additional Facility Notice and the Second Additional Facility Notice (as defined below), subsequently the **Facilities Agreement**).
- (E) Subject to the terms of the Facilities Agreement, the Additional Facility Lenders (as defined under the Second Additional Facility Notice) have agreed to make available to the Parent an additional facility amounting to £75,000,000 by way of an Additional Facility Notice dated 15 September 2021 (the **Second Additional Facility Notice**) for the purpose of (directly or indirectly): (i) financing or refinancing the consideration (including any applicable purchase price adjustments) payable for the acquisition of 100% of the shares in each of Palma Topco Limited (the **Target**, and together with its subsidiaries (if any) the **Target Group**) in accordance with the terms of the Acquisition Agreement (as defined in the Second Additional Facility Notice) (the **Acquisition**); (ii) refinancing or otherwise discharging outstanding indebtedness and any related hedging agreements of the Target Group and paying any related breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing, discharge and/or the Acquisition (as applicable), (iii) paying all fees, commissions, costs and expenses, stamp, registration and other taxes incurred by the Parent or any other member of the Group (as defined in the Facilities Agreement) in connection with the Acquisition and the negotiation, preparation, execution, notarisation and registration of the related documentation together with all fees, commissions, costs and expenses incurred by the Group (including the Target Group) in connection with the Acquisition or related documentation, (iv) financing other amounts related or incidental to the Acquisition including fees, costs and expenses; and (v) to the extent not applied pursuant to paragraphs (i) to (iv) above, the general corporate and working capital purposes of the Group (as defined in the Facilities Agreement).
- (F) The parties to the Facilities Agreement, among others, have also entered into an English law governed intercreditor agreement dated 4 June 2021, pursuant to which the parties thereto have agreed to regulate certain arrangements between them (the **Intercreditor Agreement**).
- (G) The Mortgagors acceded as third party security providers to the Intercreditor Agreement pursuant to an accession deed dated 8 July 2021 (the **Accession Deed**).
- (H) The Company acceded as an additional guarantor to the Facilities Agreement and as a debtor and intra-group lender to the Intercreditor Agreement pursuant to an accession deed dated 8 July 2021.
- (I) Pursuant to Clause 18.6 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement, the Mortgagee has its own separate and independent right, as creditor, to claim from, *inter alios*, each of the Debtors and each Topco Independent Obligor (as defined in the Intercreditor Agreement), the payment in full of all sums of money due from time to time under or in connection with the Secured Debt Documents (as defined in the Intercreditor Agreement) (also referred to as the

"Parallel Debt" in the Intercreditor Agreement), and, consequently, the due and punctual performance of the Secured Obligations (as defined below).

- (J) As a condition precedent under the Facilities Agreement in connection with the accession of the Company and in order to secure the Secured Obligations (as defined under the First Shares Mortgage Agreement), the Mortgagors created in favour of the Mortgagee, a movable mortgage over all present and future shares held or which will be held by the Mortgagors in the share capital of the Company, as well as over any related rights by way of a Romanian law governed movable mortgage agreement over shares dated 8 July 2021 (the **First Shares Mortgage Agreement**).
- (K) Pursuant to the terms and conditions of the Second Additional Facility Notice, it is a condition subsequent thereunder for the Mortgagors to create in favour of the Mortgagee, a subsequent ranking movable mortgage over all present and future shares held or which will be held by the Mortgagors in the share capital of the Company, as well as over any related rights, as security for the performance of the Secured Obligations (as defined below).
- (L) In order to ensure fulfilment of such condition, the Mortgagors and the Mortgagee have agreed to enter into this Agreement.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND CONSTRUCTION

- 1.1 Defined Terms. Wherever used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

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

Civil Code means the Civil Code as republished in the Official Gazette of Romania No. 505 of 15 July 2011, approved by Law No. 287 of 17 July 2009 regarding the Civil Code and as further amended and Law No. 71 of 3 June 2011 regarding the application of the Civil Code as published in the Official Gazette of Romania No. 409 of 10 June 2011 and as amended, as such may be further amended at any time.

Civil Procedure Code means the Romanian Civil Procedure Code as republished in the Official Gazette of Romania No. 247 of 10 April 2015, approved by Law No. 134 of 1 July 2010 regarding the Civil Procedure Code as republished in the Official Gazette of Romania No. 545 of 3 August 2012 and Law No. 76 of 24 May 2012 regarding the application of the Civil Procedure Code as published in the Official Gazette of Romania No. 365 of 30 May 2012, as amended and as such may be further amended at any time.

Company Law means Romanian Law No. 31/1990 on companies, as further republished and amended.

Encumbrance means any movable mortgage (in Romanian, *ipoteca mobilă*), immovable mortgage (in Romanian, *ipoteca imobiliară*), pledge, charge, privilege, priority, hypothecation, encumbrance, assignment, lien, attachment, set-off or other security interest of any kind, or any other agreement or arrangement having the effect of conferring security upon or with respect to, or any segregation of, or other preferential arrangement with respect to, any present or future assets, revenues or rights, including, without limitation, any taxes or duties due to any public body or any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy and excluding any unsecured personal liabilities.

Euro or EUR means single, unified, lawful currency of those member states of the European Union participating in the Economic and Monetary Union.

Existing Shares means the Mortgagor #1 Shares and the Mortgagor #2 Shares.

Fair Market Value means the market value of the Mortgaged Shares or any part thereof as determined by a reputable independent valuator selected by the Mortgagee.

Future Shares means any and all future shares issued to, or for the benefit of, or otherwise acquired by any of the Mortgagors after the date of this Agreement in the share capital of the Company (or any successor entity), irrespective of the reason of such issuance or acquisition, including in the event of a share acquisition, transfer, an increase of the share capital of the Company or otherwise.

Insolvency Regulation means the Regulation (EU) 2015/848 of the European Parliament and of the Council on insolvency proceedings (recast).

Movable Mortgage means the movable mortgage (in Romanian, *ipotecă mobilă*) as regulated by the Civil Code and created under this Agreement over the Mortgaged Shares in favour of the Mortgagee in accordance with Section 4.1 of this Agreement.

Mortgaged Shares means:

- (i) the Existing Shares;
- (ii) the Future Shares; and
- (iii) the Related Rights.

Mortgagor #1 Shares means all 1,212,068 shares (in Romanian, *părți sociale*) shares held by the Mortgagor #1 in the Company as at the date of this Agreement, each having a nominal value of RON 10 and a total value of RON 12,120,680, representing 44.5939% of the share capital of the Company.

Mortgagor #2 Shares means 1,505,943 shares (in Romanian, *părți sociale*) held by the Mortgagor #2 in the Company as at the date of this Agreement, each having a nominal value of RON 10 and a total value of RON 15,059,430, representing 55.406% of the share capital of the Company.

National Register means the National Register for Movable Publicity (in Romanian, *Registrul Național de Publicitate Mobiliară*) as regulated in accordance with Law No. 297 of 3 December 2018 on movable publicity, as republished, or any similar public register, replacing the National Register.

Registration Notice means the notice to be registered with the National Register for purposes of perfecting or protecting the security hereby created (or intended to be created) and preserving or protecting the rights of the Mortgagee under this Agreement.

Related Rights means, in relation to any Shares, all present and future:

- (i) dividends and distributions of any kind and any other sum or proceeds (as defined under Article 2392 of the Civil Code) received or receivable in respect of the Shares; for the avoidance of any doubt, the Parties hereby agree and acknowledge that any shares, money or/and other interests to be issued to any of the Mortgagors in any surviving entity as a result of any reorganisation of the Company (by way of merger, demerger or other similar procedure) qualify as products (in Romanian, *produse*) and proceeds (in Romanian, *fructe civile*) within the meaning of articles 547-550 of the Civil Code and as future property (in Romanian, *bunuri viitoare*) of the respective Mortgagor and fall within the scope of the mortgages created hereunder;

- (ii) rights, usufruct and any form of ownership rights, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise in respect of the Shares;
- (iii) allotments, offers and rights accruing or offered in respect of the Shares; and
- (iv) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of the Shares.

Secured Amount means the amount of EUR 420,000,000 (*four hundred and twenty million Euro*) representing the fair equivalent value estimated in good faith by the Parties of all and any Secured Obligations.

Secured Obligations means any and all present and future claims, debt, liabilities and obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever as principal, surety, guarantor or in any other capacity), as are now or as shall from time to time be owed or due by any Debtor (as defined in the Intercreditor Agreement) to the Mortgagee pursuant to Clause 18.6 (*Parallel Debt (Covenant to pay the Security Agent)*) of the Intercreditor Agreement and any other amounts that would be included thereof under or in connection with the Secured Debt Documents (as defined in the Intercreditor Agreement, and including, for the avoidance of doubt, the Amendment and Restatement Agreement, the First Additional Facility Notice and the Second Additional Facility Notice), as well as the due and punctual performance by the Mortgagors of their obligations towards the Mortgagee under this Agreement and any and all expenses, taxes and any costs incurred by the Mortgagee or on its behalf with regard to the preservation and/or sale of any part of the Mortgaged Shares, as well as the protection or enforcement of any of its other rights arising from or related to this Agreement or for the preservation and/or sale of any part of the Mortgaged Shares.

Shareholders' Register means the shareholders' register maintained by the Company pursuant to Article 198 of the Company Law.

Shares means the Existing Shares and the Future Shares.

1.2 **Certain Additional Defined Terms.** The terms and expressions defined in the preamble to and recitals preceding this Agreement constitute an integral part hereof and the respective meanings of such terms and expressions are herein incorporated by reference.

1.3 **Facilities Agreement and Intercreditor Agreement Defined Terms.** Wherever used in this Agreement, unless the context otherwise requires or it is otherwise provided, the terms beginning with capital letters have the meanings given to such terms in the Facilities Agreement or the Intercreditor Agreement (as the case may be).

1.4 **Interpretation.** In this Agreement, unless the contrary intention appears, references to:

- (i) the **Finance Documents** shall be, unless otherwise provided, references to the Finance Documents as defined in the Facilities Agreement;
- (ii) the **Secured Debt Documents** shall be, unless otherwise provided, references to the Secured Debt Documents as defined in the Intercreditor Agreement;
- (iii) the **Facilities Agreement, the Intercreditor Agreement or to any other Finance Document or Secured Debt Document** shall be construed as references to the Facilities Agreement, the Intercreditor Agreement or to any other Finance Document or Secured Debt Document as such has been amended, restated and/or supplemented from time to time;

- (iv) an **amendment** and the phrase **amended** includes any change, modification, supplement, novation, variation, increase, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and **amended** will be construed accordingly;
- (v) a **mortgage** are references to a movable mortgage (in Romanian, *ipoteca mobilară*) created in accordance with the Civil Code and **mortgaged** shall be construed accordingly;
- (vi) a **law** include any law, ordinance, regulation, rule, official directive, request or guideline, which are mandatory to be complied with, of any governmental, intergovernmental or supranational body, agency, department, regulatory or other authority or organisation, and **legal** shall be construed accordingly;
- (vii) any **statute, law, act, contract, instrument or document** are references to such statute, law, act, contract, instrument or document as amended, modified, assigned, novated, restated or re-enacted and include references to every law, instrument, decision, consent or document made thereunder or pursuant thereto. Reference to a certain piece of legislation or identified provision or article of a piece of legislation shall be construed as reference to that piece of legislation, provision or article, as such may be amended, republished or replaced at any time; and
- (viii) any phrase introduced by the terms **including, include, in particular, such as** or any similar expression shall be construed as illustrative and shall not limit the scope of the words preceding those terms.

1.5 **Applicable Acceleration Event:** An Applicable Acceleration Event is "**continuing**" if it has not been revoked or otherwise ceases to be continuing in accordance with the terms of the relevant Debt Document.

1.6 **Number and Persons.** In this Agreement, words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and *vice versa* and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and companies and *vice versa*.

1.7 **Sections and References.** The division of this Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms *this Agreement, hereof, pursuant hereto* and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections or Articles are to Sections or Articles of this Agreement.

1.8 **Receipt of the Facilities Agreement and the other Secured Debt Documents.** The Mortgagors acknowledge the receipt of a copy of the Facilities Agreement, the Intercreditor Agreement and the other Secured Debt Documents concluded until the date of this Agreement.

2. REPRESENTATIONS AND WARRANTIES

The Mortgagors hereby represent and warrant to the Mortgagee on the date of this Agreement and on each date when the Repeating Representations (as defined in the Facilities Agreement) are repeated in accordance with paragraph (b) of Clause 24.25 (*Repetition*) of the Facilities Agreement by reference to the facts and circumstances then existing, unless stated otherwise below, that:

- (a) each of the Mortgagor #1 and the Mortgagor #2 is a company duly incorporated and validly existing under the laws of England and Wales, having:

- (i) its "centre of main interests" (as that term is used in the Insolvency Regulation) in England and Wales; and
 - (ii) no "establishment" (as that term is used in the Insolvency Regulation) in any jurisdiction;
- (b) each of the Mortgagor #1 and the Mortgagor #2 has the power to own its assets and carry on its business as it is being conducted, save to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;
 - (c) the Mortgagor #1 is the registered, sole and absolute owner (in Romanian, *proprietarul absolut, exclusiv și perpetuu*) of the Mortgagor #1 Shares and the Mortgagor #2 is the registered, sole and absolute owner of the Mortgagor #2 Shares;
 - (d) as at the date of this Agreement, none of the Mortgagors holds any shares in the share capital of the Company other than the Existing Shares, and the Mortgagor #1 Shares and the Mortgagor #2 Shares are all the shares issued by the Company;
 - (e) each Mortgagor has the corporate power and capacity and has obtained all required authorisations and corporate approvals to enter into and perform its obligations hereunder and to mortgage its corresponding portion of the Mortgaged Shares as contemplated herein, and no limit on each of the Mortgagors' powers will be exceeded as a result of creating the Movable Mortgage as contemplated under this Agreement;
 - (f) the entering into of this Agreement by each Mortgagor, the creation of the Movable Mortgage and the performance by it of its obligations contemplated hereby is in the commercial interest of each Mortgagor and will promote the success of each Mortgagor and are for good and sufficient consideration and not in any case disproportionate to the benefits derived from entering into this Agreement;
 - (g) the Mortgagor #1 consents to the creation by the Mortgagor #2 of the Movable Mortgage over the Mortgagor #2 Shares and the Mortgagor #2 consents to the creation by the Mortgagor #1 of the Movable Mortgage over the Mortgagor #1 Shares;
 - (h) taking into account the Movable Mortgage created under the First Shares Mortgage Agreement, the Movable Mortgage constituted under this Agreement will be of second ranking upon the registration of the Registration Notice with the National Register;
 - (i) the Mortgaged Shares:
 - (i) are free and clear of any Encumbrance other than the First Shares Mortgage Agreement and are not subject to any seizure, garnishment, attachment or other enforcement measure; and
 - (ii) are not affected by any contractual obligations (in Romanian, *obligatii contractuale*) or personal rights (in Romanian, *drepturi personale*) which limit or prohibit the assignment of or the creation of security interests over the Mortgaged Shares, options, rights of first refusal, pre-emption rights, subscription rights and conversion rights, other than those created in favour of the Mortgagee pursuant to this Agreement;
 - (j) the Mortgagor #1 Shares have been duly issued to Mortgagor #1 and the Mortgagor #2 Shares have been duly issued to Mortgagor #2 and each of them have been fully paid up and are not subject to any option to purchase or similar rights;

- (k) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of the Company (including any option or right of pre-emption or conversion) in a way which would adversely affect the rights of the Mortgagee and/or the ability to enforce the Movable Mortgage created hereunder;
- (l) subject to the Legal Reservations and the Perfection Requirements, this Agreement creates valid, binding and enforceable security interests and obligations for each of the Mortgagors in accordance with its terms and the execution, delivery and performance by the Mortgagors of this Agreement do not contravene, violate or conflict with:
 - (i) any provisions of the constitutional documents of any of the Mortgagors or the Company in any material respect;
 - (ii) any existing law or regulation or order having jurisdiction over any of the Mortgagors or the Company in any material respect; and
 - (iii) any agreement or instrument to which the Mortgagors or the Company are a party or by which they or their property or assets,

in each case, to an extent which would have a Material Adverse Effect.

3. CONFIRMATION OF THE MOVABLE MORTGAGE UNDER THE FIRST SHARES MORTGAGE AGREEMENT

- 3.1 The First Shares Mortgage Agreement and the Movable Mortgage (as defined under the First Shares Mortgage Agreement) created under the First Shares Mortgage Agreement is confirmed by the Parties as remaining in full force and effect and the Mortgagors confirm that the Movable Mortgage created under the First Shares Mortgage Agreement shall continue to secure the Secured Obligations (as defined under the First Shares Mortgage Agreement) up to the Secured Amount (as defined under the First Shares Mortgage Agreement).
- 3.2 The First Shares Mortgage Agreement and the Movable Mortgage created under the First Shares Mortgage Agreement (including the ranking of such Movable Mortgage) shall therefore continue to be in full force and effect having the same ranking for the benefit of the Mortgagee, following the execution of the Amendment and Restatement Agreement and the Second Additional Facility Notice, securing any and all Secured Obligations (as defined under the First Shares Mortgage Agreement) throughout the life of the Movable Mortgage (as defined under the First Shares Mortgage Agreement) up to the Secured Amount (as defined under the First Shares Mortgage Agreement).

4. MORTGAGE

- 4.1 Creation of the Movable Mortgage. For securing the due and punctual performance of the Secured Obligations up to the Secured Amount, the Mortgagors, as owners of the Mortgaged Shares, hereby create in favour of the Mortgagee pursuant to the terms of this Agreement and of the Civil Code, the Movable Mortgage over any and all of their corresponding portion of the Mortgaged Shares.
- 4.2 Ranking. Upon the completion of the perfection formalities, the Movable Mortgage created herein by the Mortgagors shall be of second ranking.
- 4.3 Discretions. The Mortgagee may, at its sole discretion, choose to enforce its rights against any Mortgagor or any other debtor or security provider, either simultaneously or successively.
- 4.4 Further agreements and acknowledgements. For the avoidance of any doubt, the Parties hereby agree and acknowledge that:

- (a) any shares, money or/and other interests to be issued to any of the Mortgagors in any surviving entity as a result of any reorganisation of the Company (by way of merger, demerger or other similar procedure), qualify as products (in Romanian, *produse*) and proceeds (in Romanian, *fructe civile*) within the meaning of articles 547-550 of the Civil Code, of the Mortgagors, as defined under Article 2392 of the Civil Code, and fall within the scope of the Movable Mortgage created hereunder;
 - (b) all securities or other property interest hereafter issued by the Company in respect of the Mortgaged Shares as a result of any additional subscriptions, any distribution, dividend in kind, conversion, stock split, merger or other change affecting the Mortgaged Shares, and all monies or property distributed thereon by way of return of capital, are subject to the Movable Mortgage created hereby; and
 - (c) the Movable Mortgage created hereunder over the Mortgaged Shares is a mortgage on future assets, as such may be identifiable at any time and does not represent, and cannot be interpreted as, a mortgage over universality (in Romanian, *ipotecă asupra unei universalități de bunuri*) under Articles 2368 and 2393 of the Civil Code.
- 4.5 Waiver. To the extent applicable, each of the Mortgagors expressly waives for the sole benefit of the Mortgagee all legal and conventional benefits, all rights of counterclaim and all set-off rights and all other defences (in Romanian, *apărări și excepții*) the Mortgagors may have against the Mortgagee, to the maximum extent permitted by the applicable law.
- 4.6 Future obligations. The Parties hereby agree that any and all future obligations under the Facilities Agreement and the other Secured Debt Documents shall be secured by the Movable Mortgage which shall maintain their ranking throughout the entire duration of this Agreement, pursuant to Article 2370 of the Civil Code.
- 4.7 Cause of the Secured Obligations: The Parties agree and acknowledge that the cause of the Secured Obligations (in Romanian, *cauza obligatiilor garantate*) is the financing envisaged under the Facilities Agreement and the other Finance Documents, as further detailed in the Facilities Agreement and the other Finance Documents.

5. CONTINUING MORTGAGE

To the maximum extent permitted by the applicable laws, the Movable Mortgage shall constitute and be a continuing movable security for the payment and discharge in full of the sums due to the Mortgagee in connection with the Secured Obligations, notwithstanding any partial satisfaction, set-off, reduction or partial repayment of the amount of the Secured Obligations and shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security created by the Mortgagors, the Company or other persons to, or in favour of, the Mortgagee or any other security interests, indemnities or guarantees which may now or at any time hereafter be held or by any judgement or order obtained by the Mortgagee for all or any part of the monies hereby secured, nor shall any such collateral or other security, judgement or order or any lien to which the Mortgagee may be otherwise entitled or the liability of the Mortgagors, the Company or any others not parties hereto for all or any part of the monies hereby secured be in anyway prejudiced or affected by this Movable Mortgage.

6. AFFIRMATIVE COVENANTS OF THE MORTGAGORS

For the purposes of perfecting the Movable Mortgage created or expressed to be created by the Mortgagors in favour of the Mortgagee under this Agreement, each of the Mortgagors hereby undertakes and covenants with the Mortgagee that the relevant Mortgagor will:

- (a) within 5 (five) Business Days from the date hereof, deliver to the Mortgagee a copy of the Shareholders' Register, certified by an authorised representative of the Company, evidencing the registration, in form and substance satisfactory to the Mortgagee, of the Movable Mortgage created under this Agreement;
- (b) within 5 (five) Business Days from the date hereof, (i) file with the National Register a Registration Notice for the registration with the National Register of the Movable Mortgage hereby created, in form and substance satisfactory to the Mortgagee, and provide the Mortgagee a copy of such Registration Notice, and (ii) deliver to the Mortgagee the excerpt from the National Register attesting the registration of the Movable Mortgage hereby created, certified by the National Register's operator who has carried out the registration with the National Register;
- (c) within 5 (five) Business Days as of the acquisition of any Future Shares (which shall become Mortgaged Shares from that date), the Mortgagors shall inform the Mortgagee accordingly and shall enter with the Mortgagee (upon its request) into an amendment to this Agreement for the purpose of updating the description of the Mortgaged Shares. Subsequently, on the basis of such amendment the Mortgagors shall register the Movable Mortgage created over such Future Shares in favour of the Mortgagee, as per Section 6.1 paragraphs (a) and (b) above, within the deadlines set out therein, which shall be calculated from the date of the amendment agreement signed in accordance with this paragraph.

For the avoidance of any doubt, in case the Future Shares are acquired by the relevant Mortgagor based on a share capital increase in the Company, the acquisition of the Future Shares will be deemed to have occurred once the procedure for the share capital increase is finalized in accordance with the applicable law in force as of the date of the shareholders' resolution approving the share capital increase.

- (d) for the purposes of Article 2412 paragraph (1) of the Civil Code, if at any time during the duration of this Agreement, future proceeds consisting in products (in Romanian, *produse*), other than, in accordance with Article 2412 paragraph (2) of the Civil Code, amounts of money whose origin can be determined, are realised or derived from the Mortgaged Shares and are not covered by the registration with the National Register of the Related Rights, as defined hereunder, notify the Mortgagee and execute with the Mortgagee an addendum to this Agreement, upon the Mortgagee's request. Following the execution of the respective addendum to this Agreement, but in any event no later than 5 (five) Business Days from the date the Mortgagors obtained such proceeds (i) file a Registration Notice, in form and substance satisfactory to the Mortgagee, to amend the registration of the Movable Mortgage created hereunder with the National Register so as to reflect the relevant proceeds, and (ii) promptly thereafter provide the Mortgagee with the original documents attesting such registration with the National Register, certified by the National Register's operator who carried out such registration;

For the avoidance of doubt, an amendment to this Agreement for the purpose of updating the description of the Mortgaged Shares either in accordance with paragraph (c) of clause 6.1 or in accordance with paragraph (d) of clause 6.1 will only be requested by the Mortgagee at intervals no more frequent than annually, it being understood that no more than one (1) addendum will be concluded annually for any reason (so that where both paragraphs (c) and (d) of clause 6.1 of this Agreement would be incident within the same year, only one addendum will be concluded);

- (e) if at any time during the duration of this Agreement, any Mortgagor changes its address specified in Section 11 (*Notices*) below, it shall promptly ensure the amendment of the registration of the Movable Mortgage created by it hereunder with the National Register so as to reflect the change of the address;

(f) in addition, if at any time Romanian legislation requires or permits any registration, notification to third parties or other formality in respect of the Movable Mortgage over the Mortgaged Shares:

- (i) perform such registration, notification to third parties or other formality, as soon as possible, and take all other necessary actions as soon as possible in order to ensure that the Mortgagee continues to have good, valid and enforceable security in respect of the Mortgaged Shares; and
- (ii) notify the Mortgagee in writing of each such registration, notification to third parties or other formality forthwith upon the same being effected,

provided that any registration or notification referred to in this paragraph (f) which is permitted (but not required) by Romanian legislation shall be (i) performed by the Mortgagors only upon the written request of the Mortgagee and (ii) all related costs shall be borne by the Mortgagee;

(g) at least 60 (sixty) Business Days before each and every fifth year anniversary of the registration of this Agreement with the National Register or any other date provided under Romanian law, following written notice from the Security Agent, cause the filing of a Registration Notice with the National Register for purposes of ensuring the continuing validity and perfection of the Movable Mortgage and provide the Mortgagee, immediately upon completion, with proof of such filing and registration which is satisfactory to the Mortgagee; and

(h) the Mortgagors shall perform their obligations set-out in this Section 6.1, within the time limits mentioned above subject to the Mortgagee providing upon the Mortgagors' written request a power of attorney notarised and apostilled or any other documents necessary (provided that the absence of a written request by the Mortgagors shall not invalidate their obligations) for performing such obligations, only if such power of attorney or other documents requested by the Mortgagors are required by the Romanian legislation in force at that time, and, except otherwise provided in paragraph (f) of this Section 6.1., at the cost and expense of the Mortgagors.

7. NEGATIVE COVENANTS OF THE MORTGAGORS

7.1 Mortgaged Shares. Each of the Mortgagors hereby warrants to and covenants with the Mortgagee that it will not (except as permitted by the Facilities Agreement):

- (a) without the prior written consent of the Mortgagee, create, grant or permit to subsist any Encumbrance over the Mortgaged Shares except for the Movable Mortgage created under this Agreement and other than the Movable Mortgage created under the First Shares Mortgage Agreement;
- (b) without the prior written consent of the Mortgagee, transfer, sell, assign, dispose of or otherwise alienate any right of ownership or any dismemberment thereof or any other right or interest in the whole or any part of the Mortgaged Shares;

The Parties hereby agree that this Section 7.1 (b) is not essential (in Romanian, *determinantă*) for the purposes of this Agreement and the prohibition imposed on the Mortgagors against a disposal of the Mortgaged Shares as set out in this Section 7.1 (b) shall subsist for as long as any Secured Obligations remain outstanding, but in any event will not subsist for more than 49 years as of the date of this Agreement.

7.2 Power of Attorney. Each of the Mortgagors hereby warrants to and covenants with the Mortgagee that it will not, under any circumstance, revoke the power of attorney granted to the Mortgagee under

Section 9.3 (*Authorised Representatives*) of this Agreement. The Mortgagee will exercise the mandate given hereunder in good faith and non-abusively, within the limits provided by the applicable legal provisions, the Facilities Agreement, the Intercreditor Agreement and this Agreement.

8. FURTHER ASSURANCES

8.1 The Mortgagors undertake to execute all acts and agreements and perform all actions reasonably requested by the Mortgagee in accordance with the Finance Documents and the applicable law, including without limitation:

- (a) to execute any security, lien, mortgage, charge, assignment or option with respect to all or any part of the Mortgaged Shares in the form and substance acceptable to the Mortgagee; and
- (b) to deposit with the Mortgagee certified copies of all certificates, titles, policies and other documents of title or evidence of ownership in relation to any part of the Mortgaged Shares,

for purposes of:

- (i) perfecting and ensuring the publicity of the Movable Mortgage hereby created;
- (ii) preserving or protecting any of the rights of the Mortgagee under this Agreement or the exercise of any such right and/or power, authority or discretion vested in the Mortgagee under this Agreement; or
- (iii) the Mortgagee performing the enforcement of the Movable Mortgage on all or part of the Mortgaged Shares, in accordance with the applicable legal provisions,

in any such case, immediately upon reasonable written demand by the Mortgagee and at the expense of the Mortgagors, as the case may be.

9. EVENTS OF DEFAULT

9.1 Enforceability. The right of enforcement conferred upon the Mortgagee, as secured creditor, by Romanian law as amended by this Agreement shall become exercisable by the Mortgagee at any time and without any further notice in relation to any part of the Mortgaged Shares, if an Applicable Acceleration Event (as such term is defined in the Facilities Agreement) occurs and is continuing. Powers of the Mortgagee under any powers of attorney granted pursuant to clause 9.4 of this Agreement shall not be exercisable at any time unless an Applicable Acceleration Event has occurred and is continuing.

9.2 No Waiver. Any waiver by the Mortgagee of any Event of Default or which is made with respect to any default by the Mortgagors or the Company of any of the representations, warranties, undertakings, terms or conditions contained herein, in the Facilities Agreement or in any other Finance Document or in any other agreement made between the Mortgagee and the Mortgagors or the Company shall be limited to the matters expressly set forth therein and it shall not affect the exercise at any time thereafter of any of the Mortgagee's rights and remedies hereunder, as if no such waiver had been made. Moreover, the failure by the Mortgagee to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Any waiver by the Mortgagee of any terms of this Agreement shall be effective only if given in writing and only for the purpose and according to the terms for which it is given.

9.3 Authorised Representatives. With effect as of the date of any event upon the effect of which the Mortgagee is entitled to enforce its security interests arising under this Agreement following the occurrence of an Applicable Acceleration Event which is continuing as per this Section 9, the

Mortgagors hereby irrevocably appoint and empower the Mortgagee as their proxy and representative to exercise, according to this Agreement and the applicable legislation, in their name and on their behalf, their rights in respect of the Mortgaged Shares (including, without limitation, any voting rights with respect to the Mortgaged Shares or the right to collect and claim the payment of all dividends or other income paid or payable in relation to the Mortgaged Shares) and to take in the name and on their behalf, any steps which may be necessary or useful for the purpose of enforcing the Movable Mortgage. The power of attorney under this Agreement shall remain in full force and effect until the full discharge of the Secured Obligations, irrespective of the provisions of Article 2015 of the Civil Code. Under this power of attorney, the Mortgagee is expressly dispensed from any prohibitions of double representation (in Romanian, *dubla reprezentare*) or of contracting with oneself (in Romanian, *contractul cu sine insusi*).

9.4 Course of dealing. Until the Movable Mortgage created by this Agreement becomes enforceable as per this Section 9 after the occurrence of an Applicable Acceleration Event which is continuing:

- (a) each Mortgagor shall retain and exercise its voting rights and powers in respect of its corresponding portion of the Mortgaged Shares. The Mortgagors undertake to exercise their voting rights in accordance with the Finance Documents; and
- (b) the Mortgagors shall be entitled to receive, own and retain all dividends, all assets and proceeds or other income paid or payable to each Mortgagor in relation to its corresponding portion of the Mortgaged Shares without restrictions or conditions.

10. ENFORCEMENT

10.1 Writ of Enforcement. This Agreement constitutes a writ of enforcement (in Romanian, *titlu executoriu*) in accordance with Article 2431 of the Civil Code.

10.2 Subject to the occurrence of an Applicable Acceleration Event which is continuing and subject to any mandatory procedural steps, the Mortgagee may take any action and exercise any right or remedy available to it under the Civil Code or Civil Procedural Code or/and any other applicable laws.

10.3 Right to take over the Mortgaged Shares. For the purposes of Article 2440 of the Civil Code, the Mortgagors hereby agree that the Mortgagee shall have the right to take over, by its own means, any part of or the entire Mortgaged Shares, as well as the titles and documents evidencing the ownership right of the Mortgagors over the Mortgaged Shares, with the observance of any requirement provided by the applicable legislation.

10.4 Method. The Mortgagee may choose to use any enforcement proceedings permitted by Romanian legislation, including, without limitation, (i) sale through public auction, (ii) direct private sale to itself or any third party, (iii) appropriation of the Mortgaged Shares on account of the Secured Obligations (made at the Fair Market Value of the Mortgaged Shares), (iv) the taking over of the Mortgaged Shares for the purpose of administering them until the full discharge of the Secured Obligations, or any combination of the methods mentioned above, to the extent permitted by the applicable law. In the event of public auction or private sale, the Mortgagee shall use the method it considers to be commercially reasonable. The Mortgagee shall have the right, to the extent permitted by the applicable law, to participate in a public auction or private sale and to purchase all or any part of the Mortgaged Shares using its outstanding portion of the Secured Obligations as consideration.

10.5 Consent. For the purpose of enforcement of the Mortgagee's rights, to the extent permitted by the applicable law, the Mortgagors hereby consent to:

- (a) the transfer of the Mortgaged Shares (or any part thereof) to any third party (irrespective of whether such third party is or is not a shareholder of the Company at that time), including the Mortgagee;

- (b) the taking over of the Mortgaged Shares (or any part thereof) by the Mortgagee; and
- (c) the registration of any purchaser of the Mortgaged Shares (or a part thereof) in the Shareholders' Register of the Company and the relevant Commercial Registry.

10.6 Undertaking to co-operate. The Mortgagors, hereby undertake to carry out and complete any and all formalities required by Romanian law in connection with the enforcement of the Mortgage over the Mortgaged Shares so as to enable the Mortgagee (and/or, as appropriate, the person(s) to whom the Mortgagee will sell or dispose of the Mortgaged Shares as aforesaid) to take full and beneficial title to such assets and further undertake not to obstruct or delay the enforcement proceedings against the Mortgaged Shares or any part thereof.

10.7 Application of proceeds. The proceeds from the enforcement of the Mortgage shall be applied as specified under clause 15 (*Application of proceeds*) of the Intercreditor Agreement.

11. NOTICES

11.1 Communications in Writing. Unless expressly provided otherwise herein, any communication to be made under or in connection with this Agreement shall be made in writing pursuant to clause 24.1 (*Communications in writing*) of the Intercreditor Agreement.

11.2 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 Agreement is set forth in clause 24.3 (*Addresses*) of the Intercreditor Agreement and in the Accession Deed in so far as it concerns the Mortgagors.

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

11.4 Language. 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:

- (a) in English; or
- (b) if not in English, and if so required by the Mortgagee, 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 Severability. If at any time one or more of the provisions in this Agreement is or becomes invalid, illegal or unenforceable in any respect under any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that term or any other term of this Agreement.

12.2 Amendment. No amendment to this Agreement shall be effective unless in writing, signed by a person duly authorised on behalf of each of the Parties. Any amendment shall be registered in accordance with the provisions of this Agreement, in particular with, but not limited to, Section 6.1 (*Registration*) of this Agreement.

12.3 Successors and Assigns. This Agreement shall be binding on each Mortgagor and its respective successors and shall inure to the benefit of the Mortgagee and its successors and assigns.

- (a) Assignment/ transfer by the Mortgagors. No Mortgagor shall assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the express written approval of the Mortgagee.
- (b) Assignment/ transfer by the Mortgagee. Each Mortgagor expressly agrees that the Mortgagee has the right to assign or otherwise transfer all or any part of its rights or obligations under this Agreement in accordance with the Facilities Agreement and the Intercreditor Agreement.

To the maximum extent permitted by law, this provision is deemed to constitute prior consent (in Romanian, *consimțământ anticipat*) on such transfer of rights and obligations, within the meaning of Articles 1315 and 1317 of the Civil Code.

The Parties agree that notwithstanding any other provisions in this Agreement, none of the Mortgagors shall bear or otherwise be liable for any taxes, any notarial registration or perfection fees or any other costs, fees or expenses that result from any assignment, sub-participation or transfer by the Mortgagee of all or any part of its rights or obligations under this Agreement.

- (c) Novation. The Parties hereby agree that in the event of transfer by novation of all or any part of the Secured Obligations by the Mortgagee, the Movable Mortgage created herein will be preserved and transferred accordingly to the transferee(s) by maintaining the same rights and priority ranking as originally created for the transferring Mortgagee, this provision being deemed to constitute express agreement (in Romanian, *prevedere expresă*) on the preservation of the mortgage created hereunder in accordance with Article 1611 of the Civil Code.

12.4 Undertaking of hardship risk. For the purpose of Article 1271 of the Civil Code on hardship, each Mortgagor hereby expressly acknowledges and undertakes all risks of any change in circumstances, including unforeseeable and exceptional changes in circumstances, which may render the performance of its obligations and liabilities under this Agreement much more onerous or burdensome.

12.5 Language. All documents to be furnished or communications to be given or made under this Agreement between the Mortgagors and the Mortgagee shall be in English language or, if in another language, shall be accompanied by a certified translation into English, which translation shall be the governing version between the Mortgagors and the Mortgagee.

12.6 Originals. This Agreement shall be executed in four (4) originals in English language, two (2) for the Mortgagee and 1 (one) for each of the Mortgagors.

12.7 Relation to the other Finance Documents and the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Intercreditor Agreement and/or the Facilities Agreement, then (to the full extent permitted by the applicable law) the terms of the Intercreditor Agreement or the Facilities Agreement (as applicable) will prevail. Furthermore, notwithstanding anything to the contrary in this Agreement, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Facilities Agreement and/or the Intercreditor Agreement or where Required Creditor Consent (as defined in the Intercreditor Agreement) 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 these provisions shall be

for the account of the Mortgagors, in accordance with the costs and expenses provisions set out in the Intercreditor Agreement.

13. TERMINATION

13.1 This Agreement shall terminate and the Movable Mortgage shall be discharged upon the full and irrevocable fulfilment of all the Secured Obligations. For evidence purposes of such discharge, the Mortgagee shall deliver to the Mortgagors, promptly upon request, a written acknowledgment of satisfaction of full and final payment of all Secured Obligations, which shall be provided subject to the Mortgagee being satisfied that all Secured Obligations have been fully and irrevocably fulfilled.

13.2 The Mortgagee undertakes that, forthwith upon the termination of the Movable Mortgage as per Section 13.1 above, it shall provide the Mortgagors, within the term provided by law, with any and all notices or other documents required by law and as reasonably requested by the Mortgagors, in order to allow the Mortgagors to de-register the Movable Mortgage from the National Register or any other relevant registry with which the Movable Mortgage might have been registered pursuant to the provisions of this Agreement. All costs incurred by the Mortgagee in relation to the termination de-registration of the Movable Mortgage created hereunder shall be paid or reimbursed by the Mortgagors.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the legislation of Romania.

14.2 Any disputes arising out of or relating to this Agreement, including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement, and which could not be settled amicably by the Parties shall be settled by the competent Romanian courts.

SIGNATURES PAGE

Each of the Parties, acting through their duly authorised representatives, has caused this Agreement to be signed in their respective names as of the day and year first above written.

By signing this Agreement, each of the Mortgagors also confirms that the provisions of this Agreement have been discussed and negotiated and it expressly agrees with all the provisions in this Agreement on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction, including but not limited to Sections 3 (*Confirmation of the Movable Mortgage under the First Shares Mortgage Agreement*), 4 (*Mortgage*), 5 (*Continuing Mortgage*), 6 (*Affirmative Covenants of the Mortgagors*), 7 (*Negative Covenants of the Mortgagors*), 8 (*Further Assurances*), 9 (*Events of Default*), 10 (*Enforcement*), 12 (*Miscellaneous*), 13 (*Termination*) and 14 (*Governing Law and Dispute Resolution*) of this Agreement.

Consequently, the signatures below confirm both the consent of each of the Mortgagors to the terms of this Agreement and also the acceptance of any uncommon clauses for the purpose of Articles 1202 – 1203 of the Civil Code, as stated above.

MORTGAGEE

LUCID TRUSTEE SERVICES LIMITED

By: 

Name:

Fergus McWilliams
Transaction Manager

Title:

MORTGAGORS

VITA INTERNATIONAL LIMITED

By: 

Name: GEMMA ROWLAND

Title: DIRECTOR

VITA INDUSTRIAL (UK) LIMITED

By: 

Name: DARREN ROWNS

Title: DIRECTOR