



Registration of a Charge

Company name: **VITA (GROUP) UNLIMITED**

Company number: **00871669**



X9CRQHRK

Received for Electronic Filing: **02/09/2020**

Details of Charge

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

Charge code: **0087 1669 0014**

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

Brief description: **NIL**

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **MARIA YVONNE HILLEGONDA JOHANNA DEN BOER (DUTCH
NOTARY)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 871669

Charge code: 0087 1669 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2020 and created by VITA (GROUP) UNLIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2020 .

Given at Companies House, Cardiff on 2nd September 2020

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



Companies House



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



MDB/RAR/407675-14/11186169

DEED OF SECOND RANKING PLEDGE OF SHARES
in the capital of VITA (NETHERLANDS) B.V.

On the twenty-seventh day of August two thousand and twenty, appeared before me, Maria Yvonne Hillegonda Johanna den Boer, civil-law notary in Amsterdam, the Netherlands: —
Recep Argün, born in Amersfoort on the ninth day of May nineteen hundred and eighty- —
nine, working at DLA Piper Nederland N.V., a limited liability company, with corporate —
seat in Amsterdam and office address at Amstelveenseweg 638, 1081 JJ Amsterdam, —
acting for the purposes hereof pursuant to a written power of attorney from: —

1. **Vita (Group) Unlimited**, a company duly incorporated under the laws of England —
and Wales, with registered office at Oldham Road, Middleton, Manchester M24 2DB, —
England, registered with the Companies House under number 00871669, hereinafter —
referred to as: the "**Pledgor**"; —
2. **Barclays Bank plc**, a public limited company duly incorporated under the laws of —
England and Wales with registered office at 1 Churchill Place, London, E14 5HP, —
United Kingdom and registered with Companies House under number 01026167, —
hereinafter referred to as the "**Pledgee**"; and —
3. **Vita (Netherlands) B.V.**, a private company with limited liability (*besloten* —
vennootschap met beperkte aansprakelijkheid), with corporate seat in Hillegom, the —
Netherlands, and office address at Van den Endelaan 15, 2182 ES Hillegom, the —
Netherlands, registered with the Trade Register under number 34228008, hereinafter —
referred to as: the "**Company**". —

The person appearing declared that it is agreed as follows: —

1 DEFINITIONS AND INTERPRETATION —

1.1 DEFINITIONS —

- 1.1.1. Capitalized terms used but not defined in this Deed shall have the meaning given —
thereto in the Facilities Agreement or the Intercreditor Agreement when used in —
this Deed. In the event of any conflict or inconsistency between the terms of this —
Deed and the terms of the Intercreditor Agreement and/or the Facilities —
Agreement, the terms of the Intercreditor Agreement or Facilities Agreement (as —
applicable) will prevail. —

- 1.1.2 In this Deed: —

Acceleration Event has the meaning given thereto in the Intercreditor —



Agreement. _____

Articles of Association means the deed of incorporation including the articles of association (*statuten*) of the Company, as they stand since their latest amendment on the twenty-sixth day of July two thousand and eighteen. _____

Collateral means: _____

(a) the Shares; _____

(b) the Dividends; and _____

(c) the Related Assets. _____

Corresponding Debt has the meaning given thereto in the Intercreditor Agreement. _____

Deed means this deed of second ranking pledge of shares. _____

Deed of First Ranking Pledge means the deed of first right of pledge relating to the shares in the capital of the Company between the Pledgor as pledgor, the Pledgee as pledgee and the Company as company, executed on the twenty-sixth day of July two thousand and eighteen, before Pieter Gerard van Druten, civil-law notary in Amsterdam, the Netherlands. _____

Dividends means all cash dividends, distribution of reserves, repayments of capital, liquidation or dissolution proceeds and all other distributions, payments and repayments under or in connection with the Shares. _____

Enforcement Event means a default by any Debtor in the performance of the Secured Liabilities (whether in whole or in part) provided that such default constitutes an Acceleration Event. _____

Facilities Agreement means the facilities agreement originally dated the ninth day of May two thousand and eighteen between among others the Pledgee as arranger, the lenders described therein, the Pledgee as facility agent, the Pledgee as security agent and Vita Global Limited (at that time known as Sunshine Bidco Limited) as borrower and amended, supplemented, novated and/or restated from time to time and most recently amended by an amendment agreement dated the twenty-fourth day of June two thousand and twenty. _____

First Ranking Pledge means any first ranking right of pledge (*pandrecht eerste in rang*) created under the Deed of First Ranking Pledge. _____

Intercreditor Agreement means the intercreditor agreement dated the ninth day of May two thousand and eighteen and made between, among others, the Parent, the Original Debtors (as defined therein), the Agent, the Security Agent and the Original Lenders. _____

Parallel Debt has the meaning given thereto in the Intercreditor Agreement. _____

Party means a party to this Deed. _____

Related Assets means all shares, rights (other than Dividends) and other assets _____



accruing, distributed, issued or offered at any time by way of or resulting from — redemption, repurchase, dividend, bonus, preference, pre-emption, conversion, — capitalisation of profits or reserves, substitution, exchange, warrant, claim or — option right or otherwise under or in connection with (a) the Shares or (b) the — conversion, merger or demerger of the Company. —

Right of Pledge means a second ranking right of pledge created by this Deed. —
Secured Debt Document has the meaning given thereto in the Intercreditor — Agreement. —

Secured Liabilities means all present and future liabilities and contractual and — non-contractual obligations consisting of monetary payment obligations — (*vorderingen tot voldoening van een geldsom*) of each Debtor to the Pledgee, at — any time, both actual and contingent and whether incurred solely or jointly or as — principal, surety or in any other capacity whether for principal, interest, costs or — otherwise under or in connection with this Deed and each Parallel Debt (and if a — Right of Pledge cannot validly secure a Parallel Debt, the Corresponding Debt — itself shall be the Secured Liabilities). —

Shares means: —

- (a) the one hundred and eighty (180) ordinary shares numbered from 1 up to — and including 180, with a nominal value of one hundred euro (EUR 100.00) — in the capital of the Company; and —
- (b) all shares in the capital of the Company which are acquired by the Pledgor — after the date of this Deed. —

Voting Transfer Event means the occurrence of a Declared Default which is — continuing in conjunction with a written notice from the Pledgee to the Pledgor — and the Company stating that the Pledgee shall exercise the Voting Rights. —

Voting Rights means all voting rights, other consensual rights and similar rights and powers attached to the Shares. —

1.2 Interpretation —

1.2.1 Unless a contrary indication appears, any reference in this Deed to: —

- (a) **Clause** is a reference to a clause of this Deed; —
- (b) this **Deed**, the **Facilities Agreement**, a **Secured Debt Document** or any — other agreement or instrument includes all amendments, supplements, — novations, restatements or re-enactments (without prejudice to any — prohibition thereto) however fundamental and of whatsoever nature — thereunder and includes (i) any increase or reduction in any amount — available under the Facilities Agreement or any other Secured Debt — Document (as amended, supplemented, novated, restated or re-enacted) or — any alteration of or addition to the purpose for which any such amount, or —



increased or reduced amount may be used, (ii) any facility provided in ——— substitution of or in addition to the facilities originally made available ——— thereunder, (iii) any rescheduling of the indebtedness incurred thereunder — whether in isolation or in connection with any of the foregoing and (iv) any combination of the foregoing, and the Secured Liabilities include all of the — foregoing; ———

(c) **person** includes any individual, firm, company, corporation, government, — state or agency of a state or any association, trust, partnership or other entity (whether or not having separate legal personality) or two or more of the — foregoing; ———

(d) the **Pledgee**, the **Pledgor**, the **Company** or any other **person** includes its — successors in title, permitted assigns and permitted transferees; and ———

(e) a provision of law is a reference to that provision as amended or re-enacted. —

1.2.2 Clause headings are for ease of reference only. ———

1.2.3 An Enforcement Event shall constitute a *verzuim* (as meant in Section 3:248 (1) - of the Dutch Civil Code) in the performance of the Secured Liabilities or any part thereof, without any summons or notice of default (*aanmaning of ——— ingebrekestelling*) being sent or required. ———

2 **CREATION OF SECURITY** ———

2.1 **Second Ranking Right of Pledge** ———

2.1.1 The Pledgor agrees with the Pledgee to grant and grants in favour of the Pledgee, to the extent necessary in advance (*bij voorbaat*), a second ranking right of ——— pledge (*pandrecht*) over its Collateral and any accessory rights (*afhankelijke — rechten*) and ancillary rights (*nevenrechten*) attached to the Collateral as security for the Secured Liabilities. ———

2.1.2 Notwithstanding anything to the contrary in this Deed, the terms of this Deed — shall not operate or be construed so as to prohibit or restrict any transaction, — matter or other step not prohibited by the Secured Debt Documents or where — required creditor consent has been obtained and the Pledgee shall promptly enter into such documentation and/or take such other action as is required by a Pledgor (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 Pledgee entering into such documentation and/or taking such — other action at the request of such Pledgor pursuant to this paragraph shall be for the account of such Pledgor, in accordance with the costs and expenses — provisions set out in the Intercreditor Agreement. ———

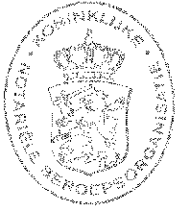
2.2 **Perfection** ———



- 2.2.1 The Company: _____
- (a) confirms that it has been notified of each Right of Pledge and that it has not received any notice of other rights of pledge, limited rights or encumbrances or transfers in respect of the Collateral (except for the First Ranking Pledge);
 - (b) shall, promptly after the execution of this Deed and promptly after the _____ Pledgor has acquired any shares in the capital of the Company, register each Right of Pledge in its shareholders' register and provide the Pledgee with a — copy thereof; and _____
 - (c) to the extent possible under Dutch law and with the knowledge of the _____ Pledgor, waives (and shall waive at the Pledgee's first request) any right that may impede the exercise by the Pledgee of any Right of Pledge and the _____ other rights conferred under this Deed. _____
- 2.2.2 The Pledgee may present this Deed and any other document executed pursuant to this Deed for registration to any office, registrar or governmental body in any — jurisdiction and to serve any notice to any person as the Pledgee deems necessary or desirable to protect its interests. _____
- 2.3 **Voting Rights** _____
- 2.3.1 The Voting Rights are transferred by the Pledgor to the Pledgee under the _____ condition precedent (*opschortende voorwaarde*) of (i) the occurrence of a Voting Transfer Event and (ii) the First Ranking Pledge is released or has otherwise — ceased to exist. The general meeting of the Company has resolved to approve — such transfer of Voting Rights, as is evidenced by a written resolution of such — meeting, dated on or about the date hereof, a copy of which is attached to this — Deed. _____
- 2.3.2 Upon the occurrence of a Voting Transfer Event and the First Ranking Pledge is released or has otherwise ceased to exist, the Pledgee shall have the sole and — exclusive right and authority to exercise such Voting Rights and shall be entitled to exercise or refrain from exercising such rights in such manner as the Pledgee — may in its absolute discretion deem fit. Until the transfer of Voting Rights to the — Pledgee, the Pledgor shall have the right and authority to exercise such Voting — Rights or refrain from exercising such Voting Rights, provided that no such — exercise (or such abstention) may violate or be inconsistent with the terms and — conditions of this Deed, the Facilities Agreement or any other Secured Debt — Document. _____
- 2.3.3 Until the transfer of Voting Rights to the Pledgee, the Pledgee shall not have the rights which the law attributes to holders of depository receipts (*certificaten van — aandelen*) with meeting rights (*vergaderrecht*) of shares in the capital of the — Company. _____



- 3 **AUTHORITY TO COLLECT**
- 3.1 **Authority to collect the Dividends and Related Assets**
- 3.1.1 Once the First Ranking Pledge is released or has otherwise ceased to exist, the Pledgee may collect and receive payment of the Dividends and Related Assets in accordance with Section 3:246 (1) of the Dutch Civil Code. Subject to Clause 3.1.2, the Pledgee authorises the Pledgor to collect and receive payment of the Dividends and the Related Assets.
- 3.1.2 Once the First Ranking Pledge is released or has otherwise ceased to exist, upon the occurrence of a Declared Default which is continuing the Pledgee may terminate the authorisation granted pursuant to Clause 3.1.1 by giving notice thereof to the Pledgor and the Company following which the Pledgee may exercise all rights of the Pledgor in relation to the Dividends and Related Assets including any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) towards the Company.
- 4 **REPRESENTATIONS**
- 4.1 **General**
- 4.1.1 The Pledgor makes the representations in this Clause 4 in respect of itself or its Collateral existing on the date the representations are made.
- 4.1.2 The representations in this Clause 4 are made on the date of this Deed and are repeated on each date the Pledgor acquires any Collateral and on each date on which a Repeating Representation is made.
- 4.2 **Ranking**
- Unless otherwise provided for under the Facilities Agreement and Intercreditor Agreement, each Right of Pledge is a second ranking right of pledge (*pandrecht tweede in rang*).
- 4.3 **Collateral**
- 4.3.1 Unless permitted under the Facilities Agreement and Intercreditor Agreement, its Collateral has not been transferred, assigned, pledged, made subject to a limited right (*beperkt recht*) or otherwise encumbered to any person other than the Pledgee (save for the First Ranking Pledge).
- 4.3.2 It is entitled (*bevoegd*) to pledge its Collateral.
- 4.3.3 Its Collateral is not subject to any attachment.
- 4.3.4 Its Collateral is not subject to any option, right of set-off or similar right.
- 4.3.5 Its Collateral is capable of being transferred, assigned and pledged (save for the First Ranking Pledge).
- 4.3.6 No person has any right (whether present or future, actual or contingent):
- (a) to acquire from the Pledgor or the Company any share in the capital of the Company (including any Share); or



- (b) to receive from the Company any dividend or other distribution from, or any payment calculated on the basis of, the Company's profits or equity (or any part thereof) (saved pursuant to the Deed of First Ranking Pledge); ——— other than: ———
- (i) rights of pre-emption; and ———
- (ii) rights to receive dividends and other distributions; ———
- attaching to the Shares by law or as set out in the Articles of Association. ———
- 4.3.7 The Company is not (other than under the Secured Debt Documents) prevented — from or restricted in declaring and paying to its shareholder (by way of dividend or any other distribution) an amount equal to the full amount of its profits and — reserves. ———
- 4.3.8 As of the date of this Deed, no dividend has been declared which has not been — paid or otherwise satisfied in full. ———
- 4.3.9 The Shares: ———
- (a) have been validly issued and have not been repurchased (*ingekocht*), ——— cancelled (*ingetrokken*), reduced (*afgestempeld*), split or combined and no — resolution has been made to repurchase (*inkopen*), cancel (*intrekken*), reduce (*afstempelen*), split or combine any shares; ———
- (b) constitute one hundred per cent (100%) of the issued share capital of the — Company and are fully paid up; and ———
- (c) issued and outstanding at the date of this Deed have been acquired pursuant to a notarial deed of transfer of shares, executed on the thirteenth day of — March two thousand and fifteen before D.J.J. Smit, civil-law notary ——— officiating in Amsterdam, the Netherlands. ———
- 5 **ENFORCEMENT** ———
- 5.1 **Enforcement** ———
- 5.1.1 Once the First Ranking Pledge is released or has otherwise ceased to exist, upon — the occurrence of an Enforcement Event, the Pledgee shall have the right to ——— enforce any Right of Pledge, in accordance with Dutch law and any other ——— applicable law and may take all (legal) steps and measures which it deems ——— necessary or desirable for that purpose. ———
- 5.1.2 Upon the Pledgee becoming entitled to collect the Dividends and Related Assets pursuant to Clause 3.1 (Authority to collect the Dividends and Related Assets), — the Pledgee shall have the right to exercise any accessory rights (*afhankelijke — rechten*) or ancillary rights (*nevenrechten*), enter into court compositions or out- — of-court compositions (*gerechtelijke of buitengerechtelijke akkoorden*) and to — cast a vote in connection with such compositions and to enter into any settlement agreement regarding the Dividends and Related Assets with the Company and —



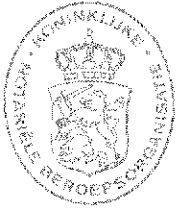
- any other person. _____
- 5.2 **Enforcement waivers** _____
- 5.2.1 Subject to the relevant provisions of the Intercreditor Agreement, the Pledgee —
shall not be obliged to give notice of a sale of the Collateral to the Pledgor, —
debtors, holders of a limited right (*beperkt recht*) or persons who have made an —
attachment (*beslag*) on the Collateral (as provided in Sections 3:249 and 3:252 of
the Dutch Civil Code). _____
- 5.2.2 The Pledgor waives its rights to make a request to the court: _____
(a) to determine that the Collateral shall be sold in a manner deviating from the
provisions of Section 3:250 of the Dutch Civil Code (as provided in Section
3:251 (1) of the Dutch Civil Code); and _____
(b) to collect and receive payment of the Dividends or Related Assets after a —
Right of Pledge has been disclosed and the authorisation has been _____
terminated in accordance with Clause 3.1.2 (Authority to collect the _____
Dividends and Related Assets) (as provided in Section 3:246 (4) of the _____
Dutch Civil Code). _____
- 5.2.3 The Pledgor waives its rights to demand that the Pledgee: _____
(a) shall first enforce any security granted by any other person, pursuant to _____
Section 3:234 of the Dutch Civil Code; _____
(b) shall first proceed against or claim payment from any other person _____
or enforce any guarantee, before enforcing any Right of Pledge; and _____
(c) pays for costs which it has made in respect of the Collateral pursuant to _____
Section 3:233 (2) of the Dutch Civil Code. _____
- 5.2.4 The Pledgor waives its right (a) to set-off (*verrekenen*) its claims (if any) against
the Pledgee under or in connection with this Deed against the Secured Liabilities
and (b) if it has granted security for any other person's obligations, to invoke the —
suspension or the termination of its liability for any Secured Liabilities pursuant —
to Section 6:139 of the Dutch Civil Code. _____
- 5.2.5 To the extent permitted by Dutch law and the Articles of Association, the Pledgor
irrevocably and unconditionally waives, renounces and agrees not to exercise any
pre-emption rights or rights of first refusal upon a sale of shares in the capital of —
the Company and where applicable, the other Collateral. _____
- 5.3 **Application of monies** _____
Subject to the mandatory provisions of Dutch law on enforcement, all monies —
received or realised by the Pledgee in connection with the enforcement of any —
Right of Pledge or the collection of Dividends and Related Assets following an —
Enforcement Event shall be applied by the Pledgee in accordance with the _____
relevant provisions of the Intercreditor Agreement. _____



- 6 **POWER OF ATTORNEY**
- 6.1 **Power of attorney**
- 6.1.1 The Pledgor irrevocably and unconditionally appoints the Pledgee as its attorney for as long as any of the Secured Liabilities are outstanding for the purposes of — doing in its name all acts and executing, signing and (if required) registering in — its name all documents which the Pledgor itself could do, execute, sign or — register in relation to the Collateral or this Deed. —
- 6.1.2 The appointment under Clause 6.1.1 will only be exercised by the Pledgee once — the First Ranking Pledge is released or has otherwise ceased to exist and in case — of a Declared Default which is continuing or if the Pledgor has not acted in — accordance with the provisions of this Deed and is given with full power of — substitution and also applies to any situation where the Pledgee acts as the — Pledgor's counterparty or as a representative of the Pledgor's counterparty. —
- 7 **TERMINATION**
- 7.1 **Continuing security**
- 7.1.1 Each Right of Pledge shall remain in full force and effect, until all Secured — Liabilities have been irrevocably and unconditionally paid in full (to the — Pledgee's satisfaction) and no new Secured Liabilities will arise (in the sole — opinion of the Pledgee) unless terminated by the Pledgee pursuant to Clause 7.2 — (Termination by Pledgee) —
- 7.1.2 In case a Right of Pledge is terminated, the Pledgee shall at the request and — expense of the Pledgor provide evidence in writing to the Pledgor to that effect. —
- 7.2 **Termination by Pledgee**
- The Pledgee may terminate by notice (*opzeggen*) or waive (*afstand doen*) a Right of Pledge, in respect of all or part of the Collateral and all or part of the Secured — Liabilities. The Pledgor agrees in advance to any waiver (*afstand van recht*) — granted by the Pledgee under this Clause 7.2. —
- 8 **ASSIGNMENT**
- 8.1 **No assignment – Pledgor**
- The rights and obligations of the Pledgor under this Deed cannot be transferred, — assigned or pledged in accordance with Section 3:83 (2) of the Dutch Civil Code or otherwise as not prohibited in the Intercreditor Agreement. —
- 8.2 **Assignment – Pledgee**
- The Pledgee may transfer, assign or pledge any of its rights and obligations under this Deed in accordance with the Facilities Agreement and the Pledgor, to the — extent legally required, irrevocably cooperates with or consents to, such transfer, assignment or pledge in advance. If the Pledgee transfers, assigns or pledges its — rights under the Secured Liabilities (or a part thereof), the Pledgor and the —



- Pledgee agree that each Right of Pledge shall follow *pro rata parte* the _____ transferred, assigned or pledged rights under the Secured Liabilities (as an _____ ancillary right (*nevenrecht*) to the relevant transferee, assignee or pledgee) unless the Pledgee stipulates otherwise. _____
- 9 **NOTICES** _____
- Any communication to be made under or in connection with this Deed shall be made in accordance with the relevant provisions of the Facilities Agreement. _____
- 10 **MISCELLANEOUS** _____
- 10.1 **Costs** _____
- All costs, charges, expenses and taxes in connection with this Deed shall be payable by the Pledgor in accordance with the relevant provisions of the Facilities Agreement. _____
- 10.2 **Evidence of debt** _____
- An excerpt from the Pledgee's records shall serve as conclusive evidence (*dwingend bewijs*) of the existence and the amounts of the Secured Liabilities, subject to proof to the contrary. A disagreement with respect thereto, does not affect the rights of the Pledgee under or in connection with this Deed. _____
- 10.3 **No liability Pledgee** _____
- Except for its gross negligence (*grove nalatigheid*) or wilful misconduct (*opzet*), the Pledgee shall not be liable towards the Pledgor for not (or not completely) collecting, recovering or selling the Collateral or any loss or damage resulting from any collection, recovery or sale of the Collateral or arising out of the exercise of or failure to exercise any of its powers under this Deed or for any other loss of any nature whatsoever in connection with the Collateral or this Deed. _____
- 10.4 **Severability** _____
- 10.4.1 If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction that shall not affect: _____
- (a) the validity or enforceability in that jurisdiction of any other provision of this Deed; or _____
- (b) the validity or enforceability in other jurisdictions of that or any other provision of this Deed. _____
- 10.4.2 The Pledgor and the Pledgee shall negotiate in good faith to replace any provision of this Deed which may be held unenforceable with a provision which is enforceable and which is as similar as possible in substance to the unenforceable provision. _____
- 10.5 **No rescission** _____
- The Pledgor waives, to the fullest extent permitted by law, its rights to rescind _____



- (*ontbinden*) this Deed, to suspend (*opschorten*) any of its obligations or liability – under this Deed, to nullify (*vernietigen*) or to invoke the nullity (*nietigheid*) of – this Deed on any ground under Dutch law or under any other applicable law. ———
- 10.6 **No waiver** ———
No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this – Deed are cumulative and not exclusive of any rights or remedies provided by – law. ———
- 10.7 **Amendment** ———
Any term of this Deed may only be amended or waived in writing and if required by Dutch law by a notarial deed under Dutch law. ———
- 11 **ACCEPTANCE** ———
The Pledgee accepts each Right of Pledge and all terms, waivers, authorities and powers pursuant to this Deed. ———
- 12 **GOVERNING LAW AND JURISDICTION** ———
- 12.1 **Governing law** ———
This Deed and any non-contractual obligations arising out of or in connection – with it are governed by Dutch law. ———
- 12.2 **Jurisdiction** ———
- 12.2.1 The court (*rechtbank*) of Amsterdam, the Netherlands has exclusive jurisdiction – to settle at first instance any dispute arising out of or in connection with this – Deed (including a dispute regarding the existence, validity or termination of this – Deed or any non-contractual obligation arising out of or in connection with this – Deed) (a **Dispute**). ———
- 12.2.2 Each Party agrees that the court (*rechtbank*) of Amsterdam, the Netherlands is – the most appropriate and convenient court to settle Disputes and accordingly no – Party will argue to the contrary. ———
- 12.2.3 This Clause 12.2 is for the benefit of the Pledgee only. As a result, the Pledgee – shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take – concurrent proceedings in any number of jurisdictions. ———
- 12.3 **Acceptance governing law power of attorney** ———
If a Party is represented by an attorney in connection with the execution of this – Deed or any agreement or document pursuant this Deed: ———
(a) the existence and extent of the authority of; and ———
(b) the effects of the exercise or purported exercise of that authority by, ———



that attorney is governed by the law designated in the power of attorney —
pursuant to which that attorney is appointed and such choice of law is —
accepted by the other Party. —

13

INTERDISCIPLINARY COOPERATION. —

ADVISOR PLEDGOR AND COMPANY —

With respect to the Rules of Professional Conduct (*Verordening beroeps- en —
gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries —
(*Koninklijke Notariële Beroepsorganisatie*) all Parties expressly state to agree —
that: —

- (a) the undersigned civil-law notary executes this deed, though being a civil- —
law notary affiliated with DLA Piper Nederland N.V.; —
- (b) DLA Piper Nederland N.V. acts as advisor of the Pledgor and the Company —
in relation to this deed or agreements pursuant hereto; and —
- (c) DLA Piper Nederland N.V. possibly acts as advisor of the Pledgor and the —
Company in the event that any disputes arise from this deed or agreements —
pursuant hereto. —

POWERS OF ATTORNEY —

The person appearing has been authorised by three (3) written powers of attorney which —
(in original or in copy) are appended to this deed. —

END —

The person appearing is known to me, civil-law notary. —

This deed was executed in Amsterdam, the Netherlands, on the date stated at the beginning —
of this deed. —

The summarised contents of this deed were stated and explained to the person appearing. —
All parties were informed of the consequences of the contents of this deed. The person —
appearing declared to dispense with a full reading of the deed, to have taken due note of —
the content of the deed well before its execution and to agree with its content. —

Immediately following the limited reading, this deed was signed by the person appearing —
and by me, the civil-law notary. —

Signed.

ISSUED FOR TRUE COPY

