



**Registration of a Charge**

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

Company number: **00871669**



X9CRQFY1

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

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**Details of Charge**

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

Charge code: **0087 1669 0013**

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

Brief description: **NIL**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR CERTAIN PERMITTED REDACTIONS THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT. NOTE - THE INSTRUMENT WAS DRAFTED AND EXECUTED IN THE FORM SHOWN**

Certified by: **NATHALIA TEKELY OF WEIL GOTSHAL AND MANGES (PARIS) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 871669

Charge code: 0087 1669 0013

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

**VITA (GROUP) UNLIMITED**

as Pledgor

and

**BARCLAYS BANK PLC**

as Security Agent

and

**VITA (FRANCE)**

as Securities Account Holder

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**SECOND RANKING**

**SECURITIES ACCOUNT PLEDGE AGREEMENT**

**(ACTE DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS  
DE SECOND RANG)**

in relation to shares issued by Vita (France)

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Dated 27 August 2020

This is a certified true and complete copy  
of the original save for certain permitted  
redactions.

Weil, Gotshal & Manges (Paris) LLP

Nathalie Tekely

28 August 2020

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**SECOND RANKING SECURITIES ACCOUNT PLEDGE AGREEMENT (ACTE DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE SECOND RANG)** in relation to shares issued by Vita (France)

**BETWEEN:**

- (1) **VITA (GROUP) UNLIMITED**, a private unlimited company incorporated under the laws of England, whose registered office is located at Oldham Road, Middleton, Manchester, M24 2DB and registered with the number 00871669 (the "**Pledgor**"),

**ON THE FIRST PART,**

- (2) **BARCLAYS BANK PLC**, a public limited company incorporated under the laws of England, whose registered office is located at 1 Churchill Place, London E14 5HP, and registered with the Registrar of Companies for England and Wales under number 01026167, as security agent on the terms and conditions set out in the Amended Senior Facilities Agreement and in the Intercreditor Agreement (as defined below) (the "**Security Agent**"),

**ON THE SECOND PART,**

**AND**

- (3) **VITA (FRANCE)**, a *société par actions simplifiée* incorporated under the laws of France, whose registered office is located at 14 avenue de l'Europe, Zone Industrielle de l'Europe, 76220 Gournay-en-Bray, France, and registered with the Trade and Companies Registry of Dieppe under number 481 486 744 (the "**Securities Account Holder**"),

**ON THE THIRD PART,**

(The Pledgor, the Security Agent and the Securities Account Holder being referred to, for the purpose of this Agreement (as defined below), as collectively the "**Parties**" and individually a "**Party**").

**WHEREAS:**

- (A) Pursuant to the Original Senior Facilities Agreement dated July 26, 2018 (as defined below), the Original Lenders (as defined in the Original Senior Facilities Agreement) have agreed to make available to the Borrowers (as defined in the Original Senior Facilities Agreement) certain facilities in an aggregate amount of EUR 130,000,000 on the terms and conditions set out in the Original Senior Facilities Agreement and for the purposes mentioned therein.
- (B) Pursuant to an accession deed dated May 9, 2018 (the "**Accession Deed**"), the Pledgor has acceded to the Original Senior Facilities Agreement as Additional Guarantor and to the Intercreditor Agreement (as defined below) as Debtor and as Intra-Group Lender (as defined below).

- (C) Pursuant to the Amendment Agreement dated June 24, 2020 (as defined below) to the Original Senior Facilities Agreement, the Parties have agreed to document the Structural Adjustment (as defined in the Amended Senior Facilities Agreement) to increase to the Revolving Facility Commitments by EUR 15,000,000 for the period commencing on the Effective Date (as defined in the Amendment Agreement) and ending on 31 December 2020 (with an option to extend by 6 Months exercisable with the consent of the Majority Revolving Facility Lenders and the Majority Lenders) on the terms and conditions agreed in a consent request letter dated 24 June 2020 between Vita Global Finco Limited (previously known as Sunshine Midco Limited) as Parent and Barclays Bank PLC as Agent (as "Parent" and "Agent" are both defined in the Amendment Agreement).
- (D) Pursuant to a first ranking securities account pledge agreement (the "**First Ranking Pledge Agreement**") dated 26 July 2018, entered into between, *inter alios*, the Pledgor and the Security Agent, the Pledgor has granted a first ranking pledge over its right and interests in the Company (including all of its Securities) (the "**First Ranking Pledge**") as security for the full payment and due performance by the Pledgor of the Secured Obligations (as such term is defined in the First Ranking Pledge Agreement).
- (E) As security for the due performance of the Secured Obligations (as defined below), the Pledgor has agreed to grant to the Security Agent a second ranking pledge the Pledged Account (as defined below) pursuant to the terms of this Agreement (as defined below).

#### IT HAS BEEN AGREED AS FOLLOWS:

##### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Amended Senior Facilities Agreement or the Intercreditor Agreement shall, unless otherwise defined in this Agreement, have the same meaning when used in this Agreement and in addition:

"**Accession Deed**" has the meaning ascribed to such term in the Whereas.

"**Agreement**" means this second ranking pledge agreement and its schedules, as amended, varied, novated, supplemented or restated from time to time.

"**Amended Senior Facilities Agreement**" means the Original Senior Facilities Agreement as amended by the Amendment Agreement and as amended, varied, novated, supplemented or restated from time to time.

"**Amendment Agreement**" means the EUR 15,000,000 increase of Revolving Facility Commitments agreement, dated June 24, 2020 and entered into between, *inter alios*, (i) Vita Global Finco Limited (previously known as Sunshine Midco Limited) as *Parent* and *Obligors' Agent*, and (ii) Barclays Bank PLC as *Additional Revolving Facility Lender*, *Agent* and *Security Agent* (as such terms are defined in the Amended Agreement) and as amended, varied, novated, supplemented or restated from time to time.

**"Cash Account"** means the special bank account opened in the name of the Pledgor with the Cash Account Holder (as specified in the Second Ranking Statement of Pledge) to receive the income and proceeds (*fruits et produits*) relating to the Securities and which, pursuant to article L. 211-20 of the French *Code monétaire et financier*, forms part of the Pledged Account.

**"Cash Account Holder"** means any *établissement de credit* or *société de financement* within the meaning of article L. 511-1 of the French *Code monétaire et financier* appointed by the Pledgor as holder (*teneur de compte*) of the Cash Account.

**"Cash Distributions"** means all amounts payable in respect of the Pledged Securities (*fruits et produits*), such as dividends paid in cash (*dividendes en numéraire*), distributions of reserves, interests and other incomes paid in cash.

**"Company"** means Vita (France), a *société par actions simplifiée* incorporated under the laws of France, whose registered office is located at 14 avenue de l'Europe, Zone Industrielle de l'Europe, 76220 Gournay-en-Bray, France, and registered with the Trade and Companies Registry of Dieppe under number 481 486 744.

**"Debt Documents"** has the meaning ascribed to such term in the Intercreditor Agreement.

**"Debtor"** has the meaning ascribed to such term in the Intercreditor Agreement.

**"Declared Default"** means an Acceleration Event as defined in the Amended Senior Facilities Agreement.

**"Discharge Date"** has the meaning ascribed to such term in Clause 9.1 of this Agreement.

**"Enforcement Event"** means the occurrence of Declared Default.

**"Event of Default"** has the meaning ascribed to such term in the Amended Senior Facilities Agreement.

**"Finance Documents"** has the meaning ascribed to such term in the Amended Senior Facilities Agreement.

**"First Ranking Expert"** means the expert named in accordance with the provisions of the First Ranking Pledge Agreement.

**"Group"** has the meaning ascribed to such term in the Amended Senior Facilities Agreement.

**"Initial Securities"** means one hundred fifty million five hundred forty-eight thousand nine hundred forty-six (150,548,946) ordinary shares issued by the Company owned by the Pledgor on the date of this Agreement.

**"Intercreditor Agreement"** means the intercreditor agreement dated May 9, 2018 and made between, *inter alia*, (i) Vita Global Finco Limited (previously known as Sunshine

Midco Limited) as *Parent, Original Debtor* and *Original Intra-Group Lender*, (ii) Vita Global Limited (previously known as Sunshine Bidco Limited) as *Company, Original Debtor* and *Original Intra-Group Lender*, (iii) Sunshine Topco Limited as *Original Subordinated Creditor* and (iv) Barclays Bank PLC as *Senior Arranger, Super Senior Arranger, Senior Lender, Agent* and *Security Agent* (as such terms are defined in the Intercreditor Agreement), as amended, varied, novated, supplemented or restated from time to time, and to which the Pledgor has acceded on the date hereof as Debtor and Intra-Group Lender.

**"New Securities"** means any financial securities (other than the Initial Securities) referred to in paragraphs 3.3.1 and 3.3.2 of Clause 3 (*Agreement to pledge*).

**"Original Senior Facilities Agreement"** means the EUR 130,000,000 term and revolving senior facilities agreement dated May 9, 2018 entered into between, *inter alios*, (i) Vita Global Finco Limited (previously known as Sunshine Midco Limited) as *Parent* and *Original Guarantor*, (ii) Vita Global Limited (previously known as Sunshine Bidco Limited) as *Company, Original Borrower* and *Original Guarantor*, and (iii) Barclays Bank PLC as *Original Lender, Mandated Lead Arranger, Agent* and *Security Agent* (as such terms are defined in the Original Senior Facilities Agreement), and to which the Pledgor has acceded on May 9, 2018 as Additional Guarantor.

**"Pledged Account"** means the Securities Account together with the Cash Account and which are both subject to the First Ranking Securities Account Pledge.

**"Pledged Assets"** means the Pledged Securities together with any Cash Distributions.

**"Pledged Securities"** means all financial securities standing to the credit of the Securities Account from time to time during the term of this Agreement.

**"Second Ranking Certificate of Pledge"** means a certificate (*attestation de nantissement de compte-titres de second rang*) in the form set out in Schedule 2 (*Form of Second Ranking Certificate of Pledge of Securities Account*).

**"Second Ranking Certificate of Pledge of Cash Account"** means a certificate in the form set out in Schedule 3 (*Form of Second Ranking Certificate of Pledge of Cash Account*).

**"Second Ranking Pledge"** means the second ranking pledge created over the Pledged Account in accordance with the provisions of this Agreement and of the Second Ranking Statement of Pledge.

**"Second Ranking Pledge Documents"** means collectively this Agreement and the Second Ranking Statement of Pledge.

**"Second Ranking Statement of Pledge"** means a second ranking statement of pledge over the Pledged Account (*déclaration de nantissement de compte-titres de second rang*) in the form set out in Schedule 1 (*Form of Second Ranking Statement of Pledge over a Financial Securities Account*), provided that a translation of the definition of



such term into English is to be found in Schedule 1 (*Form of a second ranking statement of pledge over a financial securities account*).

**"Secured Obligations"** has the meaning ascribed to the term "*Obligations Garanties*" in the Second Ranking Statement of Pledge, provided that a translation of the definition of such term into English is to be found in Schedule 1 (*Form of a second ranking statement of pledge over a financial securities account*).

**"Secured Parties"** has the meaning ascribed to the term "*Créanciers Nantis*" in the Second Ranking Statement of Pledge.

**"Securities"** means (i) the Initial Securities and (ii) the New Securities.

**"Securities Account"** means the securities account (*compte-titres*) opened and maintained by the Securities Account Holder in its books in the name of the Pledgor.

**"Securities Account Holder"** means the Company in its capacity as holder (*teneur de compte*) of the Securities Account.

**"Security Period"** means the period beginning on the date of this Agreement and ending on the Discharge Date (inclusive) as referred to in Clause 9.1 (*Term of the Second Ranking Pledge*).

## 1.2 **Terms defined in the Amended Senior Facilities Agreement or the Intercreditor Agreement**

In the event of any inconsistency between this Agreement and the Amended Senior Facilities Agreement or the Intercreditor Agreement, then (to the extent permitted by law) the provisions of the Amended Senior Facilities Agreement or (as applicable) the Intercreditor Agreement shall prevail.

In the event of any inconsistency between this Agreement and any Debt Document other than the Amended Senior Facilities Agreement and the Intercreditor Agreement, then this Agreement shall prevail.

## 1.3 **Construction**

1.3.1 Unless a contrary indication appears, any reference in this Agreement to:

- (a) the **"Security Agent"**, the **"Secured Party"** or any **"Party"** shall be construed so as to include its successors and, in the case of the Security Agent, any person appointed as security agent in accordance with the Intercreditor Agreement;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) a **"Debt Document"** or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as

amended, novated, supplemented, extended or restated from time to time;

- (d) a "**financial security**" or "**financial securities**" means any *titres financiers* as defined in article L. 211–1 II of the French *Code monétaire et financier*;
- (e) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership grouping (whether or not having separate legal personality);
- (f) a "**security interest**" includes any type of security (*sûreté réelle*) and transfer by way of security;
- (g) a "**successor**" of a person includes its permitted assignees, transferees, persons subrogated to its rights and any person who, under the laws of its jurisdiction of incorporation or domicile, succeeds to its rights and obligations under this Agreement or any other Debt Document by operation of law (in particular by virtue of a *fusion* or *apport partiel d'actif*); and
- (h) a provision of law is a reference to that provision as amended or re-enacted.

1.3.2 In this Agreement, unless a contrary intention appears, a reference to any Secured Party, Pledgor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Secured Debt Documents.

1.3.3 Clause and Schedule headings are for ease of reference only.

1.3.4 A Declared Default is "**continuing**" if it has not been remedied or waived in accordance with the provisions of the Amended Senior Facilities Agreement.

## 2. **SECURITY AGENT**

2.1 Except where the context otherwise requires, any reference in this Agreement to the Security Agent shall be a reference to the Security Agent appointed as "*agent des sûretés*" pursuant to articles 2488-6 and following of the French *Code civil* and clause 19.3 (*Appointment of the Security Agent – France*) of the Intercreditor Agreement and acting in the name and for the benefit of the Secured Parties.

2.2 The provisions set out in clause 19.3 (*Appointment of the Security Agent – France*) of the Intercreditor Agreement shall govern the rights, duties, obligations and (if applicable) the terms of the replacement of the Security Agent under this Agreement.

### 3. **AGREEMENT TO PLEDGE IN SECOND RANKING**

- 3.1 As security for the full repayment, discharge and performance of the Secured Obligations, the Pledgor hereby agrees to grant in favour of the Security Agent a second ranking pledge (*nantissement de second rang*) of the Pledged Account, which shall rank after the First Ranking Pledge.
- 3.2 In accordance with the provisions of article L. 211-20 of the French *Code monétaire et financier*, the Second Ranking Pledge extends to:
- 3.2.1 any financial securities credited to the Securities Account from time to time after the execution of the Second Ranking Statement of Pledge (and such financial securities will be deemed to be part of the Second Ranking Pledge and will be treated as Pledged Securities from the date of execution of the Second Ranking Statement of Pledge);
- 3.2.2 all financial securities to which the Second Ranking Pledge extends by reason of their having been substituted for, or added to, the Pledged Securities (including by reason of the transformation, merger or other similar operation affecting the Company); and
- 3.2.3 Cash Distributions.
- 3.3 The Pledgor shall cause the Securities Account Holder, and the Securities Account Holder undertakes accordingly, to credit to the Securities Account:
- 3.3.1 all shares issued by the Company of which it becomes the owner so that at all times during the term of this Agreement, 100% of the share capital of the Company held by the Pledgor is always subject to this Second Ranking Pledge; and
- 3.3.2 more generally all Securities, other than shares, issued by the Company, of which it becomes the owner.

### 4. **CREATION OF THE SECOND RANKING PLEDGE**

- 4.1 On the date of this Agreement, the Pledgor shall execute the Second Ranking Statement of Pledge and deliver to the Security Agent an original copy of the same.

On the date of this Agreement, the Pledgor shall also deliver (i) to the Securities Account Holder, an original copy of the Second Ranking Statement of Pledge and a copy of this Agreement and (ii) to the Cash Account Holder, a copy of the Second Ranking Statement of Pledge and a copy of this Agreement, and shall cause the Securities Account Holder, who hereby agrees, and the Cash Account Holder, as applicable, to:

- 4.1.1 identify the Securities Account;
- 4.1.2 immediately upon execution of this Agreement, identify the Cash Account;

- 4.1.3 promptly deliver to the Security Agent a Second Ranking Certificate of Pledge of those Initial Securities; and
- 4.1.4 as soon as reasonably practicable, deliver to the Security Agent a Second Ranking Certificate of Pledge of Cash Account.
- 4.2 Promptly upon becoming owner of any shares or other Securities referred to in Clause 3.3, the Pledgor shall cause the Securities Account Holder, who hereby agrees, to:
  - 4.2.1 credit such New Securities to the Securities Account;
  - 4.2.2 promptly deliver to the Security Agent a Second Ranking Certificate of Pledge of those subsequently pledged New Securities; and
  - 4.2.3 procure that the proceeds or other income attached or deriving therefrom are transferred on the Cash Account.

In accordance with the provisions of article L. 211-20 I of the French *Code monétaire et financier*, the New Securities and the proceeds or other income attached thereto or deriving therefrom shall be subject to the same terms and conditions as the Initial Securities and as any proceeds or other income initially registered on the Pledged Account and shall be deemed to have been registered on the date of execution of the Second Ranking Statement of Pledge.
- 4.3 The Pledgor shall no later than the date on which the pledgor is scheduled to receive Cash Distributions:
  - 4.3.1 open a Cash Account;
  - 4.3.2 immediately after the opening of the relevant Cash Account, instruct the Company to transfer any Cash Distributions directly on the Cash Account;
  - 4.3.3 deliver to the Cash Account Holder a copy of the Second Ranking Statement of Pledge and a copy of this Agreement; and
  - 4.3.4 use its best efforts to procure that the Cash Account Holder delivers to the Security Agent duly executed Second Ranking Certificate of Pledge of Cash Account substantially in the form set out in Schedule 3 (*Form of Second Ranking Pledge Certificate of Cash Account*) to this Agreement promptly following the opening of the relevant Cash Account.
- 4.4 The Securities Account Holder shall take all necessary steps so that (i) the Pledge over the Securities Account and (ii) the Pledged Securities credited to the Securities Account, are recorded in the Company's shares transfers register and individual shareholders' accounts.

## 5. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to the Security Agent as at the date hereof and at all time during the Security Period that:

- (i) the Pledgor is duly incorporated and validly existing under the laws of France and has the power to own its assets and to carry on its business as it is being conducted;
- (ii) the Company is duly incorporated and validly existing under the laws of France and has the power to own its assets and to carry on its business as it is being conducted;
- (iii) the Pledgor is duly empowered to enter into this Agreement and to perform its obligations hereunder;
- (iv) subject to the Legal Reservations and Perfection Requirements, all Authorisations required by it in order (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement and (ii) to make this Agreement admissible in evidence in France, have been obtained or effected and are in full force and effect;
- (v) on the date of this Agreement, the execution of this Agreement and performance of the Pledgor's obligations hereunder and the performance by the Company of the transactions contemplated by this Agreement do not and will not breach, violate or conflict with any agreement (including any shareholders' agreement) to which the Pledgor or the Company is respectively a party or which is binding upon its assets, by-laws, rules, regulations or any applicable law, regulation or official or judicial order or any authorization, to an extent which has or is reasonably likely to have a Material Adverse Effect;
- (vi) subject to the Legal Reservation and Perfection Requirements, this Agreement and the undertakings hereunder constitute legal valid and binding obligations, enforceable against the Pledgor, which shall, as from the execution of the Second Ranking Statement of Pledge, be enforceable against the Pledgor, the Company and third parties and create a second ranking pledge, ranking above the rights that any other person may have (other tghan the First Ranking Pledge beneficiaries) over the Pledged Account and the Securities registered on the Pledged Account and over the proceeds of any sale of the Securities save for any statutory liens (*privilèges légaux*);
- (vii) the Pledgor is the owner of the Pledged Account and the registered owner of the Securities and it has not created, incurred or permitted to subsist any Security over the Pledged Account or the Securities with the exception of the First Ranking Pledge, the Second Ranking Pledge and any Security permitted under the Secured Debt Documents; and

- (viii) the Securities have been fully paid up and represent and will continue to represent at all times 100% of the share capital and voting rights of the Company owned by the Pledgor and all the Securities issued by the Company and held by the Pledgor have been registered on the Securities Account.

## 6. UNDERTAKINGS

During the Security Period, the Pledgor undertakes:

- (i) not to sell, assign, pledge (other than under the First Ranking Pledge and the Second Ranking Pledge), grant nor allow to subsist any encumbrance of any sort whatsoever or otherwise transfer all or part of the Securities and/or the Pledged Account, except not prohibited by the Secured Debt Documents;
- (ii) to the extent permitted under French law, not to exercise the voting rights attached to the Securities in a way which would materially adversely affect any of the rights of the Security Agent under this Agreement or the validity or enforceability of the Second Ranking Pledge;
- (iii) to procure that no new shares are issued by the Company, no securities giving directly or indirectly access to capital of the Company are issued and, more generally, no change in the share capital of the Company occurs, save in each case as not prohibited by the Secured Debt Documents;
- (iv) not to do or cause or permit to be done anything which would materially adversely affect the Second Ranking Pledge or the rights of the Security Agent under the Second Ranking Pledge except as not prohibited by the Secured Debt Documents;
- (v) to make its best efforts to procure that the Cash Account Holder provides from time to time to the Security Agent, upon prior written demand, a Certificate of Second Ranking Pledge of Cash Account comprising the inventory of all cash proceeds standing to the credit of the Cash Account as of the date of delivery of such certificate; and
- (vi) that it will act in compliance with the provisions of the Clause 27.29 (*Further Assurance*) of the Amended Senior Facilities Agreement.

## 7. VOTING RIGHTS AND CASH DISTRIBUTIONS

### 7.1 Voting rights

In any appropriate shareholders' meeting, the Pledgor shall be entitled to vote for any resolution in a way which it sees fit, provided that it shall not vote in a way which would materially adversely affect the validity and enforceability of the Second Ranking Pledge or cause an Event of Default to occur, including any resolution amending the constitutive documents (*statuts*) of the Company in a way which limits the free transferability of the Pledged Securities.

## 7.2 Cash Distributions

Until the term of the Second Ranking Pledge and subject to the applicable provisions of the Intercreditor Agreement, all Cash Distributions denominated in any currency arising from the Pledged Securities from time to time shall immediately be credited to the Cash Account, which the Securities Account Holder agrees to do.

### 7.2.1 Availability of Cash Distributions prior to a Declared Default

At any time prior to the occurrence of a Declared Default which is continuing and in respect of which a notice has been served in accordance with Clause 7.2.2 (*Unavailability of Cash Distributions after a Declared Default*), the Pledgor shall be free, subject to the terms of the Finance Documents and Clause 8 (*Repayment or redemption of Pledged Securities*), to use any amounts standing to the credit of the Cash Account.

### 7.2.2 Unavailability of Cash Distributions after a Declared Default

Upon the occurrence of a Declared Default which is continuing, the amounts standing to the credit of the Cash Account will become unavailable to the Pledgor. To that effect, the Security Agent will be entitled (and the Pledgor hereby expressly gives irrevocable mandate to the Security Agent to that effect) to notify the same to the Cash Account Holder and the Pledgor by sending a notice, a form of which is set out in Schedule 4 (*Form of notification of the occurrence of a Declared Default*), requesting the Cash Account Holder to freeze the Cash Account, until a notice to the contrary is received from the Security Agent (promptly upon such Declared Default being remedied or waived, at the satisfaction of the Security Agent), or until the Security Agent requests the transfer to its benefit of the amounts standing to the credit of the Cash Account in accordance with Clause 9.2 (*Remedies upon Enforcement Event*).

### 7.3 Notwithstanding anything to the contrary in this Agreement, the terms of this Agreement Security Document shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Amended Senior Facilities Agreement and the Intercreditor Agreement or under this Agreement or where the consent of the Security Agent has been obtained and the Security Agent shall promptly enter into such documentation and/or take such other action (in each case, in accordance with the relevant Finance Documents) as is required by the 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 Security Agent 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.

## 8. **REPAYMENT OR REDEMPTION OF PLEDGED SECURITIES**

Any amounts resulting from the repayment or redemption of any Pledged Securities permitted under any Finance Document, and more generally, any amounts paid to the Pledgor which represent, by way of substitution or replacement, all or a portion of Pledged Securities, shall immediately be credited to the Cash Account.

## 9. **TERM, REMEDIES AND RELEASE OF THE SECOND RANKING PLEDGE**

### 9.1 **Term of the Second Ranking Pledge**

The Second Ranking Pledge will remain in full force and effect until such date as the Secured Obligations are fully, irrevocably and unconditionally paid, discharged and performed and no commitment of the Secured Parties is outstanding pursuant to any Secured Debt Document (the “**Discharge Date**”). At the request of the Pledgor made after that date, the Security Agent will execute any documents necessary to release the Second Ranking Pledge.

### 9.2 **Remedies upon Enforcement Event**

#### 9.2.1 **Exercise of its rights by the Security Agent**

Upon the occurrence of an Enforcement Event and subject to the applicable provisions of the Intercreditor Agreement, the Security Agent shall be entitled to exercise all rights and take all actions in relation to the Pledged Assets as may be permitted by French law.

In accordance with applicable law on the date hereof, the Security Agent shall be entitled:

- (a) with respect to the Cash Distributions, to obtain, upon three (3) days prior written notice sent by recorded delivery letter to the Pledgor with a copy to the Securities Account Holder and the Cash Account Holder, the transfer to it of the amounts standing to the credit of the Cash Account, up to the amount of the Secured Obligations due and payable; and
- (b) with respect to the Pledged Securities:
  - (i) to request the public sale (*vente publique*) of any and all of the Pledged Securities in accordance with the provisions of article L. 521-3 of the French *Code de commerce*;
  - (ii) to request the attribution by a court of any and all of the Pledged Securities in accordance with the provisions of article 2347 of the French *Code civil*; or
  - (iii) to become the owner of any and all of the Pledged Securities in accordance with the provisions of article 2348 of the French



*Code civil*, the transfer of ownership taking place at the expiry of the period of three (3) days mentioned in paragraph (a) above (the "**Transfer Date**").

In case of private foreclosure in accordance with paragraph (iii) above, the value of the Pledged Securities at the Transfer Date will be estimated by the First Ranking Expert, or, if no expert is appointed under the First Ranking Pledge Agreement, by an expert, jointly appointed by the Security Agent and the Pledgor under this Agreement in accordance with the provisions of clause 9.2 (*Remedies upon Enforcement Event*) of the First Ranking Pledge Agreement, which applies to this Agreement as though the same was set out in this Agreement *mutatis mutandis*.

The amount of the Secured Obligations due and payable by the Pledgor as at the Transfer Date (or any other date of transfer occurring in accordance with this Clause 9.2.1) will be reduced by the aggregate amount corresponding to the valuation of the Pledged Securities and the cash held on the Cash Account of which the ownership has been transferred to the Security Agent as set forth above.

If such aggregate amount exceeds the amount of the Secured Obligations due and payable as at the Transfer Date (or any other date of transfer occurring in accordance with this Clause 9.2.1), the difference between those two amounts shall be paid by the Security Agent to the Pledgor in accordance with the provisions of the Intercreditor Agreement.

#### 9.2.2 Discretionary rights of the Security Agent

Upon the occurrence of an Enforcement Event, the Security Agent may elect to exercise, or not, at its discretion, the rights conferred upon it by Clause 9.2.1 (*Exercise of its rights by the Security Agent*) as well as other rights or actions in relation to the Pledged Assets as may then be permitted by French law.

### 10. **EFFECTIVENESS OF COLLATERAL**

#### 10.1 **No waiver**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy provided by this Agreement or by law shall operate as a waiver. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and, subject to Clause 10.2 (*No hardship*), not exclusive of any rights or remedies provided by law.

#### 10.2 **No hardship**

Each Party hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall not apply to it with respect to its obligations under this Agreement and that it shall not be entitled to make any claim under article 1195 of the French *Code civil*.

### 10.3 **Partial invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### 10.4 **Additional security**

The Second Ranking Pledge is in addition to, and is not in any way prejudiced by, the First Ranking Pledge and any other security now or hereafter held by the Security Agent to secure all or part of the Secured Obligations. The Security Agent shall not be obliged, before exercising any rights conferred on it by this Agreement or by law, to exercise or enforce any other rights or security it may have or hold in respect of all or part of the Secured Obligations.

### 10.5 **Amendment to Secured Obligations**

The Second Ranking Pledge secures the Secured Obligations as amended from time to time by any amendment agreement to the Finance Documents, including where such amendment relates to the amount or termination date of any facility granted pursuant to the Finance Documents. The Pledgor and the Securities Account Holder shall sign all documents and take all actions necessary to that effect.

## 11. **EXPENSES AND INDEMNITY**

Any expenses, stamp taxes and indemnity incurred under this Agreement shall be paid in accordance with the provisions of clause 22 (*Costs and expenses*) of the Amended Senior Facilities Agreement.

## 12. **APPLICATION OF PROCEEDS**

All moneys received or recovered by the Security Agent pursuant to the Second Ranking Pledge Documents or the powers conferred by it shall (subject to the claims of any person having prior rights thereto) be applied by the Security Agent in accordance with the order of application provided for in clause 17 (*Application of proceeds*) of the Intercreditor Agreement.

## 13. **TRANSFER**

### 13.1 **Permitted successors**

13.1.1 The Pledgor may not assign, transfer or otherwise dispose of any of, or any interest in, its rights and/or obligations under the Second Ranking Pledge Documents without the prior written consent of the Security Agent.

13.1.2 The Security Agent may assign, transfer or otherwise dispose of any of, or any interest in, its rights and/or obligations under this Agreement to any successor

in accordance with the relevant provisions of the Finance Documents. If a change of Security Agent is made in accordance with the provisions of the Intercreditor Agreement, this Agreement and the Second Ranking Pledge shall benefit *ipso jure (de plein droit)* to the successor Security Agent in accordance with article 2488-11 of the French *Code Civil* and the provisions of the Intercreditor Agreement.

### 13.2 **Disclosure**

The Security Agent shall be entitled to disclose such information concerning the Pledgor or any other person and the Second Ranking Pledge Documents in accordance with the provisions of clause 42 (*Confidentiality*) of the Amended Senior Facilities Agreement.

### 13.3 **Novation**

In case of novation (*novation*) of the Secured Obligations or any Finance Document, the Security Agent expressly maintains, in accordance with article 1334 of the French *Code civil*, the benefit of the Second Ranking Pledge, which will therefore remain in full force and effect for the benefit of the Security Agent or any successors.

## 14. **NOTICES**

Each communication to be made under or in connection with this Agreement shall be made in accordance with the provisions of clause 24 (*Notices*) of the Intercreditor Agreement

## 15. **GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, French law.

## 16. **JURISDICTION**

### 16.1 **Exclusive jurisdiction**

16.1.1 The *Tribunal de commerce de Paris* has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of the Second Ranking Pledge).

16.1.2 The Parties agree that the French courts are the most appropriate and convenient courts to settle disputes arising out of or in connection with this Agreement and accordingly no Party will argue to the contrary.

### 16.2 **Election of domicile**

Without prejudice to any other mode of service allowed under any relevant law, the Pledgor irrevocably elects domicile at its registered office, for the purpose of serving any judicial or extra-judicial documents in relation to any action or proceedings.

***This Agreement is signed by its parties on the signature page set out at the end of the document.***

The Agreement (and its schedules) is executed by each of the Parties using an advanced electronic signature (AES) process implemented by a third party service provider, DocuSign, which guarantees the security and integrity of digital copies in accordance with Article 1367 of the French Civil Code (*Code civil*) and the implementing decree n°2017-1416 of 28 September 2017 relating to electronic signatures, transposing Regulation (EU) n°910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trusted services for electronic transactions within the internal market.

The Parties expressly agree that the Agreement, signed electronically via DocuSign, (i) constitutes the original, (ii) constitutes a literal proof (*preuve littérale*) within the meaning of Article 1316-1 of the French Civil Code (*Code civil*) (i.e. it has the same probative value as a handwritten document signed on paper and may be validly invoked against the Parties), (iii) its electronic signature must be considered as an original signature, and (iv) may be produced in court, as literal proof (*preuve littérale*), in the event of disputes, including disputes between the Parties. Consequently, the Parties (x) acknowledge that the Agreement signed electronically is evidence of its content, of the identity of each signatory and of his or her consent and (y) thus undertake not to contest the admissibility, opposability or value as evidence of the Contract signed in electronic form.

In accordance with paragraph 4 of Article 1375 of the French Civil Code (*Code civil*), the Agreement is drawn up in a single original digital copy, a copy of which shall be delivered to each of the Parties directly by DocuSign, which is in charge of implementing the advanced electronic signature solution under the conditions required by Article 1367 of the French Civil Code (*Code civil*) and the implementing decree n°2017-1416 of 28 September 2017 relating to electronic signatures.

**SCHEDULE 1**  
**FORM OF SECOND RANKING STATEMENT OF PLEDGE OVER A FINANCIAL SECURITIES**  
**ACCOUNT**

**DECLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE SECOND RANG**

*(soumise aux dispositions de l'article L. 211-20 du Code monétaire et financier)*  
**en relation avec un contrat intitulé "Second Ranking Securities Account Pledge**  
**Agreement"**  
**daté du 27 août 2020**

1. Constituant du Nantissement

**Vita (Group) Unlimited**, une société de droit anglais, dont le siège social est situé Oldham Road, Middleton, Manchester, M24 2DB et immatriculée au registre *Companies House* sous le numéro 00871669 (le "**Constituant**") constitue en nantissement le compte spécial décrit ci-dessous selon les termes et conditions de l'acte de nantissement de compte-titres en langue anglaise intitulé *Second Ranking Securities Account Pledge Agreement* conclu le 27 août 2020 entre le Constituant, le Créancier Nanti (tel que défini ci-après) et Vita (France) en qualité de teneur de compte-titres (*Securities Account Holder*) (l'"**Acte de Nantissement de Second Rang**").

2. Émetteur

**Vita (France)**, une *société par actions simplifiée* de droit français, dont le siège social est situé 14 avenue de l'Europe, Zone Industrielle de l'Europe, 76220 Gournay-en-Bray, France, et immatriculée au registre du commerce et des sociétés sous le numéro 481 486 744 RCS Dieppe (la "**Société**").

3. Eléments d'identification du compte spécial (préalablement ouvert lors de la constitution du nantissement de compte de titres financiers de premier rang au nom de Vita (Group) Limited) :

(a) Titres financiers

Désignation du Compte-Titres ( <i>Securities Account</i> ) :	4 bis
Nom du Teneur de Compte-Titres ( <i>Securities Account Holder</i> ) :	Vita (France)

(b) Fruits et produits

Le Constituant s'engage, conformément au paragraphe 4.2 de l'Acte de Nantissement de Second Rang, à ce que les fruits et produits (*Cash Distributions*) perçus par le Constituant au titre des Titres Financiers (*Securities*) soient versés sur le compte bancaire réputé faire partie intégrante du Compte-Titres (*Securities Account*) ouvert au nom du Constituant dans les livres de, dès sa nomination, l'établissement de crédit

situé en France qui aura été désigné par le Constituant et qui acceptera la fonction de teneur de compte (*Cash Account Holder*).

4. Titres financiers (tel que ce terme est défini à l'article L.211-1 II du Code monétaire et financier) initialement inscrits dans le compte spécial

(a) Nature : actions

(b) Forme : nominative

(c) Nombre : cent cinquante millions cinq cent quarante-huit mille neuf cent quarante-six (150.548.946)

5. Agent des Sûretés et Créanciers Nantis

**BARCLAYS BANK PLC**, une société anonyme (*public limited company*) de droit anglais, dont le siège social est situé à 1 Churchill Place, E14 5HP Londres et immatriculée a registre des sociétés (Registrar of Companies) d'Angleterre et du Pays de Galles sous le numéro 01026167 (en ce inclus ses éventuels cessionnaires, subrogés, successeurs, ayants cause et ayants droit) (l'"**Agent des Sûretés**"), agissant en son nom propre au profit des Créanciers Nantis (tels que définis en langue anglaise dans l'Acte de Nantissement sous le terme *Secured Parties*), en qualité notamment d'Agent (*Agent*) et d'Agent des Sûretés (*Security Agent*) au titre de la convention entre créanciers en langue anglaise intitulée *Intercreditor Agreement* en date du 9 mai 2018 conclue entre, *inter alia*, (i) Vita Global Finco Limited (précédemment connu sous le nom Sunshine Midco Limited) en qualités de *Parent*, d'*Original Debtor* et d'*Original Intra-Group Lender*, (ii) Vita Global Limited (précédemment connu sous le nom Sunshine Bidco Limited) en qualités de *Company*, d'*Original Debtor*, d'*Original Intra-Group Lender*, (iii) Sunshine Topco Limited en qualité d'*Original Subordinated Creditor* et (iv) Barclays Bank PLC en qualités d'*Agent*, de *Security Agent*, de *Senior Arranger*, de *Super Senior Arranger* et de *Senior Lender* (la « **Convention Inter-Créanciers** », telle qu'amendée, remplacée par voie de novation, complétée, modifiée ou augmentée à tout moment et à laquelle le Constituant a adhéré en date des présentes en qualités de *Debtor* et d'*Intra-Group Lender*).

6. Obligations Garanties

Toutes responsabilités (tel que ce terme en anglais par *Liabilities* dans la Convention Inter-Créanciers) et toutes autres responsabilités et obligations présentes et futures dues ou pouvant être dues à tout moment par le Constituant envers les Créanciers Nantis au titre de l'Avenant (tel que ce terme est défini en anglais par *Amendment Agreement* dans l'Acte de Nantissement de Second Rang) et de tous Documents de Dette Garantie (tel que ce terme est défini en anglais par *Secured Debt Documents* dans la Convention Inter-Créanciers), que ces obligations et responsabilités soient réelles ou éventuelles, encourues individuellement ou conjointement, en tant qu'emprunteur ou constituant d'une sûreté, et dans les limites spécifiées à l'article 23.12 (*Guarantee Limitations: France*) du Contrat de Crédits Senior tel qu'amendé par l'avenant au Contrat de Crédits Senior en date du 24 juin 2020, pour un montant total

maximum en principal de 15.000.000 d'euros, à l'exception, en tout état de cause, des obligations de paiement et de remboursement du Constituant envers les Créanciers Nantis au titre des Documents de Dette Garantie (tel que ce terme est défini en anglais par *Secured Debt Documents* dans la Convention Inter-Créanciers) d'ores et déjà garanties par le Nantissement de Premier Rang (tel que ce terme est défini en anglais par *First Ranking Pledge* dans l'Acte de Nantissement) (les "**Obligations Garanties**").

Les termes et expressions en langue anglaise commençant par une majuscule non définis dans la présente déclaration ont la signification qui leur est donnée dans l'Acte de Nantissement de Second Rang.

Fait le 27 août 2020.

**LE CONSTITUANT**

**VITA (GROUP) UNLIMITED**

Par : Gilbert Davids

Titre : Président

Signature : \_\_\_\_\_

*Translation for information purposes only*

## SECOND RANKING STATEMENT OF PLEDGE OVER A FINANCIAL SECURITIES ACCOUNT

*(subject to the provisions of article L. 211-20 of the French Code monétaire et financier)*  
**in relation to a Second Ranking Securities Account Pledge Agreement**

**dated 27 August 2020**

1. Pledgor

**Vita (Group) Unlimited**, a private unlimited company incorporated under the laws of England, whose registered office is located at Oldham Road, Middleton, Manchester, M24 2DB and registered with the *Companies House* under number 00871669 (the "**Pledgor**") grants to the benefit of the Security Agent (as defined below) a pledge over the special account described below on the terms and conditions of the securities account pledge agreement entered into on 27 August 2020 between the Pledgor, the Security Agent and Vita (France) as securities account holder (the "**Second Ranking Pledge Agreement**").

2. Issuing Company

**Vita (France)**, a *société par actions simplifiée* incorporated under the laws of France, whose registered office is located at 14 avenue de l'Europe, Zone Industrielle de l'Europe, 76220 Gournay-en-Bray and registered with the trade and companies registry of Dieppe under number 481 486 744 (the "**Company**").

3. Details concerning the special pledged account (previously opened at the time of the pledging of the first ranking securities account pledge) in the name of Vita (Group) Limited :

(a) Securities account

Designation of the Securities Account:	4 bis
Name of the Securities Account Holder:	Vita (France)

(b) Cash account

The Pledgor undertakes, in accordance with paragraph 4.2 of the Second Ranking Pledge Agreement, that any Cash Distributions received by the Pledgor in respect of the Securities shall be paid into the cash account deemed to form an integral part of the Securities Account, opened in the name of the Pledgor in the books of, upon his appointment, the credit institution located in France which will have been designated by the Pledgor and which will accept the role of Cash Account Holder.



4. Financial securities (as defined by article L. 211–1 II of the French *Code monétaire et financier*) initially registered in the special pledged account
  - (a) Nature: shares
  - (b) Form: registered
  - (c) Number: one hundred fifty million five hundred forty-eight thousand nine hundred forty-six (150,548,946)

5. Security Agent and Secured Parties

**BARCLAYS BANK PLC**, a public limited company, incorporated under the laws of England, whose registered office is located at 1 Churchill Place, London E14 5HP and registered with the Registrar of Companies for England and Wales under number 01026167 (including its potential assignees, transferees, successors and parties subrogated to its rights) (the “**Security Agent**”) acting for itself on behalf of the Secured Parties, in its capacity as Agent and Security Agent under the intercreditor agreement dated as of May 9, 2018 entered into between, *inter alia*, (i) Vita Global Finco Limited (previously known as Sunshine Midco Limited) as *Parent, Original Debtor and Original Intra-Group Lender*, (ii) Vita Global Limited (previously known as Sunshine Bidco Limited) as *Company, Original Debtor and Original Intra-Group Lender*, (iii) Sunshine Topco Limited as *Original Subordinated Creditor* and (iv) Barclays Bank PLC as *Agent, Security Agent, Senior Arranger, Super Senior Arranger and Senior Lender* (the “**Inter-Creditor Agreement**”, as amended, varied, novated, supplemented or restated from time to time, and to which the Pledgor has acceded on the date hereof as Debtor and Intra-Group Lender.

6. Secured Obligations

All Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, owing or incurred by the Pledgor towards the Secured Parties under the Secured Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, subject to the limitations referred to in clause 23.12 (*Guarantee Limitations: France*) of the Original Senior Facilities Agreement as amended by the Amendment Agreement dated June 24, 2020,, for an aggregate maximum principal amount of EUR 15,000,000 but excluding the payment and repayment obligations of the Pledgor towards the Secured Parties under the Secured Debt Documents (as defined in the Intercreditor Agreement) already secured under the First Ranking Pledge (as defined in the Second Ranking Pledge Agreement) (the “**Secured Obligations**”).

Capitalised terms and expressions used herein shall have the meaning ascribed to them under the Second Ranking Pledge Agreement, unless otherwise defined hereunder.

Signed on 27 August 2020.

**THE PLEDGOR**

**VITA (GROUP) UNLIMITED**

By: Gilbert Davids

Capacity: President

Signature: \_\_\_\_\_

**SCHEDULE 2**  
**FORM OF SECOND RANKING CERTIFICATE OF PLEDGE OF SECURITIES ACCOUNT**

**Date :** 27 août 2020

**Émetteur :** **Vita (France)**  
14 avenue de l'Europe ZI de l'Europe  
76220 Gournay-en-Bray  
France  
(le "**Teneur de Compte-Titres**" (*Securities Account Holder*))

**Destinataire :** **BARCLAYS BANK PLC**  
1 Churchill Place,  
London E14 5HP  
United Kingdom  
(l'"**Agent des Sûretés**" (*Security Agent*))

**ATTESTATION DE NANTISSEMENT**  
**DE COMPTE-TITRES DE SECOND RANG**

*(soumise aux dispositions de l'article L. 211-20 du Code monétaire et financier)*  
**en relation avec un contrat intitulé "*Second Ranking Securities Account Pledge Agreement*" daté du 27 août 2020**

1. Nous nous référons (i) à l'acte de nantissement de second rang en langue anglaise intitulé "*Second Ranking Securities Account Pledge Agreement*" et conclu le 27 août 2020 entre Vita (Group) Unlimited, en qualité de constituant, BARCLAYS BANK PLC, en qualité d'agent des sûretés et Vita (France), en qualité de teneur de compte-titres (l'"**Acte de Nantissement de Second Rang**") et (ii) à la déclaration de nantissement de compte de titres financiers datée du 27 août 2020 en relation avec l'Acte de Nantissement (la "**Déclaration de Nantissement**"). Les termes et expressions commençant par une majuscule utilisés dans la présente attestation ont la signification qui leur est donnée dans la Déclaration de Nantissement.
2. En notre qualité de Teneur de Compte-Titres, nous certifions et attestons, par la présente, que :
  - (a) les cent cinquante millions cinq cent quarante-huit mille neuf cent quarante-six (150.548.946) actions émises par Vita (France), détenues par Vita (Group) Unlimited, en qualité de Constituant et désignées dans la Déclaration de Nantissement de second rang ont, à la date de la présente attestation, été virées et dûment créditées au compte spécial de nantissement n°4 bis ouvert au nom du Constituant (*Pledgor*) dans nos livres et désigné, dans la Déclaration de Nantissement de second rang comme le "Compte-Titres" (le "**Compte-Titres**" (*Securities Account*)) ;

- (b) le Compte-Titres est nanti en faveur du Créancier Nanti (*Secured Party*) en garantie des Obligations Garanties (*Secured Obligations*) décrites dans la Déclaration de Nantissement de second rang et porte mention expresse dudit nantissement ; et
  - (c) aucun autre nantissement n'est inscrit à la date de la présente attestation sur les titres financiers désignés dans la Déclaration de Nantissement de second rang .
3. Des copies certifiées conformes du compte spécial d'actionnaires et du registre de mouvements de titres de la Société faisant apparaître ce virement sont annexées à la présente attestation de nantissement.
4. Par la présente attestation, nous accusons réception de l'Acte de Nantissement et de la Déclaration de Nantissement de second rang et prenons acte du fait que :
- (a) les dividendes en numéraire et les intérêts afférents aux titres financiers figurant au Compte-Titres (*Securities Account*) doivent être versés sur le Compte-Espèces (*Cash Account*) spécifié dans la Déclaration de Nantissement de second rang ;
  - (b) le produit du remboursement ou de l'amortissement des titres financiers figurant au Compte-Titres (*Securities Account*) doit être versé sur le Compte-Espèces (*Cash Account*) ; et
  - (c) le Constituant (*Pledgor*) est autorisé à disposer des titres financiers inscrits dans le Compte-Titres (*Securities Account*) dans les conditions et limites fixées dans l'Acte de Nantissement.
5. En notre qualité de Teneur de Compte-Titres (*Securities Account Holder*), nous acceptons d'exercer la mission de contrôle résultant de ce qui précède.

#### **LE TENEUR DE COMPTE-TITRES**

##### **VITA (France)**

Par : Gilbert Davids

Titre : Président

Signature : \_\_\_\_\_

P.J. : Copies certifiées conformes du compte spécial d'actionnaires et du registre de mouvements de titres.

***Translation for information purposes only***

**Date:** 27 August 2020

**From:** **Vita (France)**  
14 avenue de l'Europe ZI de l'Europe  
76220 Gournay-en-Bray

France  
(the "**Securities Account Holder**")

**To:** **BARCLAYS BANK PLC**  
1 Churchill Place  
London E14 5HP  
United Kingdom

(the "**Security Agent**")

**SECOND RANKING CERTIFICATE OF PLEDGE OF SECURITIES ACCOUNT**

*(governed by the provisions of article L. 211-20 of the Code monétaire et financier)*  
**in relation to a Second Ranking Securities Account Pledge Agreement**  
**dated 27 August 2020**

1. We refer to (i) the English language pledge agreement entitled "Second Ranking Securities Account Pledge Agreement" entered into on 27 August 2020 between Vita (Group) Unlimited, as pledgor, BARCLAYS BANK PLC, as security agent and Vita (France), as securities account holder (the "**Second Ranking Pledge Agreement**") and (ii) the French language statement of pledge over a securities account dated 27 August 2020 in relation to the Pledge Agreement (the "**Second Ranking Statement of Pledge**"). Capitalised terms and expressions used in this certificate shall have the meaning ascribed to them in the Statement of Pledge.
2. We, acting as Securities Account Holder, hereby certify and attest that:
  - (a) The one hundred fifty million five hundred forty-eight thousand nine hundred forty-six (150,548,946) shares issued by Vita (France) held by Vita (Group) Unlimited, as Pledgor and designated in the Second Ranking Statement of Pledge are, on the date of this Second Ranking Certificate of Pledge, duly credited to special account no. 4 bis opened in our books in the name of the Pledgor, as such account is referred to in the Second Ranking Statement of Pledge as the "*Compte-Titres*" (the "**Securities Account**");
  - (b) the Securities Account is pledged in favour of the Secured Party (*Créancier Nanti*) as security for the Secured Obligations (*Obligations Garanties*) described in the Second Ranking Statement of Pledge and the Pledge is expressly mentioned on that account; and

- (c) no other security interest is registered on the financial securities mentioned in the Second Ranking Statement of Pledge at the date hereof.
- 3. Copies certified as true copies of the shareholders' account (*compte spécial d'actionnaires*) and the share transfer register (*registre de mouvements de titres*) evidencing this transfer are attached to this Second Ranking Certificate of Pledge.
- 4. We hereby confirm receipt of the Second Ranking Statement of Pledge and the Pledge Agreement and acknowledge that:
  - (a) all interests and dividends paid in cash in respect of the financial securities registered in the Securities Account (*Compte-Titres*) shall be paid in the Cash Account (*Compte-Espèces*) referred to in the Second Ranking Statement of Pledge;
  - (b) the proceeds resulting from the repayment or redemption of the financial securities registered in the Securities Account (*Compte-Titres*) shall be paid in the Cash Account (*Compte-Espèces*); and
  - (c) the Pledgor (*Constituant*) is authorised to dispose of the financial securities registered in the Securities Account (*Compte-Titres*) only in accordance with the provisions of the Pledge Agreement,.
- 5. We hereby consent to act as Securities Account Holder (*Teneur de Compte-Titres*) of the Securities Account (*Compte-Titres*) and, accordingly assume the controlling duties that result therefrom, in accordance with the above.

#### THE SECURITIES ACCOUNT HOLDER

##### VITA (France)

By: Gilbert Davids

Capacity: President

Signature: \_\_\_\_\_

Encl.: Certified copies of the shareholder's account (*compte spécial d'actionnaires*) and share transfer register (*registre de mouvements de titres*).

**SCHEDULE 3**  
**FORM OF SECOND RANKING PLEDGE CERTIFICATE OF CASH ACCOUNT**

**Date :** 27 août 2020

**Émetteur :** **HSBC France**  
103, avenue des Champs-Élysées  
75419 Paris Cedex 08  
(le "**Teneur de Compte-Espèces**" (*Cash Account Holder*))

**Destinataire :** **BARCLAYS BANK PLC**  
1 Churchill Place,  
London E14 5HP  
United Kingdom  
(l'"**Agent des Sûretés**" (*Security Agent*))

Monsieur,

***Second Ranking Securities Account Pledge Agreement* daté du 27 août 2020 - Attestation de Nantissement d'un Compte-Espèces de second rang**

1. Nous faisons référence:
  - (a) à l'acte de nantissement de second rang en langue anglaise intitulé "*Second Ranking Securities Account Pledge Agreement*" et conclu le 27 août 2020 entre Vita (Group) Unlimited, en qualité de constituant, Barclays Bank Plc, en qualité d'agent des sûretés et Vita (France), en qualité de teneur de compte-titres (l'"**Acte de Nantissement de Second Rang**")
  - (b) à la déclaration de nantissement de compte de titres financiers de second rang datée du 27 août 2020 en relation avec l'Acte de Nantissement de Second Rang (la "**Déclaration de Nantissement de Second Rang**").
2. Les termes et expressions commençant par une majuscule utilisés dans la présente attestation ont la signification qui leur est donnée dans la Déclaration de Nantissement.
3. Par la présente attestation, nous:
  - (a) accusons réception (i) de l'Acte de Nantissement de Second Rang et (ii) de la Déclaration de Nantissement de Second Rang ; une copie de chacun de ces documents est annexée à la présente attestation ;
  - (b) confirmons que le compte sous la référence IBAN [●] désigné dans la Déclaration de Nantissement comme le Compte-Espèces (*Cash Account*) est ouvert dans nos livres au nom du Constituant et constitue le compte spécial visé à l'article L. 211-20 III du Code monétaire et financier ; et

- (c) acceptons d'agir en qualité de Teneur de Compte-Espèces (*Cash Account Holder*) conformément aux stipulations de la Déclaration de Nantissement et de l'Acte de Nantissement et, notamment, prenons acte des stipulations de la Clause 7.2 (*Cash Distributions*) de l'Acte de Nantissement de Second Rang.

Nous vous prions d'agréer, Messieurs, l'expression de nos salutations distinguées.

**LE TENEUR DE COMPTE-ESPECES**

**HSBC France**

Par :

Titre :

Signature : \_\_\_\_\_



**Translation for information purposes only**

**Date:** 27 August 2020

**From:** **HSBC France**  
103, avenue des Champs-Élysées  
75419 Paris Cedex 08  
(the "**Cash Account Holder**")

**To:** **BARCLAYS BANK PLC**  
1 Churchill Place,  
London E14 5HP  
United Kingdom  
(the "**Security Agent**")

Dear Sir,

**Second Ranking Securities Account Pledge Agreement dated 27 August 2020 – Second Ranking Pledge Certificate of Cash Account**

1. We refer to (i) the English language pledge agreement entitled "Second Ranking Securities Account Pledge Agreement" entered into on 27 August 2020 between Vita (Group) Unlimited, as pledgor, Barclays Bank Plc, as security agent and Vita (France), as securities account holder (the "**Second Ranking Pledge Agreement**") and (ii) the French language statement of pledge over a securities account dated 27 August 2020 in relation to the Second Ranking Pledge Agreement (the "**Second Ranking Statement of Pledge**"). Capitalised terms and expressions used in this certificate shall have the meaning ascribed to them in the Second Ranking Statement of Pledge.
2. We hereby:
  - (a) acknowledge receipt of (i) the Pledge Agreement and (ii) the Second Ranking Statement of Pledge, a copy of each such documents is attached hereto;
  - (b) confirm that the account under the IBAN reference [●] referred to in the Second Ranking Statement of Pledge as the "*Compte-Espèces*" (Cash Account) is duly opened in our books in the name of the Pledgor and is the special account referred to in article L. 211-20 III of the French *Code monétaire et financier*; and
  - (c) consent to act as Cash Account Holder pursuant to the terms of the Second Ranking Statement of Pledge and the Pledge Agreement and, in particular, acknowledge the provisions of Clause 7.2 (*Cash Distributions*) of the Pledge Agreement.

Yours sincerely,

**THE CASH ACCOUNT HOLDER**

**HSBC France**

By:

Capacity:

Signature: \_\_\_\_\_

**SCHEDULE 4**  
**FORM OF NOTIFICATION OF THE OCCURRENCE OF A DECLARED DEFAULT**

**Date :** 27 août 2020

**Émetteur :** **BARCLAYS BANK PLC**  
1 Churchill Place,  
London E14 5HP  
United Kingdom  
(l'"**Agent des Sûretés**" (*Security Agent*))

**Destinataires :** **HSBC France**  
103, avenue des Champs-Élysées  
75419 Paris Cedex 08  
(le "**Teneur de Compte-Espèces**" (*Cash Account Holder*))

**Vita (Group) Unlimited**  
Oldham Roas, Middleton  
Manchester M24 2DB  
United Kingdom  
(le "**Constituant**" (*Pledgor*))

**Lettre recommandée avec accusé de réception**

Monsieur,

***Second Ranking Securities Account Pledge Agreement* daté du 27 août 2020 – Notification de la survenance d'un Défaut Déclaré (*Declared Default*)**

1. Nous nous référons (i) à l'acte de nantissement de second rang en langue anglaise intitulé "*Second Ranking Securities Account Pledge Agreement*" et conclu le 27 août 2020 entre Vita (Group) Unlimited, en qualité de constituant, Barclays Bank Plc, en qualité d'agent des sûretés et Vita (France), en qualité de teneur de compte-titres (l'"**Acte de Nantissement de Second Rang**"), (ii) à la déclaration de nantissement de compte de titres financiers datée du 27 août 2020 en relation avec l'Acte de Nantissement de Second Rang (la "**Déclaration de Nantissement de Second Rang**") et (iii) au compte bancaire spécial ouvert dans vos livres sous la référence IBAN [●] et désigné dans la Déclaration de Nantissement de Second Rang comme le "Compte-Espèces" (le "**Compte-Espèces**" (*Cash Account*)). Les termes et expressions commençant par une majuscule utilisés dans la présente notification ont la signification qui leur est donnée dans la Déclaration de Nantissement.
2. Nous vous notifions par la présente la survenance d'un Défaut Déclaré (au sens attribué au terme *Declared Default* dans l'Acte de Nantissement de Second Rang) qui perdure au titre des Obligations Garanties (*Secured Obligations*) en vertu de l'Acte de Nantissement de Second Rang.

3. A compter de la date de la présente notification, le Constituant (*Pledgor*) n'est donc plus autorisé à effectuer des opérations de débit sur le Compte-Espèces et toute somme figurant au crédit du Compte-Espèces devra être bloquée jusqu'à notification contraire de notre part.

Nous vous prions d'agréer, Messieurs, l'expression de nos salutations distinguées.

**L'AGENT DES SURETES**

**BARCLAYS BANK PLC**

Par : Emma Sharma

Titre : Signataire dûment habilité

Signature : \_\_\_\_\_

**Translation for information purposes only**

**Date:** 27 August 2020

**From:** **BARCLAYS BANK PLC**  
1 Churchill Place,  
London E14 5HP  
United Kingdom (the "**Security Agent**")

**To:** **HSBC France**  
103, avenue des Champs-Élysées  
75419 Paris Cedex 08  
(the "**Cash Account Holder**")

**Vita (Group) Unlimited**  
Oldham Roas, Middleton  
Manchester M24 2DB  
United Kingdom  
(the "**Pledgor**")

**Recorded delivery letter with acknowledgement of receipt**

Dear Sir,

**Second Ranking Securities Account Pledge Agreement dated 27 August 2020 – Notice of the occurrence of a Declared Default**

1. We refer to (i) the English language pledge agreement entitled "Second Ranking Securities Account Pledge Agreement" entered into on 27 August 2020 between Vita (Group) Unlimited, as pledgor, Barclays Bank Plc, as security agent and Vita (France), as securities account holder (the "**Pledge Agreement**"), (ii) the French language statement of pledge over a securities account entitled "*déclaration de nantissement de compte de titres financiers de second rang*" dated 27 August 2020 in relation to the Second Ranking Pledge Agreement (the "**Second Ranking Statement of Pledge**") and (iii) the cash account opened in your books under the IBAN reference [●] and referred to in the Statement of Pledge as the "*Compte-Espèces*" (the "**Cash Account**"). Capitalised terms and expressions used in this notice shall have the meaning ascribed to them in the Second Ranking Statement of Pledge.
2. We hereby notify you of the occurrence of a Declared Default (within the meaning ascribed to such term in the Second Ranking Pledge Agreement) which is continuing under the Secured Obligations secured by the Second Ranking Pledge Agreement.
3. As from the date hereof, the Pledgor ceases to be entitled to make any payments from the Cash Account and all the amounts standing to the credit of such Cash Account shall be frozen until otherwise notified by us.

Yours sincerely,

**THE SECURITY AGENT**

**BARCLAYS BANK PLC**

By: Emma Sharma

Capacity: authorized signatory

Signature: \_\_\_\_\_

**SIGNATURE PAGE**

of this Second Ranking Securities Account Pledge Agreement

Signed on 27 August 2020.

**THE PLEDGOR**

**VITA (GROUP) UNLIMITED**

By: Gilbert Davids

Capacity: President


Signature:  \_\_\_\_\_

**THE SECURITY AGENT**

**BARCLAYS BANK PLC**

By: Emma Sharma

Capacity: authorized signatory

Signature:  \_\_\_\_\_

**THE SECURITIES ACCOUNT HOLDER**

**VITA (FRANCE)**

By: Gilbert Davids

Capacity: President

Signature:  \_\_\_\_\_