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CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

(3) 1 1 1

00472253

Name of company

\* Vita International Limited (the "Pledgor")

Date of creation of the charge

7 December 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Registered and financial pledge over shares agreement dated 7 December 2007  
between the Pledgor and J.P. Morgan Europe Limited (the "Pledgee") (the  
"Agreement") EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY  
SITUATED THERE

Amount secured by the mortgage or charge

Please see Part 1 of the attached continuation sheet.

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All capitalised terms used in this Form 395 shall have the meaning given to  
them in Part 3 of the attached continuation sheet unless defined elsewhere  
in this Form 395.

Names and addresses of the mortgagees or persons entitled to the charge

J. P. Morgan Europe Limited (as trustee for the Pension Trustees) of 125  
London Wall, London

Postcode EC2Y 5AJ

Presentor's name address and  
reference (if any)

Freshfield Bruckhaus Deringer  
65 Fleet Street  
London  
England EC4Y 1HS  
DX 23 London/Chancery Lane

GH01/635035.07007/21600792

Time critical reference

133204-0010

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



\*LU7S5VO2\*

LD9

21/12/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached continuation sheet

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legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Signed Freshfields Bruckhaus Perring Date 20th December 2007

On behalf of company [mortgagee/chargee] 1

*† delete as  
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

**PART 1****AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

Any and all obligations of the Pledgor to the Pledgee under the Related Documents as amended from time to time, including in particular -

- 1 notwithstanding any other provision of the Intercreditor Agreement, the Pledgor has irrevocably and unconditionally undertaken to pay to the Pledgee, as creditor in its own right and not as representative of the Pension Trustees, sums equal to and in the currency of each amount payable by the Pledgor to each of the Pension Trustees under each of the Security Documents as and when that amount falls due for payment under the relevant Security Document or would have fallen due but for any discharge resulting from failure of a Pension Trustee to take appropriate steps, in insolvency proceedings affecting the Pledgor, to preserve its entitlement to be paid that amount,
- 2 the Pledgee has its own independent right to demand payment of the amounts payable by the Pledgor under clause 9 13 of the Intercreditor Agreement, irrespective of any discharge of the Pledgor's obligation to pay those amounts to the Pension Trustees resulting from failure by them to take appropriate steps, in insolvency proceedings affecting the Pledgor, to preserve their entitlement to be paid those amounts,
- 3 any amount due and payable by the Pledgor to the Pledgee under clause 9 13 of the Intercreditor Agreement shall be decreased to the extent that the Pension Trustees have received (and are able to retain) payment in full of the corresponding amount under the other provisions of the Security Documents and any amount due and payable by the Pledgor to the Pension Trustees under those provisions shall be decreased to the extent that the Pledgee has received (and is able to retain) payment in full of the corresponding amount under clause 9 13 of the Intercreditor Agreement, and
- 4 the rights of the Pension Trustees to receive payment of amounts payable by the Pledgor under the Security Documents are several and are separate and independent from, and without prejudice to, the rights of the Pledgee to receive payment under clause 9 13 of the Intercreditor Agreement,

T+95.

(together, the "Secured Claim")

**PART 2****SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

- 1 For the purpose of securing the Secured Claim, the Pledgor has established a registered pledge over the Shares in favour of the Pledgee (the "Registered Pledge")
- 2 For the purpose of securing the Secured Claim, the Pledgor has established a financial pledge over the Shares in favour of the Pledgee (the "Financial Pledge")
- 3 The Pledgor has undertaken it shall remain liable to observe and perform all conditions and obligations assumed by it in respect of the Shares and the Pledgee shall not be under any of these obligations
- 4 The Pledgor has undertaken that, subject to any agreement with or consent or instruction from the Pledgee to the contrary, it shall not transfer or otherwise dispose of or encumber any of the Shares or any rights attached thereto, other than as

permitted by (or in accordance with a written permission by the Pledgee) the Agreement or as required in connection with the Permitted Security

- 5 The Pledgor has undertaken it shall (as its own expense) promptly take any actions (including signing any documents) that the Pledgee reasonably requests from time to time in order to ensure that the securities granted or intended to be granted by the Agreement are established as effectively as possible. The Pledgor shall also co-operate with the Pledgee in taking any actions (including amending the Agreement) required by the court during proceedings concerning entry into the pledge register
- 6 The Pledgor has represented and warranted that the Pledges shall be the second ranking registered pledge after the Existing Pledge. Pursuant to art 250 of the Civil Code the Pledgor has acknowledged that Existing Pledges established after the day of the Agreement will have priority over Pledges established under the Agreement

### PART 3

#### DEFINITIONS

- "BVPF Deed of Guarantee" means the deed of guarantee dated 7 December 2007 and entered into by British Vita Unlimited as guarantor and British Vita Pension Fund Trustees Limited as beneficiary
- "BVSED Deed of Guarantee" means the deed of guarantee dated 7 December 2007 and entered into by British Vita Unlimited as guarantor and British Vita SE&D Pension Fund Trustees Limited as beneficiary
- "Company" means Vita Polymers Poland Sp z o o with its registered seat in Brzeg Dolny at ul Henryka Sienkiewicza 31/33, 56-120 Brzeg Dolny, Poland, entered into the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under KRS number 0000015447, NIP number 9170000044, with the share capital in the amount of PLN 57,670,600 divided into 576,706 shares with a nominal value of PLN 100 per share, where 100% shares are held by the Pledgor
- "Existing Pledge" means the existing pledge over shares in favour of the Pledgee, being a Permitted Security
- "Guarantees" means each of the BVPF Deed of Guarantee and the BVSED Deed of Guarantee
- "Intercreditor Agreement" means the intercreditor agreement dated 7 December 2007 between, amongst others, the Pension Trustees, J P Morgan Europe Limited and British Vita (Lux II) S A R L
- "Mezzanine Facility Agreement" means the mezzanine facility agreement dated 22 March 2005 as amended and restated on 30 June 2005 made between British Vita (UK) Limited (formerly TPG Spring (UK) Limited) as UK Newco, J P Morgan PLC and UBS Limited as the Arranger, JPMorgan Chase Bank, N A and UBS Limited the Original Lenders, UBS Limited as the Agent and J P Morgan Europe Limited as the Pledgee, (as the same may be or have been from time to time varied,

	amended, modified or supplemented (however fundamentally))
<b>"National Court Register Act"</b>	means the Act on the National Court Register of 20 August 1997 (Dz U of 1997, No 121, item 769, as amended)
<b>"National Court Register"</b>	means the register of commercial entities kept by the relevant district court, in accordance with the provisions of the National Court Register Act
<b>"Pension Trustees"</b>	means British Vita Pension Fund Trustees Limited and British Vita SE&D Pension Fund Trustees Limited
<b>"Permitted Security"</b>	means any security created or to be created in favour of the Pledgee pursuant to provisions of the Senior Facilities Agreement and/or the Mezzanine Facility Agreement
<b>"Pledges"</b>	means together the Registered Pledge and the Financial Pledge
<b>"Security Documents"</b>	means the Guarantees and the Transaction Security Documents
<b>"Senior Facilities Agreement"</b>	means the senior facilities agreement dated 22 March 2005 as amended and restated on 30 June 2005 made between British Vita (UK) Limited (formerly TPG Spring (UK) Limited) as UK Newco, J P Morgan PLC and UBS Limited as the Arranger, J P Morgan Chase Bank, N A and UBS Limited the Original Lenders, J P Morgan Europe Limited as the Agent, J P Morgan Europe Limited as the Pledgee and J P Morgan Chase Bank, N A as the Issuing Bank (as the same may be or have been from time to time varied, amended, modified or supplemented (however fundamentally))
<b>"Shares"</b>	means 576,706 (in words five hundred and seventy six thousand, seven hundred and six) shares in the share capital of the Company, with a nominal value of PLN 100 (in words one hundred zlotys) each, held by the Pledgor at the date of this Agreement
<b>"Transaction Security Documents"</b>	means any document entered into by any member of the Group creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any member of the Group under the Senior Facilities Agreement

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 00472253

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A REGISTERED AND FINANCIAL PLEDGE OVER SHARES AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY SITUATED THERE DATED THE 7th DECEMBER 2007 AND CREATED BY VITA INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO J P MORGAN EUROPE LIMITED (AS TRUSTEE FOR THE PENSION TRUSTEES) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2008

*P. Ceri*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES