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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

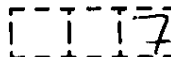
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00472253

Name of company

* Vita International Limited (the "Company")

Date of creation of the charge

7 December 2007

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

Second rank share pledge agreement dated 7 December 2007 between the
Company, British Vita Unlimited and J.P. Morgan Europe Limited (the
"Pledgee") (the "Pledge Agreement")

Amount secured by the mortgage or charge

Please see Part 1 of the attached continuation sheet

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 security agent for the Secured Parties) of
125 London Wall, London

Postcode EC2Y 5AJ

Presenter's name address and
reference (if any)

Freshfield Bruckhaus Deringer

65 Fleet Street

London

England EC4Y 1HS

DX 23 London/Chancery Lane

GH01/632035.07007/21602576

Time critical reference

133204-0010

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Mortgage Sect

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COMPANIES HOUSE

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COMPANIES HOUSE

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Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached continuation sheet.

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**Please complete
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 Deringer 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 Company 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 Company has irrevocably and unconditionally undertaken to pay to the Pledgee, as creditor in its own right and not as representative of the Secured Parties, sums equal to and in the currency of each amount payable by the Company to each of the Secured Parties 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 Company, 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 Company under clause 9.13 of the Intercreditor Agreement, irrespective of any discharge of the Company's obligation to pay those amounts to the Pension Trustees resulting from failure by them to take appropriate steps, in insolvency proceedings affecting the Company, to preserve their entitlement to be paid those amounts,
- 3 any amount due and payable by the Company to the Pledgee under clause 9.13 of the Intercreditor Agreement shall be decreased to the extent that the Secured Parties 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 Company to the Secured Parties 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 Secured Parties to receive payment of amounts payable by the Company 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,

(together, the "Secured Liabilities")

PART 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- 1 The Company has granted to the Pledgee, as security for due performance of the Secured Liabilities, a second-ranking pledge on the shares No 1 to 45,000 inclusive that the Company, as at the date of the Pledge Agreement, holds in Libeltex and any other shares in Libeltex that they may subscribe to or acquire in the future (the "Shares")
- 2 The Company has undertaken other than as permitted under the Finance Documents, it shall not dispose of the Shares or any of the other Pledged Assets, shall not create any other pledge, charge or encumbrance in respect of the Shares or any other Pledged Assets (irrespective of whether ranking behind the pledge created hereby), and shall not permit the existence of any such pledge, charge or encumbrance. If, however, the Company or the First Pledgor at any time owns all the shares in Libeltex, the Company or the First Pledgor (as applicable) may transfer one Share to an affiliated company or any of its employees or directors provided that (i) the

transferee shall acknowledge in writing to the Security Agent, prior to the transfer, that such Share shall remain subject to the Pledge Agreement, and (ii) as long as Libeltex shall be a *société privée à responsabilité limitée / besloten vennootschap met beperkte aansprakelijkheid*, the Company or the First Pledgor (as applicable) shall procure that the transferee shall provide to the Pledgee, forthwith upon the transfer, a consent substantially in the form set out in Schedule 3 of the Pledge Agreement,

- 3 The Company has undertaken to co-operate with the Pledgee and sign or cause to be signed all future documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the pledge of the Pledged Assets and to carry out the provisions and purposes of the Pledge Agreement
- 4 The security created pursuant to the Pledge Agreement will rank second to the security created by the First Rank Share Pledge Agreement
- 5 As and to the extent provided in the Intercreditor Agreement, the Secured Liabilities are subordinated and junior in right of payment to the secured liabilities under the First Rank Share Pledge Agreement. So long as any secured liabilities under the First Rank Share Pledge Agreement are or become outstanding, the Pledgee has agreed that the exercise of any right under the Pledge Agreement is subject to the terms and conditions of the Intercreditor 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
- "BVPF Related Documents"** means the trust deed dated 15 November 2004 which governs the British Vita Pension Fund (as amended, supplemented and restated from time to time), the schedule of contributions to be prepared on the basis set out in Schedule 8 of the BVPF Settlement Agreement and any other schedule of contributions agreed with the employer under Part 3 of the Pensions Act 2004, the BVPF Settlement Agreement, the BVPF Guarantee, the Intercreditor Agreement, the Debenture, the subordinated security provided by each member of the Group incorporated outside of England and Wales to the Pledgee to hold for the benefit of British Vita Pension Fund Trustees Limited pursuant to the documents set out in Schedule 3 of the BVPF Settlement Agreement and any other ancillary documents entered into in connection therewith and any other agreement or arrangement relating to or evidencing the whole or any part of the Secured Liabilities or pursuant to which any of the Secured Liabilities are expressed to be due, owing or payable
- "BVPF Settlement Agreement"** means the settlement agreement dated 7 December 2007 and entered into by British Vita Unlimited and British Vita Pension Fund Trustees Limited

"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
"BVSED Related Documents"	means the trust deed dated 15 November 2004 which govern the British Vita SE&D Pension Fund (as amended, supplemented and restated from time to time), the schedule of contributions to be prepared on the basis set out in Schedule 8 of the BVSED Settlement Agreement and any other schedule of contributions agreed with the employer under Part 3 of the Pensions Act 2004, the BVSED Settlement Agreement, the BVSED Guarantee, the Intercreditor Agreement, the Debenture, the subordinated security provided by each member of the Group incorporated outside of England and Wales to the Pledgee to hold for the benefit of British Vita SE&D Pension Fund Trustees Limited pursuant to the documents set out in Schedule 3 of the BVSED Settlement Agreement and any other ancillary documents entered into in connection therewith and any other agreement or arrangement relating to or evidencing the whole or any part of the Secured Liabilities or pursuant to which any of the Secured Liabilities are expressed to be due, owing or payable
"BVSED Settlement Agreement"	means the settlement agreement dated 7 December 2007 and entered into by British Vita Unlimited and British Vita SE&D Pension Fund Trustees Limited
"Debenture"	means the debenture dated 7 December 2007 between each of British Vita Unlimited, Vita Services Limited, Vitafoam Limited, Vitafibres Limited, Vitamol Limited, Vita Industrial Polymers Limited, Vita Liquid Polymers Limited, Caligen Foam Limited, Vita Thermoplastic Sheet Limited, Kay-Metzeler Limited, Rossendale Combing Company, Limited (The), Chemical Innovations Limited, British Vita Investments Limited, Vita Thermoplastics Compounds Limited, Vita International Limited and Vita Investments North America Limited and J P Morgan Europe Limited as Security Agent
"Facilities Agreements"	means the Senior Facilities Agreement and the Mezzanine Facility Agreement
"Finance Documents"	has the meaning ascribed to it in the Intercreditor Agreement
"First Pledgor"	means British Vita Unlimited
"First Rank Share Pledge Agreement"	has the meaning ascribed to such term in recital (A)
"Guarantees"	means each of the BVPF Deed of Guarantee and the BVSED Deed of Guarantee
"Group"	means British Vita (Lux II) S A R L and its subsidiaries from time to time
"Intercreditor Agreement"	means the intercreditor agreement dated 7 December 2007 between among others, the parties to the Facilities Agreements

"Libeltex"	means Libeltex BVBA (previously Libeltex NV), a Belgian limited liability company (<i>société privée à responsabilité limitée / besloten vennootschap met beperkte aansprakelijkheid</i>) with registered office at Mariaalooptsteenweg 51, 8760 Meulebeke, Belgium, and with enterprise number 0405 578 081, RPM/RPR Kortrijk
"Mezzanine Facility Agreement"	means the mezzanine facility agreement dated 22 March 2005 between British Vita (UK) Limited (formerly known as TPG Spring (UK) Limited) as UK Newco, J P Morgan plc and UBS Limited as arranger, the financial institutions listed therein as original lenders, UBS Limited as agent and J P Morgan Europe Limited as security agent as amended and restated from time to time
"Pledged Assets"	means the Shares together with the other assets defined as such under clause 6.1 of the Pledge Agreement
"Related Documents"	means the BVPF Related Documents and the BVSED Related Documents
"Secured Parties"	means each of British Vita Pension Fund Trustees Limited and British Vita SE&D Pension Fund Trustees Limited
"Security Documents"	means the Guarantees and the Transaction Security Documents
"Senior Facilities Agreement"	means the senior facilities agreement dated 22 March 2005 between British Vita (UK) Limited (formerly known as TPG Spring (UK) Limited) as UK Newco, J P Morgan plc and UBS Limited as arranger, the financial institutions listed therein as original lenders, J P Morgan Europe Limited as agent and as security agent and JP Morgan Chase Bank, N A as issuing Bank as amended and restated from time to time
"Shares"	has the meaning set out in paragraph 1 of part 2 above
"Transaction Security Documents"	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 SECOND RANK SHARE PLEDGE AGREEMENT 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 SECURITY AGENT FOR THE SECURED PARTIES) 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 28th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2008

*PO
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES