

# M

## Particulars of a mortgage or charge

113688 / 13  
**395**

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
Companies House, Crown Way, Cardiff CF4 3UZ

For Official use

2

FEE	PAID
£13.00	M
Company Number	
05398014	

Name of Company

Fellstone Limited, registered address Augustine House, Austin Friars, London, EC2N 2HA, United Kingdom (the "**Pledgor**")

Date of creation of the charge

25 May 2006

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

Agreement for Registered Pledges over Shares dated 25 May 2006 between the Pledgor, Bank Zachodni WBK S.A. (the "**Pledgee**") and Bank DnB NORD Polska S.A. (together with the Pledgee defined as the "**Pledgees**"), expressed to be governed by Polish law (the "**Pledge**")

Amount secured by the mortgage or charge

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Name and address of the mortgagees or persons entitled to the charge

**Bank Zachodni WBK S.A.**, registered seat at Rynek 9/11, 50-950, Wrocław, Poland as securityAgent for the Finance Parties and **Bank DnB NORD Polska S.A.**, registered seat at

Kruczkowskiego 8, 00-380 Warsaw, Poland

Postcode

Presentor's name address and reference (if any):

Linklaters

Warsaw Towers

ul. Sienna 39

00-121 Warsaw, Poland

Tel: +48 22 5265000

Please return

via

London Courier

Ref: Adrian Horne

Time critical reference

For official Use  
Mortgage Section

Post room

LD4  
COMPANIES HOUSE

\*LQTSKG91\*

354  
14/06/2006Please do not write  
in this marginPlease complete  
legibly, preferably  
in black type or  
bold block lettering\*insert full name of  
company

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Please do not write  
in this margin

Please complete  
legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*L. H. H. H. H.*

Date

*13/06/06*

On behalf of Pledgees

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**Note**

<sup>†</sup> Delete as appropriate

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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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## Schedule 2

### Short particulars of all the property mortgaged or charged

References in this Form 395 to a "Clause" is, unless stated to the contrary, to a clause of the Pledge.

The Pledgor has established in favour of the Pledgee a first ranking registered pledge of all the Shares under Polish law as continuing security for the payment and discharge of the Secured Claims A up to the maximum secured amount of EUR 96,000,000 (the "**Registered Pledge A**") and a first ranking registered pledge of all the Shares as continuing security for the payment and discharge of the Secured Claims B up to the maximum secured amount of PLN 8,920,350 (the "**Registered Pledge B**").

The value of the Shares has been estimated by the Parties to be equal to PLN 1,000.

The Pledgor has also established in favour of the Pledgee:

a financial pledge of all the Shares, under Polish law, as continuing security for the payment and discharge of the Secured Claims C up to the maximum secured amount stated in Clause 2.1(a) (the "**Financial Pledge A**"); and

a financial pledge of all the Shares, under Polish law, as continuing security for the payment and discharge of the Secured Claims B up to the maximum secured amount stated in Clause 2.1(b) (the "**Financial Pledge B**").

The Pledgor has established in favour of Bank DnB NORD Polska S.A. a financial pledge of all the Shares, under Polish law, as continuing security for the payment and discharge of the Secured Claims D up to the maximum secured amount stated in Clause 2.1(a) (the "**Financial Pledge C**").

The Financial Pledges shall expire and be released upon the earlier of (a) the expiry of a 5 year period from the date of the Pledge and (b) the registration of the Registered Pledges in the appropriate register in Poland becoming final.

Note (1): The Pledgor shall not:

- sell, transfer or otherwise dispose of any of the Shares or assign any right attached thereto, unless permitted under the Facility Agreement; or
- create (or permit the creation of) any Security Interest in respect of any of the Shares or any rights attached thereto unless permitted under the Facility Agreement.

Note (2): In this Form 395, except to the extent that the context requires otherwise:

"**Borrower**" means Forum Gliwice sp. z o.o., a limited liability company with its seat in Gliwice at ul. Bohaterów Getta Warszawskiego 2/4, 44-100 Gliwice, Poland, registered in the entrepreneurs register of the National Court Register, maintained by the District Court in Gliwice, Poland, X Economy Division of the National Court Register under number KRS 0000168885

"**Development and Investment Facility**" means the development and investment loans facility granted to the Borrower under the Facility Agreement.

"**EUR**" means euro, being the single European currency established under legislation of the European Community relating to Economic and Monetary Union.

"**Facility Agreement**" means the facility agreement dated 25 May 2006 and made between the Borrower, the Pledgee, as Agent and Security Agent, and the Lenders.

## Schedule 2

### Short particulars of all the property mortgaged or charged

**"Financial Pledges"** means the Financial Pledge A, the Financial Pledge B and the Financial Pledge C.

**"Finance Party"** means the Pledgee, as Security Agent and as Agent under the Facility Agreement, and each of the Lenders.

**"Lenders"** means the Pledgee, Bank DnB NORD Polska S.A. and any other bank or financial institution which has become a party to the Facility Agreement in accordance with its provisions and which in each case has not ceased to be a party thereto.

**"PLN"** means the lawful currency for the time being of the Republic of Poland.

**"Security Interest"** means any ordinary pledge, registered pledge, financial pledge, lien, charge, right of set-off, assignment or transfer by way of security, or any other security interest or any other agreement or arrangement having the effect of conferring security.

**"Shares"** means 100 shares in the share capital of the Borrower, with a nominal value of PLN 500 each, held by the Pledgor at the date of the Pledge.

**"Registered Pledges"** means the Registered Pledge A and the Registered Pledge B.

**"Registered Pledge A"** has the meaning given to it in Clause 2.1(a) (*Registered Pledges*).

**"Registered Pledge B"** has the meaning given to it in Clause 2.1 (b) (*Registered Pledges*).

**"VAT Facility"** means the VAT facility granted to the Borrower under the Facility Agreement.

## **Schedule 1**

### **Amount secured by the mortgage or charge**

The "Secured Claims" which are defined in the Pledge as meaning the Secured Claims A, the Secured Claims B, the Secured Claims C and the Secured Claims D.

"Secured Claims A" are defined in the Pledge as meaning all existing and future pecuniary receivables of the Finance Parties owing by the Borrower under or in relation to the Development and Investment Facility.

"Secured Claims B" are defined in the Pledge as meaning all existing and future pecuniary receivables of the Finance Parties owing by the Borrower under or in relation to the VAT Facility.

"Secured Claims C" are defined in the Pledge as meaning all existing and future pecuniary receivables of the Finance Parties owing by the Borrower under or in relation to the Development and Investment Facility.

"Secured Claims D" are defined in the Pledge as meaning all existing and future pecuniary receivables of Bank DnB NORD Polska S.A. owing by the Borrower under or in relation to the Development and Investment Facility.

For Definitions, please see the Definitions section in Note (2) of Schedule 2.

AND

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(10)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05398014

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AGREEMENT FOR REGISTERED PLEDGES OVER SHARES DATED THE 25th MAY 2006 AND CREATED BY FELLSTONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM FORUM GLIWICE SP. Z O.O. TO THE FINANCE PARTIES AND BANK DNB NORD POLSKA S.A. 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 14th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 2006.

LIC DMU



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES