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Please complete
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

16 2250 13
18

05369235 ✓

Name of company

* Kemfine UK Limited (the "Company")

Date of creation of the charge

24 November 2008

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

Floating Charge. ✓

Amount secured by the mortgage or charge

All Secured Liabilities.

Please refer to Appendix A for all defined terms.

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

Kemfine Group OY, PO Box 660, Helsinki, Finland

Postcode FI-00181

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London EC2A 1DX

KemfineM395

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



A23

A6VJC5CN

03/12/2008

174

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Appendix B in respect of the short particulars of all the property mortgaged or charged and Appendix A for all defined terms.

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)

Signed Mohsen Soliman Date 2/12/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

† 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, 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

APPENDIX A

In this Form 395, the following terms shall have the meanings ascribed to them below,

"Facility Agreement" means the facility agreement between the Lender and the Company (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated on or around the date of the Floating Charge between the Lender and the Company to make available to the Company certain credit facilities of up to £11,000,000.

"Finance Documents" means the Facility Agreement and the Floating Charge and any other document which the Lender and the Company agree shall be designated a Finance Document;

"Floating Charge" means the floating charge granted by Kemfine UK Limited in favour of Kemfine Group OY as Lender dated 24 November 2008.

"Lender" means Kemfine Group OY of PO Box 660, Helsinki, Finland, FI – 00181.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Company to the Lender under the Finance Documents together with:-

- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of the Company under any facility agreement entered into after the date of the Floating Charge with the Lender which is entered into wholly or partially in order to refinance the Secured Liabilities at the date of the Floating Charge;
- (ii) any further obligations and liabilities which may be made by the Lender to the Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (iii) all costs, charges and expenses properly incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (v) any claim against the Company flowing from the recovery by the Company of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

provided that the aggregate amount of the Secured Liabilities shall not exceed £11,000,000.



APPENDIX B

The Company in security of the Secured Liabilities and with absolute warrandice grants in favour of the Lender a floating charge over the whole of the property, assets and rights (including uncalled capital) which is or may from time to time while the Floating Charge is in force be comprised in the property and undertaking of the Company.

The Floating Charge is subject to Section 464(2) of the Companies Act and shall rank in priority to any fixed security created by the Company after its execution of the Floating Charge (other than a fixed security in favour of the Lender) and in priority to any floating charge created by the Company after its execution of the Floating Charge.

The Company shall not, on or after the date of execution of the Floating Charge by the Company, grant or (save for any fixed security in favour of Scottish Enterprise Forth Valley in existence as at the date of execution of the Floating Charge) create or permit to subsist any fixed security or other floating charge and (in particular but without prejudice to the generality of the foregoing) the Company shall not and is hereby expressly prohibited from granting or creating on or after the date of its execution of the Floating Charge any such fixed security or floating charge over its assets or any part thereof which will rank in priority to or *pari passu* with the floating charge created by the Floating Charge.

The Company shall not sell, transfer or otherwise dispose of or deal with all or any part of its property, assets or rights at any time on or after the date of the Floating Charge save with the prior written consent of the Lender or in accordance with the Finance Documents.

A handwritten signature in black ink, appearing to be 'msb', is written below the text.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5369235
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 24
NOVEMBER 2008 AND CREATED BY KEMFINE UK LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO KEMFINE GROUP OY ON ANY ACCOUNT
WHATSOEVER 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 3 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2008

PO
J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES