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COMPANIES FORM No. 395

222578/13

Particulars of a mortgage or charge

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13

02450579

Name of company

* Tecroc Products Ltd, a company incorporated in England and Wales (the "Pledgor").

Date of creation of the charge

30 September 2008

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

An equitable charge over shares, (the "Charge") dated 30 September 2008 entered into between the Pledgor and Parex Lanko SA, as pledgee, (the "Pledgee").

Amount secured by the mortgage or charge

All present, future and actual Liabilities of the Pledgor to the Pledgee under the Intercompany Loan Agreement, from time to time, together with all costs, charges and expenses incurred by the Pledgee in connection with the protection, preservation or enforcement of its rights under the Intercompany Loan Agreement, provided that no obligation or Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) created by any provision of the Charge would be unlawful or prohibited by any applicable law. (the "Secured Obligations").

(In this form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 1)

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

Parex Lanko SA
519 Place de la Résistance, 92446 Issy les Moulineaux, France

Postcode

Presenter's name address and reference (if any)

White & Case
5 Old Broad Street
London
EC2N 1DW

Our ref: AMW 4005776-0041

Time critical reference

For official Use (06/2005)

Mortgage Section

TUESDAY



LH23L3RM

LD3

07/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 2

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)

Nil

Signed

White & Case LLP

Date

6/10/2008

On behalf of ~~XXXXXXXXXXXX~~ (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**

Schedule to Form 395 relating to an Equitable Charge dated 30 September 2008 between Tecroc Products Limited (the "Pledgor") and Parex Lanko SA (the "Pledgee")

SCHEDULE 1 - DEFINITIONS

"Charged Property" means the Initially Charged Shares and any other shares in the company specified in the Schedule to the Charge of which the Pledgor is or becomes the beneficial or registered owner together with all dividends, stocks, shares, warrants, securities, rights, monies or other property accruing on or derived from such shares, including any such property as may result from the exercise by the Pledgee of any of its rights under Clause 4.2 (*After Security Enforceable*) of the Charge

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"Initially Charged Shares" means all the shares in the company specified in the Schedule to the Charge of which the Pledgor is the beneficial or registered owner on the date of the Charge, as described and identified in that Schedule

"Intercompany Loan Agreement" means an intercompany loan agreement dated 27 March 2008, entered into between the Pledgor, as borrower, and the Pledgee, as lender to finance the acquisition by the Pledgor of the share capital of Easipoint Marketing Ltd

"Liability" means any obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal surety in any other capacity.

"Security" means the security created or intended to be created by the Charge

"Security Period" means the period beginning on the date of the Charge and ending on the date upon which the Pledgee is satisfied that:

- (a) the Pledgee is under no obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Pledgor under the Intercompany Loan Agreement, and
- (b) the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

Schedule to Form 395 relating to an Equitable Charge dated 30 September 2008 between Tecroc Products Limited (the "Pledgor") and Parex Lanko SA (the "Pledgee")

SCHEDULE 2 - SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

(please note that unless otherwise defined, the terms used have the meaning given thereto in Schedule 1 - Definitions)

1. COVENANT TO PAY

By Clause 2.1 (*Covenant to Pay*) of the Charge, the Pledgor did agree, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly as and when they fall due on demand of the Pledgee

2. EQUITABLE CHARGE

By Clause 3.1 (*Charge*) of the Charge, the Pledgor did charge with full title guarantee the Charged Property to the Pledgee on the terms set out in the Charge as security for the payment and discharge of the Secured Obligations.

3. CONTINUING SECURITY

By Clause 5.1 (*Continuing and Independent Security*) of the Charge, the Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Pledgee may have at any time for the Secured Obligations or any of them

4. FURTHER ASSURANCE

By Clause 8 (*Further Assurance*) of the Charge, the Pledgor shall from time to time and at its own expense give all such assurances and do all such things as the Pledgee may reasonably require or consider desirable to enable the Pledgee to perfect, preserve or protect the security created or intended to be created by the Charge or to enable the Pledgee to exercise any of the rights conferred on the Pledgee by the Charge or by law and to that intent the Pledgor shall execute all such instruments, deeds and agreements and give all such notices and directions as the Pledgee may reasonably consider expedient. The obligations of the Pledgor under Clause 8 (*Further Assurance*) are in addition to the covenants for further assurance implied by the Law of Property (Miscellaneous Provisions) Act 1994

4. NEGATIVE PLEDGE

No Adverse Interests

Clause 6 7 (*No Adverse Interests*) of the Charge contains a representation that subject only to the Security, no person other than the Pledgor has any legal or beneficial interest (or any right to claim any such interest) in the Charged Property and the Pledgor has not received any notice of any such claim.

No Disposals

Clause 6 8 (*No Disposals*) of the Charge contains a representation that save as contemplated in the Charge, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, mortgage, charge or otherwise dispose of), whether by way of security or otherwise, all or any of its right, title and interest in and to or the benefit of the Charged Property or any part of it

No Action

Under Clause 7 2 (*No Action*) of the Charge, the Pledgor undertakes that it shall not take any action which would cause any of the representations made in Clause 6 (*Representations and Warranties*) of the Charge to be untrue or incorrect in any material respect at any time during the Security Period



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2450579
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EQUITABLE CHARGE OVER
SHARES DATED 30 SEPTEMBER 2008 AND CREATED BY
TECROC PRODUCTS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO PAREX
LANKO SA 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 7 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES