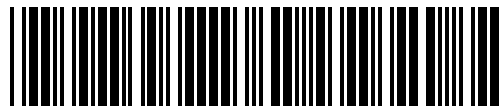




Registration of a Charge

Company Name: **AHLSTROM-MUNKSJÖ CHIRNSIDE LIMITED**

Company Number: **04033572**



Received for filing in Electronic Format on the: **24/06/2021**

XA7CZBAW

Details of Charge

Date of creation: **23/06/2021**

Charge code: **0403 3572 0001**

Persons entitled: **CRÉDIT AGRICOLE LEASING & FACTORING S.A.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **HENRIETTA ORAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4033572

Charge code: 0403 3572 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2021 and created by AHLSTROM-MUNKSJÖ CHIRNSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2021 .

Given at Companies House, Cardiff on 25th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

23 June

2021

AHLSTROM-MUNKSJÖ CHIRNSIDE LTD
(as Chargor)

- and -

CRÉDIT AGRICOLE LEASING & FACTORING S.A.
(as Factor)

CHARGE

Execution version

**If the Chargor is incorporated in England and Wales,
this Charge must be registered with the Companies Registry within 21 days of execution.**



Ref: F3/AMT/HCO/140429.000248

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS CHARGE is made on 23 June 2021

BETWEEN:

- (1) **AHLSTROM-MUNKSJÖ CHIRNSIDE LTD**, a company organised and existing under the laws of England and Wales, having its registered office at 5 Fleet Place, London, England, EC4M 7RD, registered with Registrar of Companies (England and Wales) under number 4033572 (the "**Chargor**"); and
- (2) **CRÉDIT AGRICOLE LEASING & FACTORING S.A.**, a company organised and existing under the laws of France, having its registered office at 12 place des Etats-Unis, 92120, Montrouge, France, registered with the Nanterre Trade and Companies' Registry under number 692.029.457 (the "**Factor**").

WITNESSES AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions:** Unless the context otherwise requires, words or expressions defined in the Factoring Agreement shall have the same meanings in this Charge and this construction shall survive the termination of the Factoring Agreement. In addition, in this Charge:

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Paris.

"Declared Default" means:

- (a) the Factor giving written notice to the Chargor that an Event of Default has occurred, and, at the time of such notice, is continuing; or
- (b) the occurrence of an Acceleration Event under clause 20.2.2 of the Factoring Agreement.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Factor.

"Event of Default" means an Event of Default as defined in clause 20.2.1 (*Definition of Event of Default*) of the Factoring Agreement, which occurs in respect of the Chargor save that any reference in such clause 20.2.1 to "the Agreement" shall for the purposes of this definition be taken to refer to any Finance Document.

"Factoring Agreement" means the Factoring Agreement governed by French law dated 16 April 2021 between, amongst others, the Chargor (as a UK Client) and the Factor.

"Finance Document" means this Charge, the Factoring Agreement and/or any other document designated in writing as a "Finance Document" by the Chargor (or the Centralising Agent) and the Factor.

"Floating Charge Receivable" means a Non-Vesting Receivable for the time being comprised within the floating charge created by clause 3.2 (*Creation of Floating Charge*).

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise.

"Non-Vesting Receivable" means any Eligible Receivable which is purportedly sold by the Chargor to the Factor under the Factoring Agreement but which fails to vest effectively, wholly or absolutely in the Factor for any reason.

"Party" means a party to this Charge.

"Receiver" means any receiver or receiver and manager appointed under clause 9 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver or receiver and manager.

"Secured Sums" means all present and future obligations and liabilities of (whether actual or contingent and whether incurred jointly or severally or in any other capacity whatsoever and whether incurred originally by the Chargor) of the Chargor to the Factor under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by the Factor in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 **Interpretation:** Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Charge.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (e) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Charge to be signed and **"written"** has a corresponding meaning.
- (f) Subject to clause 25.4 (*Variations*), references to this Charge or to any other document (including any Finance Document) include references to this Charge or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Charge or such other document or to the nature or amount of any facilities made available under such other document.
- (g) A time of day is a reference to Paris time.

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- (h) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (i) clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and Schedules to, this Charge.
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (k) Headings in this Charge are inserted for convenience and shall not affect its interpretation.
- (l) An Event of Default for those purposes is "**continuing**" if it has not been remedied or waived.

2. **COVENANT TO PAY**

- 2.1 **Covenant to pay:** The Chargor (as primary obligor and not merely as surety) covenants with the Factor that it will, on the Factor's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the Finance Documents.
- 2.2 **Proviso:** The covenants contained in this clause 2 and the security created by this Charge shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.3 **Demands:**
 - (a) The making of one demand shall not preclude the Factor from making any further demands.
 - (b) Any third party dealing with the Factor or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Charge.

3. **CREATION OF SECURITY**

- 3.1 **Fixed Security:** The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Factor by way of fixed charge each Non-Vesting Receivable.
- 3.2 **Creation of floating charge:** The Chargor, with full title guarantee, charges to the Factor as security for the payment or discharge of all Secured Sums, by way of floating charge each Non-Vesting Receivable, except to the extent that such Non-Vesting Receivable is for the time being effectively charged by any fixed charge contained in clause 3.1 (*Fixed security*), including any Non-Vesting Receivable comprised within a charge which is reconverted under clause 4.4 (*Reconversion*) but in each case so that the Chargor shall not create any Security over any such Floating Charge Receivable (whether having priority over, or ranking pari passu with or subject to, this floating charge or take any other step referred to in clause 5 (*Negative pledge and other restrictions*)) with respect to any such Floating Charge Receivable, and the Chargor shall not, without the consent of the Factor, sell, transfer, part with or dispose of any Non-Vesting Receivable).
- 3.3 The Security constituted by this Charge shall not extend to Non-Vesting Receivables which are retransferred by the Factor to the Chargor in accordance with any clauses of the Factoring Agreement and in respect of which the Chargor has irrevocably paid in full to the

Factor the relevant retransfer price pursuant to the terms of the Factoring Agreement. If any Security is in place over Non-Vesting Receivables it shall be automatically released by the Factor upon any such retransfer.

3.4 **Priority:**

- (a) Any fixed Security created by the Chargor and subsisting in favour of the Factor shall (save as the Factor may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.2 (*Creation of floating charge*).
- (b) Without prejudice to clause 5 (*Negative pledge and other restrictions*), any Security over Non-Vesting Receivables created in the future by the Chargor (except in favour of the Factor) shall be expressed to be subject to this Charge and shall rank in order of priority behind the charges created by this Charge (except to the extent mandatorily preferred by law).

4. **CRYSTALLISATION**

4.1 **Crystallisation by notice:** The floating charge created by the Chargor in clause 3.2 (*Creation of floating charge*) may, subject to clause 4.5 (*Moratorium Non-Vesting Receivables*), be crystallised into a fixed charge by notice in writing given at any time by the Factor to the Chargor if:

- (a) A Declared Default has occurred; or
- (b) An Event of Default has occurred and is continuing; or
- (c) the Factor in good faith considers that any Non-Vesting Receivable expressed to be charged to the Factor by this Charge may be in danger of being seized or sold pursuant to any form of legal process; or
- (d) a circumstance envisaged by clause 4.2(a) (*Automatic Crystallisation*) occurs and the Factor in good faith considers that such crystallisation is desirable in order to protect the priority of its security.

Such crystallisation shall take effect over each Floating Charge Receivable specified in the notice. If no Floating Charge Receivables are specified, it shall take effect over all Floating Charge Receivables of the Chargor.

4.2 **Automatic crystallisation:** If, without the Factor's prior written consent:

- (a) the Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any Floating Charge Receivable;
 - (ii) create a trust over any Floating Charge Receivable; or
 - (iii) dispose of any Floating Charge Receivable (except by way of sale in the ordinary course of the Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Receivable pursuant to any form of legal process; or

(c) an Event of Default has occurred,

then the floating charge created by clause 3.2 (*Creation of floating charge*) shall, subject to clause 4.5 (*Moratorium Non-Vesting Receivables*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Receivables or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Receivables of the Chargor.

4.3 **Future Floating Charge Receivables:** Except as otherwise stated in any notice given under clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Receivables, prospective Floating Charge Receivables acquired by the Chargor after crystallisation has occurred under clause 4.1 (*Crystallisation by notice*) or clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by clause 3.2 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Receivables affected by the crystallisation.

4.4 **Reconversion:** Any charge which has crystallised under clause 4.1 (*Crystallisation by notice*) or clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Factor to the Chargor, be reconverted into a floating charge in relation to the Non-Vesting Receivables specified in such notice.

4.5 **Moratorium Non-Vesting Receivables:** The floating charge created by the Chargor in clause 3.2 (*Creation of floating charge*) may not be converted into a fixed charge on Non-Vesting Receivables for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

5. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

5.1 **Negative Pledge:** Without the prior written consent of the Factor, the Chargor shall not create, or agree or attempt to create, or permit to subsist, any Security or any trust over any Non-Vesting Receivable.

5.2 **No disposals:** Without the prior written consent of the Factor and unless otherwise permitted under the Factoring Agreement, the Chargor shall not sell, assign, grant any interest in, transfer, part with or dispose of any Non-Vesting Receivable, or purport or agree to do so.

6. **CONTINUING SECURITY**

This Charge shall be a continuing security for the Factor, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by the Factor as banker against the Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by the Factor.

7. **CONSOLIDATION OF MORTGAGES**

Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Charge.

8. **OPENING OF NEW ACCOUNTS**

8.1 **Creation of new account:** On receiving notice that the Chargor has granted Security over or otherwise encumbered or disposed of any Non-Vesting Receivable in contravention of

any Finance Document, the Factor may rule off all its accounts and open new accounts with the Chargor.

- 8.2 **Credits to new account:** If the Factor does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to the Factor shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to the Factor at the time when it received such notice.

9. **POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Charge. However, the Factor shall not exercise such power of sale until this Charge has become enforceable.

10. **APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**

10.1 **Appointment:** At any time after:

- (a) the occurrence of a Declared Default;
- (b) in relation to the Chargor, a step or proceeding is taken, or a proposal made, for the appointment of an administrator or for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (c) a request has been made by the Chargor to the Factor for the appointment of a Receiver or an administrator over its Non-Vesting Receivables or in respect of the Chargor,

then this Charge shall become enforceable and, notwithstanding the terms of any other agreement between the Chargor and the Factor, the Factor may (unless precluded by law) appoint in writing any person or persons to be a receiver or a receiver and manager (or receivers or receivers and managers) of all or any part of the Non-Vesting Receivables of the Chargor or, an administrator or administrators of the Chargor, as the Factor may choose in its entire discretion.

- 10.2 **Power to act separately:** Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Factor shall specify to the contrary.

- 10.3 **Receiver's remuneration:** The Factor may from time to time determine the remuneration of a Receiver.

- 10.4 **Removal of Receiver:** The Factor may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any Non-Vesting Receivables of which he is the Receiver.

- 10.5 **Further appointments of a Receiver:** Such an appointment of a Receiver shall not preclude:

- (a) the Factor from making any subsequent appointment of a Receiver over all or any Non-Vesting Receivables over which a Receiver has not previously been appointed or has ceased to act; or

- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

10.6 **Receiver's agency:** The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Factor.

11. **POWERS OF A RECEIVER**

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, grant options over and vary the terms of, terminate, all or any of the Non-Vesting Receivables of the Chargor, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;
- (b) promote the formation of a Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Non-Vesting Receivables of the Chargor;
- (c) arrange for the purchase, lease, licence or acquisition of all or any Non-Vesting Receivable of the Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (d) make any arrangement or compromise with the Factor or others as he shall think fit;
- (e) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (f) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (g) pay the proper administrative charges of the Factor in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor; and
- (h) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of any Non-Vesting Receivables.

12. POWER OF ATTORNEY

- 12.1 **Appointment of attorney:** The Chargor, by way of security and to more fully secure the performance of its obligations under this Charge, hereby irrevocably appoints the Factor and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:
- (a) do anything which the Chargor is obliged to do (but has not done within five Business Days of being notified by the Factor of such failure and being requested to comply) in accordance with this Charge, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
 - (b) enable the Factor or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Charge or by statute in relation to this Charge or the Non-Vesting Receivables charged, or purported to be charged, by it.
- 12.2 **Ratification:** The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause.
- 12.3 **Sums recoverable:** All sums expended by the Factor, any nominee and/or any Receiver under this clause 12 shall be recoverable from the Chargor under the terms of clause 25 (*Costs and expenses*).

13. OTHER POWERS EXERCISABLE BY THE FACTOR

- 13.1 **Receiver's powers:** All powers of a Receiver conferred by this Charge may be exercised by the Factor after this Charge has become enforceable. In that event, paragraph (f) of clause 11 (*Powers of Receiver*) shall be read and construed as if the words "be charged on the Non-Vesting Receivables" were substituted for the words "be deemed an expense properly incurred by the Receiver".
- 13.2 **Receipt of debts:** Following the occurrence of a Declared Default, the Factor, its nominee or any manager, officer or agent of the Bank is hereby irrevocably empowered to:
- (a) receive all trade debts and other debts and claims which may be assigned to the Factor under any Finance Document;
 - (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Factor in its sole discretion so decides) all steps and proceedings either in the name of the Chargor or in the name of the Factor for its recovery; and
 - (c) agree accounts and make allowances and give time to any surety.
- The Chargor ratifies and confirms whatever the Factor or any manager or officer of the Factor shall do or purport to do under this clause.
- 13.3 **Factor's powers:** The Factor shall have no liability or responsibility to the Chargor arising out of the exercise or non-exercise of the powers conferred on it by this clause 13, except for gross negligence or wilful default.
- 13.4 **No duty of enquiry:** The Factor need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them.

14. APPLICATION OF MONEY RECEIVED BY THE FACTOR OR A RECEIVER

- 14.1 **Order of priority:** All amounts from time to time received or recovered by the Factor pursuant to the terms of this Charge or in connection with the realisation or enforcement of all or any part of the Security created by this Charge shall be held by the Factor to apply them at any time as the Factor (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:
- (a) in discharging any sum due to the Factor pursuant to clause 25.3 (*Enforcement Costs*) and any sum due to any Receiver or any Delegate;
 - (b) in discharging any sum to the Factor under any Finance Document;
 - (c) if the Chargor is under no further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Factor is obliged to pay or distribute in priority to the Chargor; and
 - (d) the balance, if any, in payment or distribution to the Chargor.
- 14.2 **Suspense account:** Without prejudice to the terms of the Factoring Agreement, until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Factor may place and keep to the credit of a suspense account any money received from or realised in respect of the Chargor's liability under this Charge. The Factor shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Factor in good faith to be a fair market rate.
- 14.3 **Discretion to apply:** Without prejudice to the terms of the Factoring Agreement, until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Factor may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

15. PROTECTION OF THIRD PARTIES

- 15.1 **No duty to enquire:** No purchaser from, or other person dealing with, the Factor, its nominee or any Receiver or administrator appointed under this Charge shall be concerned to enquire whether any of the powers which the Factor has exercised or purported to exercise has arisen or become exercisable, or whether this Charge has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Factor, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 15.2 **Receipt:** The receipt of the Factor shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Factor.

16. PROTECTION OF THE FACTOR, ANY NOMINEE AND RECEIVER

- 16.1 **Limitation:** Neither the Factor nor any nominee nor Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Charge, except if and in so far as such Liability results from its own gross negligence or wilful default.

- 16.2 **Entry into possession:** Without prejudice to the generality of clause 16.1 (*Limitation*), neither the Factor, any nominee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Factor, or any nominee enters into possession of any Non-Vesting Receivable, it shall be entitled at any time at its discretion to go out of possession.

17. **INTEREST ON OVERDUE AMOUNTS**

Any amount not paid in accordance with this Charge when due shall carry interest at the rate and in accordance with the terms contained in the Factoring Agreement in relation to overdue sums or at such other rate as may be agreed between the Chargor and the Factor from time to time.

18. **SET-OFF**

After the occurrence of an Event of Default which is continuing, the Factor may (but is not obliged to) retain any money it is holding (in any capacity) standing to the credit of the Chargor in any currency upon any account or otherwise (whether or not in the Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to the Chargor set off all or any of such money against all or such part of the Secured Sums due, owing or incurred by the Chargor as the Factor may select. If the obligations are in different currencies, the Factor may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

19. **TRANSFER BY THE FACTOR**

The Factor may at any time assign and transfer all or any of its rights in relation to this Charge to any person or otherwise grant an interest in them to any person to the extent that it is permitted to transfer its rights under the terms of the Factoring Agreement.

20. **RELEASE OF SECURITY**

- 20.1 **Redemption:** Subject to clause 20.2 (*Avoidance of Payments*) and Clause 3.3, if all Secured Sums have been irrevocably paid in full and the Factor is not under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Factor will (at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Non-Vesting Receivables from the Security constituted by this Charge.

- 20.2 **Avoidance of Payments:** If the Factor considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Charge and the Security constituted by this Charge shall continue and such amount shall not be considered to have been irrevocably paid.

21. **THIRD PARTY RIGHTS**

- 21.1 **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999:
- (a) the provisions of clause 10 (*Appointment of a Receiver or an Administrator*) to clause 16 (*Protection of the Factor, any nominee and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver; and
 - (b) the provisions of clause 15 (*Protection of third parties*) shall be directly enforceable by any purchaser.

21.2 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided in clause 21.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a Party, to enforce any term (express or implied) of this Charge.

21.3 **Rights of the Parties to vary:** The Parties may by agreement vary any term of this Charge (including this clause 21) without the necessity of obtaining any consent from any other person.

22. **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

22.1 **Delay etc:** All rights, powers and privileges under this Charge shall continue in full force and effect, regardless of the Factor, any nominee or any Receiver exercising, delaying in exercising or omitting to exercise any of them.

22.2 **Severability:** No provision of this Charge shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

22.3 **Illegality, invalidity, unenforceability:** Any provision of this Charge which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Charge.

22.4 **Variations:** No variation of this Charge shall be valid and constitute part of this Charge, unless such variation shall have been made in writing and signed by the Factor and the Chargor.

22.5 **Consents:** Save as otherwise expressly specified in this Charge, any consent of the Factor may be given absolutely or on any terms and subject to any conditions as the Factor may determine in its entire discretion.

23. **COUNTERPARTS**

This Charge may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Charge.

24. **NOTICES**

24.1 **Addresses:** Any communication to be made under or in connection with this Charge may be made or given by any manager, officer or agent of the other party:

- (a) in writing addressed to the other party at the address specified against its signature on the relevant execution page of this Charge; or
- (b) by facsimile transmission to the facsimile number specified against its signature on the relevant execution page of this Charge,

or any substitute address, fax number, department or officer as a party may notify to the other party, by not less than five Business Days' prior written notice.

24.2 **Delivery:** A notice or demand shall be deemed to be duly served on the Chargor:

- (a) if delivered by hand, at the time it is delivered;
- (b) if sent by pre-paid first class post, at noon on the day following the day of posting and shall be effective even if it is misdelivered or returned undelivered; or

(c) if given or made by facsimile, at the time of transmission,

provided that, where delivery or transmission occurs after 6.00pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 am on the next Business Day.

24.3 **Electronic mail:** Notices under this Charge may not be served by electronic mail or other electronic means of communication other than facsimile.

25. **COSTS AND EXPENSES**

The Chargor shall, within three (3) Business Days of demand, pay to the Factor, the amount of all costs and expenses (including legal fees) incurred by the Factor in connection with the enforcement of, or the preservation of any rights under this Charge and any Security created or purported to be created by this Charge, and any proceedings instituted by or against the Factor as a consequence of taking or holding the Security constituted by this Charge or enforcing these rights.

26. **GOVERNING LAW**

This Charge and all non-contractual obligations arising in any way whatsoever out of or in connection with this Charge shall be governed by, construed and take effect in accordance with English law.

27. **ENFORCEMENT**

27.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Charge (including a dispute regarding the existence, validity or termination of this Charge or any claim for set-off) or the legal relationships established by this Charge (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by the Factor, the Factor is entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If the Chargor raises a counter-claim in the context of proceedings commenced by the Factor, the Chargor shall bring such counter-claim before the court seized of the Factor's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Factor from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS CHARGE has been executed by the Chargor as a deed and signed by the Factor and it has been delivered and shall take effect on the date stated at the beginning of this document.

EXECUTION PAGES

THE CHARGOR

Executed as a Deed by
AHLSTROM-MUNKSJÖ CHIRNSIDE LTD
acting by:

)
)
) Director
)
)
) Director

Notice details:

AHLSTROM-MUNKSJÖ CHIRNSIDE LTD

Address:
Chirnside, Berwickshire
TD11 3JDW
United Kingdom
Tel. +44 1890 818303
Fax +44 1890 818256
Email: leanne.mason@ahlstrom-munksjo.com
Attention: Leanne Mason

THE FACTOR

SIGNED by
CRÉDIT AGRICOLE LEASING &
FACTORING S.A.
acting by:

Name: **Véronique RIGAL-ANTONIC**

Title: Directrice de la Relation Clients Affacturage

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)
)
)
)
)
) (Sign)
)

Notice details:

**CRÉDIT AGRICOLE LEASING &
FACTORING S.A.**

Address:

12, place des Etats-Unis – CS 30 002
92548 Montrouge Cedex
France

Fax No.: +33 (0) 1 43 23 70 00

Attention: Direction des Opérations Clients