

6795806

ASSIGNMENT AGREEMENT

BETWEEN

- 1 **RPC FINANCE BELGIUM VOF**, having its registered office at 9160 Lokeren (Belgium), Antwerpse Steenweg 14, registered with the register of legal persons (Dendermonde) under number 0800.268.689;

Duly represented by Mr. Karl Dieusaert and Mr. Philippe van Troost in their capacity of manager;

Hereinafter referred to as the "*Transferor*";

AND

- 2 **RPC FINANCE LIMITED**, having its registered office at Lakeside House Higham Ferrers Northamptonshire NN10 8RP United Kingdom, registered with Companies House under number 06795806;

Duly represented by Mr Ronald Marsh and Drs Petrus Vervaat in their capacity of director;

Hereinafter referred to as the "*Transferee*";

AND

- 3 **RPC BEBO POLSKA SP.Z O.O.**, having its registered office at ul Ledochowskiej 33/35 PL 60-462 Poznan Poland, registered with the Trade Register Sad Rejonowy w Poznaniu XXI wydzial gospodarczy Krajowego Rejestru Sadowawego under number 0000116471;

Duly represented by Mr Ronald Marsh and Dr Christopher Sworn in their capacity of director;

Hereinafter referred to as the "*Borrower*";

Hereinafter jointly referred to as "*Parties*" or, individually, as "*Party*".

WHEREAS

- 1 With reference to the ongoing restructuring within the RPC group, the Transferor wishes to transfer its entire loan portfolio to the Transferee;
- 2 In order to transfer the aforementioned loan portfolio, the Transferor wishes to assign full legal title and transfer the loans listed in Annex 1 to this present Agreement (hereinafter referred to as the "*Loans*") entered into by its legal predecessor with the Borrower to the Transferee;

CERTIFIED A TRUE COPY OF
THE ORIGINAL

R.K. Jone

14-4-09

WEDNESDAY



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COMPANIES HOUSE

- 3 The transferor wishes to transfer the Loans to the Transferee and the Transferee wishes to take over the Loans from the Transferor (hereinafter referred to as the "*Transfer*") under the terms and conditions as set out in the present agreement (hereinafter referred to as the "*Agreement*");
- 4 The Borrower is willing to countersign the present Agreement to fully and irrevocably accept the Transfer and confirm notification thereof.

* *
*

IT HAS THEREFORE BEEN AGREED AS FOLLOWS

ARTICLE 1: ASSIGNMENT

With effect as of the Date of Transfer, the Transferor hereby assigns the Loans to the Transferee, who accepts.

ARTICLE 2: DATE OF TRANSFER

The aforementioned Transfer takes place on 1 April 2009 (hereinafter referred to as "*Date of Transfer*").

The Borrower hereby confirms the existence and the amount of the Loans, and acknowledges this assignment as from the Date of Transfer and the duty to pay the Loans to the Transferee.

Consequently the Borrower will have the duty to, as from the Date of Transfer, pay the debt towards the Transferee, payment which will, as from the Date of the Transfer, be considered as the only full and final payment, discharging the Borrower.

ARTICLE 3: PRICE

The Loans will be transferred in exchange for an issue of shares by RPC Finance Limited.

ARTICLE 4: DISCHARGE

The Loan is hereby unconditionally, definitely and irrevocably transferred to the Transferee as it exists at the Date of Transfer.

The loan has been assigned unconditionally, definitely and irrevocably, as it exists at the Date of Transfer. The present Assignment is effected against full discharge granted by the Transferee to the Transferor, the Transferee declaring having full knowledge of the assigned Loan and of the financial situation of the Borrower and therefore expressly releasing the Transferor from granting any further information than what is stated in the present Agreement and from giving any further representations and warranties.

ARTICLE 5: SEVERABILITY

The nullity or unenforceability according to Belgian law of a provision of this Agreement, does not affect or impair the validity or forceability of the remaining provisions of this Agreement.

In the event, the Parties will replace the invalid, null or unenforceable provision by a valid provision having an equivalent effect and covering as much as possible the initial intent between Parties.

ARTICLE 6: ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the entire agreement in relation to its subject matter, and supersedes any previous, written or oral, agreement between the Parties with respect thereto.

This Agreement may be amended or modified in whole or in part at any time by an agreement in writing executed by or on behalf of the Parties to this Agreement.

ARTICLE 7: WAIVER

No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no waiver by either Party of any breach or non-fulfilment by the other Party of any provision of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

ARTICLE 8: JURISDICTION – GOVERNING LAW

This Agreement shall be governed and ruled by Belgian law.

Any disputes relating hereto shall be settled by the competent court of Brussels, Belgium.

* *
*

This Agreement may be signed in separate counterparts; together they shall form one and the same Agreement.

This Agreement has been signed and executed on 1 April 2009, in three original copies, each Party acknowledging having received its own original copy.

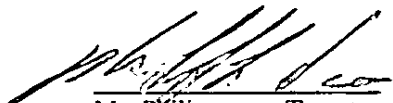
FOR THE TRANSFEROR,

FOR THE TRANSFeree,



Mr. Karl Dieusaert
Manager
Signed in Lokeren, Belgium

Mr Ronald Marsh
Director
Signed in Higham Ferrers, U.K



Mr. Philippe van Troost
Manager
Signed in Lokeren, Belgium

Drs Petrus Vervaat
Director
Signed in Higham Ferrers, U.K.

FOR THE BORROWER,

Mr Ronald Marsh
Director
Signed in Higham Ferrers, U.K.

Dr Christopher Sworn
Director
Signed in Higham Ferrers, U.K.

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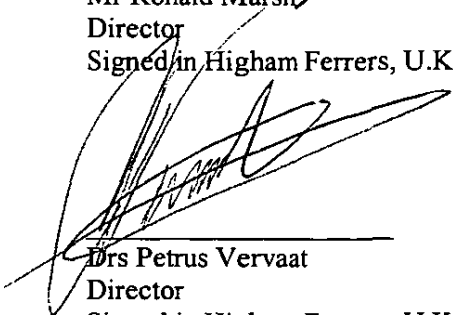
Mr. Karl Dieusaert
Manager
Signed in Lokeren, Belgium

Mr. Philippe van Troost
Manager
Signed in Lokeren, Belgium

FOR THE TRANSFEREE,




Mr Ronald Marsh
Director
Signed in Higham Ferrers, U.K.

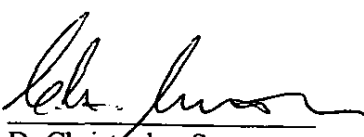


Mrs Petrus Vervaat
Director
Signed in Higham Ferrers, U.K.

FOR THE BORROWER,



Mr Ronald Marsh
Director
Signed in Higham Ferrers, U.K.



Dr Christopher Sworn
Director
Signed in Higham Ferrers, U.K.

ANNEX 1

LOANS TO BE ASSIGNED UNDER THIS ASSIGNMENT AGREEMENT

BORROWER :

RPC BEBO POLSKA SP.Z O.O.

Date of Loan	Loan Principal (€ EUR)
01.01.98	1,588,943.15
08.06.98	1,533,875.64
02.04.01	<u>1,000,000</u>
TOTAL	<u>4,122,818.79</u>