

Number

316298

# Certificate of Incorporation

on change of name

I hereby certify that

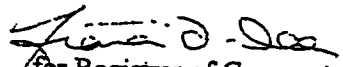
**UNILIN INDUSTRIES IRELAND LIMITED**

having, by a Special Resolution of the Company,  
and with the approval of the Minister for Enterprise,  
Trade and Employment, changed its name, is now  
incorporated as a limited company under the name

**FLOORING INDUSTRIES LIMITED**

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this  
Monday, the 10th day of July, 2000

  
for Registrar of Companies

## LICENSE AGREEMENT

### BETWEEN

**FLOORING INDUSTRIES Ltd.**, having its registered office at Westblock IFSC, DUBLIN 1 (Republic of IRELAND), represented by Maarten Himpe, general manager,

hereinafter referred to as "Flooring Industries",

**UNILIN BEHEER B.V.**, having its registered office at Hoogeveenenweg 28, Nieuwerkerk aan de Ijssel (The Netherlands), represented by Frans De Cock and Bernard Thiers, both directors,

Hereinafter referred to as "Unilin Beheer",

### AND

**FINE FURNITURE (SHANGHAI) LIMITED.** having its registered office at 66 Tao Yuen Road, Donghai, Nanhui District, Shanghai 201303, CHINA represented by Joe Kwong, director;

hereinafter referred to as "Licensee",

### WHEREAS:

FLOORING INDUSTRIES Ltd. has the world-wide right to grant licenses to exploit:

- Certain know-how for the manufacture of flooring products, coupled by means of a mechanical system with tongue and groove;
- Any and all pending and granted patent rights based upon the Belgian priority patent applications nrs. 09600527, 09700344, 1012086 and 2004/0476 for the production of such flooring products;

Licensee wants to exploit the know-how and the patent rights for the manufacture and sales of flooring products;

Parties wish to agree in accordance with the following provisions.

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**NOW THEREFORE PARTIES HAVE AGREED AND AGREE AS FOLLOWS:**

**Article 1 - Definitions**

As used in this Agreement, the following terms shall have the following respective meanings:

1.1. "Connected Undertakings":

- A. undertakings in which a party to the Agreement, directly or indirectly:
  - owns more than half of the capital or business assets, or
  - has the power to exercise more than half of the voting rights, or
  - has the power to appoint more than half of the members of the supervisory board, board of directors or bodies legally representing the undertaking, or
  - has the right to manage the affairs of the undertaking;
- B. undertakings which directly or indirectly have in or over a party to the Agreement the rights or powers listed in (A);
- C. undertakings in which an undertaking referred to in (B) directly or indirectly has the rights or powers listed in (A);
- D. undertakings in which the parties to the Agreement or undertakings connected with them jointly have the rights or powers listed in (A): such jointly controlled undertakings are considered to be connected with each of the parties to the Agreement;

1.2. "Know-how":

a body of technical information relating to the manufacture of the Product, that is secret, substantial and identified in any appropriate form;

1.3. "Manufacturing Plant":

the by Licensee fully owned plants located in Donghai, Nanhui District, CHINA; In the event that Licensee acquires an additional manufacturing facility or replaces the Manufacturing Plant, Licensor agrees that it shall not unreasonably withhold its consent to Licensee's request to add this new manufacturing facility into the definition of "Manufacturing Plant". This new manufacturing facility needs to be added by a written amendment to this Agreement.

1.5. "Patent Rights":

Any patent, patent application, utility model and/or utility model application, based upon the Belgian priority applications 09600527, 09700344, 1012086 and 2004/0476, and any such right ensuing thereof; an indicative list being added in Annex A;

1.6. "Product" or "Licensed Product":

Flooring products, as described in Annex C of this Agreement, the manufacture of which requires the exploitation of the Know-how and/or the Patent Rights;

1.7. "Sales Territory":

World-wide;

1.8. "Term":

the term of this Agreement shall be the term of expiration of the last to expire or the last to be enforceable of the Patent Rights;

**Article 2 - Grant of License.**

2.1. Licensor hereby grants to Licensee, and Licensee accepts, a non-exclusive right:

- to exploit the Know-how and the Patent Rights, during the Term, for manufacturing the Product within the Manufacturing Plant;
- to exploit the Know-how and the Patent Rights during the Term, for selling the Product within the Sales Territory.

2.2. The rights granted to Licensee herein cannot be transferred and cannot be sub-licensed by Licensee.

**Article 3 - Warranties and scope of license.**

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- 3.1. Licensor and Licensee acknowledge the added value of the Know-how and the lead-time Licensee gains when the Know-how is communicated to it.
- 3.2. Licensor does not guarantee:
- the technical satisfactory exploitation of the Know-how by Licensee;
  - the suitability of the Know-how for any use, aimed by Licensee;
  - the validity of the Patent Rights.
- 3.3. Licensor does not indemnify nor hold harmless Licensee against any infringement of any rights of third parties.

3.4. Legal actions

3.4.1. Legal actions based on third parties' patent rights

Licensor has informed Licensee about the pending legal proceedings that are based on the alleged infringement of third parties' patent rights by the exploitation of the Know-how and/or the Patent Rights. Although Licensor believes that no third parties' patent rights are infringed by such exploitation and although this has been confirmed in different court decisions, Licensor does not guarantee that the outcome of the proceedings will, at all times, be positive.

In case Licensee receives a notice or claim for infringement on any patent or intellectual property right in the Sales Territory caused by the exploitation of the Patent Rights or the Know-how, Licensee shall immediately inform Licensor in writing.

Upon receipt of such information from Licensee, Licensor shall have the possibility to assist Licensee in his defence against such claim at his own expense. Licensor shall have the right to be represented in any such defence by advisory counsel of his own selection at Licensor's expense. Licensee shall fully co-operate with Licensor and shall adhere to reasonable recommendations from Licensor in any such defence.

3.4.2. Legal actions based on the Patent Rights

Infringements actions:

Licensor shall use reasonable efforts to protect its legal position with respect to the Patent Rights against infringements in the Sales Territory. The protection of these rights against infringements (including eventual actions to remedy such

infringement) is the sole responsibility of Licensor, who shall have the sole discretion, charge and direction of eventual actions.

Validity actions:

Licensor and/or its Connected Undertakings shall use reasonable efforts to uphold the Patent Rights in the Sales Territory. The defence of these rights against opposition and/or nullity proceedings or similar attacks, is the sole responsibility of Licensor.

**Article 4 - Communication of Know-how by Licensor - Technical Assistance**

- 4.1. Within three months from the signing of this Agreement and upon the condition that the lump sum referred to in Article 6.1 has integrally been paid, Licensor shall communicate to Licensee all details of the Know-how that may be reasonably necessary to enable Licensee to manufacture the Product.
- 4.2. Upon request of Licensee and to the extent required by this Agreement, Licensor shall free of charge provide reasonable technical assistance for implementing the Know-how. For this purpose, a limited amount of key staff members of Licensee shall have the possibility to follow a one day's training course in order to receive all reasonable technical instructions for implementing the Know-how and the Patent Rights. The training shall take place within three months after the signing of the present Agreement. Any travelling expenses and living expenses for Licensee's staff members shall be borne by Licensee.

**Article 5 - Conditions of exploitation by Licensee – No challenge clause**

Licensee shall, during the Term:

- 5.1. verify the accordance of the Product with the regulations in force in the Sales Territory, and construct the Product according to these regulations and standards;
- 5.2. without prejudice to its right to identify itself as the manufacturer of the Licensed Product, prior to using or putting the Licensed Product on the market, mark them "Produced by Fine Furniture under License of Flooring Industries™".

The marking shall be in full compliance with the provisions set forth in Annex B;

- 5.3. refrain from using the Patent Rights and/or the Know-how for the manufacture of the Product by order of any third party, either directly or indirectly, if this third

**IN WITNESS WHEREOF,**

The parties have signed this Agreement in three counterparts in the English language and of which each party acknowledges receipt of a duly signed counterpart.

This Agreement shall enter into as of the date of signing of the last party to sign this Agreement.

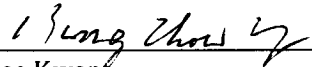
This Agreement contains 18 pages (Annexes included)

For **UNILIN BEHEER B.V.**,

For **FINE FURNITURE (SHANGHAI)  
LIMITED**



Frans De Cock  
Director  
18 / 05 / 2006

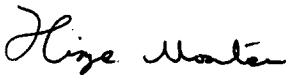


Joe Kwong  
Director  
18 / 05 / 2006



Bernard Thiers  
Director  
18 / 05 / 2006

For **FLOORING INDUSTRIES LTD.**



Maarten Himpe  
General manager  
19 / 05 / 2006

**ANNEXES**

- A. Patent Rights
- B. Conditions of use of the Flooring Industries™ tradename
- C. Product or Licensed Product

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**ANNEX A. - Patent Rights**

AR	970402541		EU	EP 0 843 763		LU	2076363,7
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AT	E246760		EU	1223267		MX	2001/009897
AT	EP 1 024 234		EU	1338721		MY	PI9702580
AT	2076363,7		EU	05077096,5		NL	EP 0 843 763
AT	GM351/97		ES	EP 0 843 763		NL	EP 1 026 341
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BE	EP 0 843 763		FI	EP 1 026 341		NZ	329581
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BE	EP 1 024 234		FI	2076363,7		PL	P-324923
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BE	1010339		FR	EP 1 026 341		PT	EP 1 026 341
BE	1010487		FR	EP 1 024 234		PT	EP 1 024 234
BE	1012086		FR	2076363,7		PT	2076363,7
BE	2004/0476		GB	EP 0 843 763		RO	98-00225
BG	62216		GB	EP 1 026 341		RU	2200809
BR	PI9702325		GB	EP 1 024 234		RU	2002129116
CA	2226286		GB	2076363,7		SE	EP 0 843 763
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CL	1997-1137		HK	HK1016234		SI	9720009
CN	CN1195386		HK	1050232A		SK	0163-98
CN	CN1399051A		HU	P9901996		TN	SN,97099
CN	2004100575861		ID	ID0005537		TR	98-00209B
CZ	391-98		IE	EP 0 843 763		UA	57709
CZ	PCT/EP9703006		IE	EP 1 026 341		US	6006486
DE	69703230		IE	EP 1 024 234		US	6490836
DE	69724013		IE	2076363,7		US	6874292
DE	69713629		IN	660/CAL/97		US	US 6928779
DE	2076363,7		IT	EP 0 843 763		US	03-0024200
DE	29710175		IT	EP 1 026 341		US	03-0029116
DE	29724428		IT	EP 1 024 234		US	03-0029117
DE	29724742		IT	2076363,7		VE	58625
DE	29724868,5		JP	HEI10-501191		VN	2487
DK	EP 0 843 763		KR	430315		VN	1-2001-00725
DK	EP 1 026 341		LU	EP 0 843 763		WO	9747834
DK	EP 1 024 234		LU	EP 1 026 341		ZA	97/5060
DK	2076363,7		LU	EP 1 024 234			
EG	21186						

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**ANNEX B – Conditions of use of the Flooring Industries™ trade name**

**Conditions to use the Flooring Industries™ trade name.**

1. Licensee shall only mark the Products with the "Flooring Industries™" trade name which are manufactured according to this License Agreement.
2. Licensee only has the right to use the trade name "Flooring Industries™" in the sentence "Produced by Fine Furniture under the license of Flooring Industries™". This sentence shall be marked only one time on each box or on each leaflet. The size of the marking shall be maximum 1/5 of the size of the main brand and maximum 1/5 of the size of the box or leaflet;
3. All words of the sentence "Produced by Fine Furniture under the license of Flooring Industries™" shall be written in normal characters, shall not be in capitals and shall not be bold;
4. Licensee shall not use the "Flooring Industries™" trade name as part of a company name or as part of a domain name.
5. Licensee has no right to use the "Flooring Industries™" trade name in advertising or in communications with its customers, except to identify the Product as sold under license of Flooring Industries. Licensee shall take all measures to ensure that its customers shall not use the "Flooring Industries™" trade name in their advertisement or all other kinds of communications, except to identify the Product as sold under license of Flooring Industries.
6. Failure to comply with these conditions of use, can result in the termination of the use of the "Flooring Industries™" trade name.

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**ANNEX C - "Product" or "Licensed Product"**

Engineered flooring products that fall under the scope of the Patent Rights as described in Annex A, which consist of hard floor panels comprising a wood-based core and a decorative surface layer **comprising solid wood**, which at least at the edges of two opposite sides, are provided with coupling parts, co-operating with each other, substantially in the form of a tongue and groove, characterised in that the coupling parts are provided with integrated mechanical locking means which prevent the drifting apart of two coupled floor panels into a direction perpendicular to the related edges and parallel to the underside of the coupled floor panels, and which have the following profile:

(to be added)

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