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COMPANIES FORM No. 395

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

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



436135

Name of company

* Kalon Limited "the Company"

Date of creation of the charge

26 July 2005

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

Fixed and Floating Security Document ("the Security Document") dated 26 July 2005 between the Company, the Chargors and the Security Trustee.

Amount secured by the mortgage or charge

The "Secured Obligations". which are defined in the Security Document as all the obligations at any time due, owing or incurred by it to any Secured Party under the Secured Documents, including any liability in respect of any further advances made under the Secured Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity).

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

ING Bank NV , 60 London Wall, London (the "Security Trustee" as security trustee for the benefit of the Secured Parties)

Postcode EC2M 5TQ

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

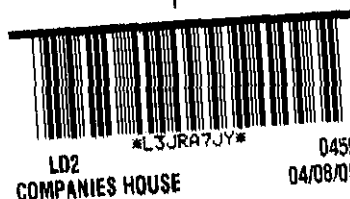
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

LMV/I0918/01614/JXJ

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The "Charged Property" as defined in the Security Document as the assets of a Chargor which from time to time are the subject of the Charges.

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

None

Signed CLIFFORD CHANCE LLP

Date 4 AUGUST 2005

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 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 1

DEFINITIONS

In this form 395:

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Senior Facility Agreement including, for the avoidance of doubt, a Second Stage Borrower.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Senior Facility Agreement.

"Additional Liabilities" means, in relation to a Debt, any money or liability which arises or is incurred as a result of or in connection with:

- (a) any deferral, extension, novation or refinancing of such Debt;
- (b) any claim for damages, restitution or otherwise made in connection with such Debt;
- (c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Debt on the grounds of preference or otherwise; or
- (d) any amount (such as post-insolvency interest) 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.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Ancillary Facility" means an ancillary facility made available by an Ancillary Lender in accordance with Clause 10 (*Ancillary Facilities*) as defined in the Senior Facility Agreement.

"Ancillary Facility Document" means a document setting out the terms of an Ancillary Facility as defined in the Senior Facility Agreement.

"Ancillary Lender" means a Lender which agrees to become an Ancillary Lender and makes available an Ancillary Facility in accordance with Clause 10 (*Ancillary Facilities*) as defined in the Senior Facility Agreement.

"Applicable Accounting Principles" means:

- (a) the generally accepted accounting principles, standards and practices as defined by the United States Financial Accounting Standards Board; and
- (b) the financial reference periods,

in each case as used in the Original Financial Statements.

"Applicable Facility Agreement" means:

- (a) for the period until the Senior Discharge Date has occurred, the Senior Facility Agreement; and
- (b) for the period following the Senior Discharge Date until the Mezzanine Discharge Date has occurred, the Mezzanine Facility Agreement.

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other Receivables in respect of such book and other debts (excluding Bank Accounts).

"Borrower" means, on their accession to this Agreement, an Original Borrower or a Second Stage Borrower, or an Additional Borrower.

"Charged Property" means the assets of a Chargor which from time to time are the subject of the Charges.

"Charges" means all or any Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Document dated 26 July 2005.

"Chargors" means the companies listed in Schedule 2 as the chargors.

"Clawback" means any payment or repayment by any of the Senior Lenders, the Hedging Banks, the Mezzanine Lenders, or the Intra-Group Creditors (as the case may be) of moneys received by them and applied (whether or not in breach of any provision of any of the Finance Documents) in or towards the payment and discharge of any of the Senior Debt, the Mezzanine Debt, or the Intra-Group Debt (as the case may be) which is required by any agreement, law or regulation to be paid or repaid (as the case may be) to an Obligor or any other person.

"Deed" means the Intercreditor Deed

"Enforcement Event" means an Event of Default under the Applicable Facility Agreement that has occurred and is continuing.

"English Cash Pooling Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest which is used in the cash management of the Group and/or the Ring Fence Companies and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

"Equipment" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Event of Default" means any event or circumstance specified as such in the Senior Facility Agreements.

"Existing Facilities" means the facilities granted pursuant to the EUR 769,000,000 senior facilities agreement originally dated 22 November 2002 and as amended and restated from time to time between, among others, the Company, Credit Suisse First Boston and Societe Generale as Mandated Lead Arrangers, Societe Generale as facility agent and security trustee and the lenders as defined therein and the facilities granted pursuant to the EUR 100,000,000 mezzanine facility agreement originally dated 6 December 2002 and as amended and restated from time to time between, among others, the Company, Credit Suisse First Boston as Mandated Lead Arranger, Societe Generale as Mezzanine Joint Lead Arrangers, Credit Suisse First Boston as facility agent and Societe Generale as security trustee and the lenders as defined therein.

"Existing Hedging Providers" means each of Société Generale, Credit Suisse and ABN Amro (or any of their Affiliates) who are party to the hedging agreements entered into pursuant to the Existing Facilities.

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents.

"Finance Parties" means the Senior Finance Parties and the Mezzanine Finance Parties.

"Group" means Sigmakalon (BC) HoldCo B.V. and its Subsidiaries from time to time.

"Group Treasury Vehicle" means a member of the Group which:

- (a) is incorporated under the laws of one of the countries referred to in paragraph (a) of the definition of Ring Fence Company;
- (b) has no material assets other than intragroup receivables from Non-Ring Fence Companies; and
- (c) has no trading operations other than undertaking intragroup financing arrangements and activities ancillary thereto between Non-Ring Fence Companies.

"Guarantor" means, on their accession to this Agreement, an Original Guarantor or an Additional Guarantor.

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which accedes as a Hedging Bank to the Intercreditor Deed and each Existing Hedging Provider that has acceded to the Intercreditor Deed.

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy set out in the Hedging Letter as defined in the Senior Facility Agreement.

"Hedging Letter" means a letter dated on or about the date hereof between the Lead Arrangers, the Company and the Mezzanine Lead Arrangers setting out the hedging strategy agreed in relation to the Facilities and the Mezzanine Facilities.

"Insurances" means, in relation to a Chargor, all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

"Intercreditor Deed" means the intercreditor deed dated on 29 June 2005 and made between, among others, SigmaKalon (BC) Holdco B.V., the Obligors, the Facility Agent, the Security Trustee, the Issuing Bank, the Lenders, the Mezzanine Facility Agent and the other parties to the Mezzanine Facility Agreement.

"Intellectual Property Rights" means all patents, designs, copyrights, topographies, trade marks, service marks, trading names, domain names, rights in confidential information and know-how, any other intellectual property and any associated or similar rights, and any interest in any of the foregoing (in each case whether registered or unregistered and including any related licences and sub-licences of the same, applications and rights to apply for the same and wherever subsisting).

"Intra-Group Creditors" means each member of the Group which accedes to this Deed as an Intra-Group Creditor in accordance with the provisions of this Deed.

"Intra-Group Debt" means all money and liabilities (including, without limitation, any dividends) now or in the future due or owing to any member of the Group by any other member of the Group in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety and any Reports Loan together with all Additional Liabilities relating thereto (including any increase or reinstatement of such liabilities resulting from the operation of a Clawback).

"Issuing Bank" means ING Bank NV, London Branch

"Lender" means:

- (a) any Original Lender as defined in Part III of Schedule I of the Mezzanine Facility Agreement; and
- (b) any bank or financial institution (including a trust) or fund, vehicle or other entity in each case which is regularly engaged in or established for the making of or purchasing or investing in loans and/or debt securities) which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Mezzanine Debt" means all money and liabilities now or in the future due or owing to any Mezzanine Finance Party by any Obligor under or in connection with any Mezzanine Finance Document in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety and any Reports Loan together with all Additional Liabilities relating thereto (including any increase or reinstatement of such liabilities resulting from the operation of a Clawback).

"Mezzanine Discharge Date" means the date on which the Mezzanine Agent is satisfied that the Mezzanine Debt has been irrevocably and unconditionally discharged in full and none of the Mezzanine Finance Parties has any continuing obligation to any member of the Group or any other person under or in connection with any of the Mezzanine Finance Documents.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 29 June 2005 (as amended and novated from time to time) entered into between amongst others, Veveo Coatings B.V. (renamed Sigmakalon (BC) Holdco B.V.) and the Mezzanine Finance Parties.

"Mezzanine Finance Documents" has the meaning given to such term in the Senior Facility Agreement.

"Mezzanine Finance Parties" means the Finance Parties as defined in the Mezzanine Facility Agreement.

"New Money Commitments" means credit facilities (or other facilities under which credit exposures may arise) provided by any Senior Finance Party (in its capacity as such) to a member of the Group in addition to those which the Senior Finance Parties are committed to provide under (a) the Senior Finance Documents in force as at the date of this Agreement and (b) any Ancillary Facility Document to the extent consistent with Clause 9 (*Ancillary Facilities*) of the Senior Facility Agreement in force as at the date of this Agreement (but credit exposures in relation to any Hedging Document entered into after the original date of this Deed will not be New Money Commitments nor shall any capitalised or rolled-up interest on Senior Debt be counted as a New Money Commitment).

"Mezzanine Lead Arrangers" means ING Finance France S.A., Merrill Lynch International and CCF S.A. as lead arrangers and ING Bank NV, Merrill Lynch International Bank Limited, Merrill Lynch Capital Markets Bank Limited and CCF S.A. as mezzanine underwriters under the Mezzanine Facility Agreement.

"Mezzanine Lenders" means the Lenders as defined in the Mezzanine Facility Agreement.

"Non-Ring Fence Company" means a member of the Group which is not a Ring Fence Company.

"Obligors" means SigmaKalon (BC) Holdco B.V., each Borrower, each Guarantor and each other member of the Group which has any obligation to any Finance Party under any Finance Document.

"Original Borrowers" means, each Subsidiary of the Company listed as a Borrower in Part I of Schedule 1 (*The Original Parties*) of the Senior Facility Agreement other than any Group Treasury Vehicle.

"Original Financial Statements" means the audited consolidated financial statements of the Group for the financial year ended 31 December 2004.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights

from time to time attached or relating thereto and all Equipment from time to time therein or thereon).

"Receivables" means all money, including all sales proceeds, payable now or in the future to a Chargor under or in respect of any payment or negotiable instrument (including any guarantee, bond, indemnity, promissory note, bill of exchange, standby letter of credit or other similar instrument), book debt or other debt of any nature, together with:

- (a) all rights, benefits or proceeds arising thereunder;
- (b) all benefits of any related rights, Security, guarantees or indemnities of any kind; and
- (c) all rights, actions and remedies now or hereafter accruing under or in relation thereto.

"Reports Loan" has the meaning given to such term in Clause 14.2 (*Application of Reports Recoveries*) of the Intercreditor Deed.

"Ring Fence Company" means:

- (a) any member of the Group 97 per cent. or more of the issued share capital of which is beneficially owned directly or indirectly by the Company and which is incorporated or organised under the laws of Belgium, the Czech Republic, Denmark, France, England and Wales, Germany, Hong Kong, Hungary, Italy, Ireland, Luxembourg, Martinique (other than La Seigneurie Martinique SAS), The Netherlands, Norway, Poland, Portugal, Greece, Slovakia, Spain, Singapore or South Africa other than a Group Treasury Vehicle; and
- (b) Polifarb Cieszyn Wroclaw.

"Second Stage Borrower" means the Subsidiaries of the Company listed in Part IV of Schedule 1 (*Second Stage Borrowers*) of the Senior Facility Agreement.

"Second Stage Guarantor" means the Subsidiaries of the Company listed in Part V of Schedule 1 (*Second Stage Guarantors*) of the Senior Facility Agreement.

"Secured Documents" means the Finance Documents.

"Secured Party" means the Finance Parties.

"Security Trustee" means ING Bank NV as security trustee for the Senior Finance Parties and Mezzanine Finance Parties under the Security Documents.

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

"Senior Agent" means ING Bank NV as agent for the Senior Lenders under the Senior Finance Documents.

"Senior Debt" means all money and liabilities now or in the future due or owing to any Senior Finance Party by any Obligor in respect of the Facilities under or in connection with any Senior Finance Document (including, for the avoidance of doubt, any additional senior debt pursuant to Clause 3.2 (*Senior Headroom*)) in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety and any Reports Loan, together with all Additional Liabilities relating thereto (including any increase or reinstatement of such liabilities resulting from the operation of a Clawback).

"Senior Discharge Date" means the date on which the Senior Agent is satisfied that the Senior Debt has been irrevocably and unconditionally discharged in full and none of the Senior Finance Parties has any continuing obligation to any member of the Group or any other person under or in connection with any of the Senior Finance Documents (other than New Money Commitments in excess of the Senior Headroom).

"Senior Facility Agreement" means the senior facilities agreement dated 29 June 2005 between amongst others, the Company and the Senior Finance Parties.

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facility Agreement and any other document documenting New Money Commitments.

"Senior Finance Parties" means the Finance Parties as defined in the Senior Facility Agreement and the Hedging Banks.

"Senior Headroom" means a principal amount of EUR 123,500,000.

"Senior Lender" means an Ancillary Lender or a Lender in each case under, and as defined in, the Senior Facility Agreement.

"Shares" means, in each case now or in the future owned by a Chargor or (to the extent of its interest) in which a Chargor now or in the future has an interest:

- (a) all securities and investments of any kind (including any issued share capital and common stock);
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments or other securities or investments in the future deriving from Shares or such rights.

"Subsidiary" means:

- (a) in relation to any company or corporation which is not domiciled in France (a "**holding company**"), a company or corporation:
 - (i) which is controlled, directly or indirectly, by the holding company;
 - (ii) more than half the issued voting share capital of which is beneficially owned, directly or indirectly, by the holding company; or
 - (iii) which is a Subsidiary of another Subsidiary of the holding company,and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body; and
- (b) in relation to any French domiciled company or corporation (a "**holding company**"), a company or corporation which is controlled, directly or indirectly, by the holding company (as defined in Article L-233-3 of the French Commercial Code) or any other company or entity in respect of which, in accordance with the Applicable Accounting Principles, the assets, liabilities, income and expenses are fully consolidated with those of its holding company (as set out in Article L233-16.11.3 of the French Commercial Code).

SCHEDULE 2
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
SigmaKalon (BC) UK Limited	4610792
SigmaKalon UK Limited	184940
Kalon Investment Company Limited	2876583
Johnstone's Paints Limited	513910
Kalon Limited	436135
Hawthorndale Limited	2803519

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

In the Security Document, the Company with full title guarantee and as security for the payment and discharge of all Secured Obligations, charges in favour of the Security Trustee (as trustee for the Secured Parties)::

1. **Fixed Charges**

- (a) by way of legal mortgage, all Real Property in England and Wales (including, if any, that described in Schedule 4 (*Real Property*)) now belonging to it;
- (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of fixed charge, all its present and future:
 - (i) Book Debts;
 - (ii) English Cash Pooling Bank Accounts;
 - (iii) Shares (including, if any, the Shares set out in Schedule 5 (*Shares*));
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property Rights (including, if any, the Intellectual Property Rights set out in Schedule 6 (*Intellectual Property Rights*));
 - (vi) beneficial interest in any pension fund;
 - (vii) plant and machinery (except that mortgaged or charged by sub-clause (a) or (b) above); and
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

2. **Undertaking To Pay**

Payment of Secured Obligations

Each Chargor shall pay each of its Secured Obligations when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee.

3. **Assignments**

The Chargor assigns and agreed to assign absolutely with full title guarantee to the Security Trustee as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party):

3.1 Book Debts; and

3.2 Receivables.

4. **Floating Charges**

In the Security Document, the Company will, with full title guarantee charges in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertaking.

4.1 The floating charge created by paragraph 3.3.1 of the Security Document shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.

4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Paragraph 3 (*Floating Charge*).

Note: The Security Document provides that:-

5. **Restrictions and further Assurance**

5.1 **Security**

The Company shall not create or permit to subsist any Security (other than Permitted Security) over any Charged Property, nor do anything else prohibited by or under the terms of the Applicable Facility Agreement.

5.2 **Disposal**

The Company shall not (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Property except as permitted by or under the terms of the Applicable Facility Agreement.

5.3 **Further Assurance**

Each Chargor shall promptly do whatever the Security Trustee reasonably requires:

5.3.1 to perfect or protect the Charges or the priority of the Charges; or

5.3.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

5.4 Implied covenants for title

- 5.4.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Charge*) or 4 (*Floating Charge*) of the Security Document.

It shall be implied in respect of Clauses 3 (*Fixed Charges*) and 4 (*Floating Charge*) of the Security Document that each Chargor is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6. Leases

Each Chargor shall:

- 6.1 comply with all material obligations imposed on it, and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, under any lease of material Real Property;
- 6.2 not exercise any power to determine or extend, or accept the surrender of, any lease of material Real Property of which it is the lessor to the extent that it would have a material adverse effect on the value of such Real Property; and
- 6.3 not exercise any of the powers of leasing or agreeing to lease any material Real Property vested in or conferred on mortgagors by the general law to the extent that it would have a material adverse effect on the value of such Real Property.

SCHEDULE 4
REAL PROPERTY

SIGMAKALON UK LIMITED

The freehold land and buildings on the South of Bradford Road and the East of Church Lane, Birstall, Batley, being registered with title number WYK 168672.

KALON LIMITED

The freehold land and buildings being Park Mills being on the North West side of Huddersfield Road, Birstall, Batley being registered with title number WYK 289434.

The freehold land being Rods Farm and land and buildings on the south side of Wide Lane, Morley (LS27 9BW) being registered with title numbers WYK 232505 and WYK 2859.

SCHEDULE 5

SHARES

- | | | |
|----|---|---|
| 1. | SigmaKalon (BC) UK Limited | ownership of 100% of the Shares of SigmaKalon UK Limited |
| 2. | SigmaKalon UK Limited | ownership of 100% of the Shares of:

Kalon Investment Company Limited
Kalon Pension Trustees Limited
Johnstone's Paints Limited |
| 3. | Kalon Investment Company Limited | ownership of 100% of the Shares of Kalon Limited |
| 4. | Johnstone's Paints Limited | ownership of 100% of the Shares of Hawthorndale Limited |

SCHEDULE 6
INTELLECTUAL PROPERTY RIGHTS

PATENTS

Country	Patent No./ Application No.	Proprietor
International patent application designating: Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom, Hungary and Poland	PCT/GB99/04157	Kalon Limited trading as Kalon Decoration Products
European patent regional phase	99961193.2	Kalon Limited

TRADE MARKS

Owner	Mark	Country	Filing Date	Application No.	Registration Date	Registration No.
Kalon Limited	JOHNSTONE'S	United Kingdom	03/07/1990	1430663	29/11/1991	1430663
Kalon Limited	KALON	United Kingdom	08/04/1986	1264307	08/04/1986	1264307
Kalon Limited	LEYLAND	United Kingdom	10/04/1989	1379632	04/02/1994	1379632
Kalon Limited	LEYLAND	United Kingdom	20/03/1974	1026945	20/03/1974	1026945

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00436135

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 26th JULY 2005 AND CREATED BY KALON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY 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 4th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2005.

C. o



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —