

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

CHA 116

Company number

1 1 2

2446447

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

\* insert full name  
of company

\* RUBEROID PLC (the "Chargor")

Date of creation of the charge,

19 December 1997

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

Charge dated 19 December 1997 between the Chargor and Barclays Bank PLC as Security Trustee (the "Charge").

Supplemental charges

Amount secured by the mortgage or charge

See Part II of the attached Schedule.

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

Barclays Bank PLC, Strand Business Centre, Burleigh House, PO Box 90,  
357 The Strand, London WC2R 0NX

AS. Soc. Sec. No. 100

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

Lovell White Durrant  
65 Holborn Viaduct  
London  
EC1A 2DY

A1/JAG/MGF/134698

Time critical reference

For official use  
Mortgage Section

| Post room



Short particulars of all the property mortgaged or charged

As specified in Part III of the attached Schedule.

NB. The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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)

N/A

Signed

*David White Durrant*

Date

*5 February 1998*

On behalf of [company] [mortgagee/chargee] †

† 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.

## SCHEDULE TO FORM 395 FOR CHARGE

### Part I

#### Definitions

In this Form 395:

- "Bank of Scotland Facility Letter"** means the letter dated 16 December 1997 from The Governor and Company of the Bank of Scotland to the Chargor and/or any letter or other agreement evidencing banking facilities provided by The Governor and Company of the Bank of Scotland to any Group Company;
- "Banks"** means collectively the Barclays Bank PLC and The Governor and Company of the Bank of Scotland and "Bank" shall mean any of the Banks as the context may admit or require;
- "Barclays Facility Letter"** means the letters dated 27 June 1995, 27 December 1996, 26 November 1997 and 16 December 1997 from Barclays Bank PLC to the Chargor and/or any letter or other agreement evidencing banking facilities provided by Barclays Bank PLC to any Group Company;
- "Beneficiaries"** means the Security Trustee and the Banks and "Beneficiary" shall mean any of them;
- "Charged Rights"** means all and any of the trade marks, trade mark applications and other rights and interests charged or purported to be charged pursuant to the Charge;
- "Debenture"** means the Debenture dated 16 December 1997 made between the Security Trustee and the Chargor;
- "Facility Letters"** means collectively the Barclays Facility Letters and the Bank of Scotland Facility Letter and "Facility Letter" shall mean any of the Facility Letters as the context may admit or require;
- "Finance Documents"** means the Facility Letters and the Security and any other documents or agreements entered into from time to time in connection with any of the foregoing and any amendments, supplements or additions thereto under which money or liabilities may become due, owing or incurred to the Beneficiaries;
- "Group"** means the Chargor and its Subsidiaries and "Group Company" means any of them;
- "Pari Passu Deed"** means the deed dated 16 December 1997 made between the Chargor and the Banks;
- "Security"** means the Charge and the Debenture, and shall include any substituted or additional security entered into by the Chargor in favour of the Security Trustee from time to time;

- "Security Trustee"** means Barclays Bank PLC acting as security trustee in accordance with the Pari Passu Deed for the Beneficiaries and the expression "Security Trustee" shall include any successor substituted under the Pari Passu Deed. Any third party may rely on a deed of transfer of mortgage executed by the Security Trustee and by its successor as conclusive evidence of any change of Security Trustee;
- "Subsidiary"** means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985; and
- "trade marks"** means registered and unregistered trade and service marks anywhere in the world (including, without limitation, European Community trade marks) for their full term including all renewals or extensions of them.

## Part II

### Amount secured by Mortgage or Charge

By clause 3.1 of the Charge, the Charge will provide further security for the payment and discharge of all monies and liabilities covenanted to be paid or discharged by it under the Debenture.

## Part III

### Particulars of Property Mortgaged or Charged

1. By clause 3.1 of the Charge, the Chargor with full title guarantee and for the purpose of Scottish assets as absolute owner charged to the Security Trustee by way of first fixed charge:
  - (a) all the trade marks listed in Part V of this Schedule;  
as
  - (b) all present and future goodwill of the Chargor and all present and future rights of the Chargor in passing off in the trade marks listed in Part V of this Schedule;
  - (c) all the benefit of licences granted under the Charged Rights present and future;
  - (d) all present and future rights and causes of action in respect of infringements of the rights referred to in clause 3.1(a) - (c) of the Charge.

as.

## Part IV

### Covenants and Restrictions

1. By clause 4.1 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall not, without the prior written consent of the Security Trustee create any mortgages, assignments, charges, liens or encumbrances in the nature of security upon the Charged Rights or any part thereof.
2. By clause 4.2 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall deposit all certificates of registration and documents of title relating to the Charged Rights with the Security Trustee which has the right to hold such items during the continuance of the Charge.
3. By clause 4.3 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall not, without the Security Trustee's prior written consent, sell, assign, transfer, license, agree to license or otherwise authorise or permit any other person, firm or entity to use or otherwise exploit any of the Charged Rights or any interest in them (including the equity of redemption).
4. By clause 4.4 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall not without the Security Trustee's prior written consent amend the specification of any registered trade mark comprised in the Charged Rights or consent to, or authorise any third party to use or register any trade mark(s) the same as or confusingly similar to any of the Charged Rights in relation to goods or services identical or similar to the goods or services in respect of which the Charged Rights subsist.
5. By clause 4.5 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall not enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right, licence or permission to use any Charged Rights on the occurrence or non-occurrence of any future event or circumstance whether such event or circumstance is a breach of contract by or the insolvency of the Chargor or any other event or circumstance whatsoever.
6. By clause 4.6 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall not without the Security Trustee's prior written consent use the Security Trustee's name or join the Security Trustee into any proceedings relating to infringement of the Charged Rights.
7. By clause 4.7 of the Charge, the Chargor agreed that during the subsistence of the Charge, the Chargor shall use all reasonable endeavours to ensure that any future agreements, licences or permissions of the kind referred to in clauses 3.1(b) and (c) of the Charge are not subject to any restrictions on charging or assignment by the Chargor.
8. By clause 5.1 of the Charge, the Chargor agreed to use all reasonable endeavours to maintain, protect and safeguard the Charged Rights. The Chargor also agreed to notify the Security Trustee immediately if it becomes aware of any infringement or suspected infringement or any challenge to the validity or enforceability of any of the Charged Rights and to give the Security Trustee all information in its possession relating to it.

9. By clause 5.2 of the Charge, the Chargor agreed to promptly register in such register(s) or with such authorities as may be available for the purpose (in the United Kingdom or elsewhere) and in such name(s) as may be required by the law and practice of the place of registration such of the following as may be capable of registration:
- (a) the Charge; and
  - (b) all future charges or assignments made pursuant to clause 7 of the Charge.
10. By clause 5.3 of the Charge, the Chargor agreed to pay all application, registration, renewal and other fees necessary for effecting, protecting, maintaining or renewing such of the Charged Rights as are registered or applied for and all registrations required to be made under clause 5.2 of the Charge at least one calendar month before payment is due and do all other acts and things necessary for maintaining the Charged Rights in full force and effect and send or deliver to the Security Trustee the receipt for every such payment immediately after the same shall have been made. If so requested by the Security Trustee in writing the Chargor shall procure that any agents acting for it shall agree in writing to notify the Security Trustee of any renewal or other fees due in respect of any of the Charged Rights and of any such acts or things necessary for protecting and maintaining any of the Charged Rights at least one calendar month before such payment is due or such act or thing must be done.
11. By clause 5.4 of the Charge, the Chargor agreed to maintain a comprehensive, detailed and up-to-date centralised record of all trade marks, applications for trade marks comprised in the Charged Rights owned by the Chargor (including details of agents engaged in relation to such trade marks or trade mark applications) and provide a copy to the Security Trustee once every six months and at any time promptly on written request.
12. By clause 5.5 of the Charge, the Chargor agreed to in its own name diligently commence and prosecute all proceedings which may be necessary to prevent infringement and/or continued infringement of any of the Charged Rights and/or to seek damages in respect of such infringement.
13. By clause 5.6 of the Charge, the Chargor agreed to if so requested by the Security Trustee in writing mark (or procure the marking of) all products or articles to which the trade marks comprised in the Charged Rights are applied with trade mark or other notices, and use (or procure the use of) such notices in connection with such trade marks as are sufficient to fix any person seeing such trade marks with notice that they are trade marks and that the Chargor owns them.
14. By clause 5.7 of the Charge, the Chargor agreed to irrevocably authorise the Security Trustee, in case the Chargor shall during the continuance of the Charge make default in carrying out any of its obligations under clauses 5.2 or 5.3 of the Charge, to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Chargor as shall, in the opinion of the Security Trustee, be necessary or prudent to protect the Security Trustee's interest or to protect or maintain the Charged Rights or any of them. The Chargor agreed to give the Security Trustee all reasonable assistance requested by the Security Trustee in relation to such matters. The Chargor also appointed the Security Trustee as its authorised agent to make any filings, registrations or renewals referred to in clause 5.2 and 5.3 of the Charge at the UK Trade Marks Registry or otherwise.

Part V

Registered Trade Marks

Trademark	Class	Registration Number	Country
<u>Briggs</u>	<u>17</u>	<u>960940</u>	UK
<u>Briggs</u>	<u>19</u>	<u>960941</u>	UK
<u>Britorch</u>	<u>19</u>	<u>1233730</u>	UK
<u>Hyflex</u>	<u>1</u>	<u>1365225</u>	UK
Hyflex (Composite device)	2	1404027	UK
Hyflex (Composite device)	19	1404028	UK
Hyload	19	846988	UK
Permabit	19	857139	UK
Permanite	2	1163193	UK
Permanite	19	470107	UK
Permanite	19	1163196	UK
Plasprufe	9	1146754	UK
Pluvex	1,2,3,4,6,16,17,19	385759	UK
Polybit	19	1185004	UK
Prairie Dog	11	1142828	UK
Ruberfort	19	1058350	UK
Ruberglas	19	821615	UK
Ruberoid	19	687312	UK
Ruberoid	19	650284	UK
Ruberoid	17	687311	UK
Ruberoid	2	687310	UK
Rubertorch	19	1102158	UK
Starex	19	531729	UK
Waterseal	19	705078	UK
Zylex	19	531728	UK

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02446447

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED THE 19th DECEMBER 1997 AND CREATED BY RUBEROID PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 1998.

A handwritten signature in cursive script, appearing to read 'K. A. Nash'.

K. A. NASH

for the Registrar of Companies

A handwritten signature in cursive script, appearing to be a stylized 'M' or 'N'.



C O M P A N I E S   H O U S E