

237207 / 13

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

395

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

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

For official use

Company number

5

02678296

Name of company

* IKO Limited (the "Chargor")

Date of creation of the charge

15 March 2006

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

Security Agreement between (1) the Chargor and (2) the Trustee Corporation Limited, Michael Leslie Kippen, Andrew John Smith, John Edward Linsdell and Nick Kershaw as Trustees of the Ruberoid Plc staff pension scheme (the "Trustees") (the "Security Agreement")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme up to a maximum amount which, when added to the assets of the Scheme, would result in the Scheme being 125 per cent funded on the date on which any liability under the Security Agreement arises, calculated on the basis set out in section 179 of the Pensions Act 2004, were a valuation to be conducted as at that date

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

The Trustee Corporation Limited, Michael Leslie Kippen, Andrew John Smith, John Edward Linsdell and Nick Kershaw c/o Appley Lane North, Appley Bridge, Wigan, Lancashire

Postcode WN6 9AB

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

Hammonds
Rutland House
148 Edmund Street
Birmingham B3 2JR

EC3/RUB.017-0001

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Chargor charges by way of a first legal mortgage the freehold land known as The Railway Public House, Appley Lane North, Appley Bridge, WN6 9AN (Land Registry Title Number LA889352)

2. The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income.

NOTE:

A. The Chargor must, at its own expense, take whatever action the Trustees or a Receiver may require for:

(a) creating, perfecting or protecting any security intended to be created by the Security Agreement; or

(b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

Please see Addendum 4/4

Please do not write in this margin

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

P. 1

Particulars as to commission allowance or discount (note 3)

None

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

Signed

[Signature]

Date 15-05-2006

On behalf of Chargee[†]

Notes

[†] delete as appropriate

- 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

M395 Continuation

Company number

02678296

Name of company

* insert full name
of company

* IKO Limited

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

M395 Continuation

Company number

02678296

Name of company

* insert full name
of company

* IKO Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* IKO Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

This includes:

(i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to a Trustee or to its nominee; or

(ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustees may think expedient.

B. The Chargor must not:

(a) create or permit to subsist any Security Interest on any Security Asset; or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

DEFINITIONS:

"Company" means each of the companies listed in Schedule 1 of the Security Agreement (Companies) and "Companies" shall mean all of them.

"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Agreement.

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of the Security Assets, including each of the following amounts:

(a) rent, licence fees and equivalent amounts paid or payable;

(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;

(c) a sum equal to any apportionment of rent allowed in favour of the Chargor;

(d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise;

(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;

(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease;

(g) any sum paid or payable by any guarantor of any occupational tenant under any lease; and

(h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

"Scheme" means the Ruberoid plc staff pension scheme.

"Security Assets" means all assets of the Chargor the subject of any security created by the Security Agreement.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02678296

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 15th MARCH 2006 AND CREATED BY IKO LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH COMPANY TO THE SCHEME ON ANY ACCOUNT WHATSOEVER 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 16th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MARCH 2006.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES