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in black type, or
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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[12]

2678296

Name of company

* Ruberoid Building Products Limited (the "Chargor")

Date of creation of the charge

11 March 1998

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

Deed of Variation ("the Deed of Variation") relating to a Guarantee and Debenture dated 19 December 1997 between the companies listed in Part II of the attached Schedule and Barclays Bank PLC as Security Trustee (the "Debenture").

Amount secured by the mortgage or charge

See Part III 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 No 90,
357 The Strand, London WC2R 0NX

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

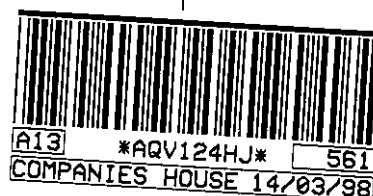
Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A1/JG/134517

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As specified in Part IV 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.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lesell White Parent

Date 11 March 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

Part I

Definitions

In this Form 395:

- "Additional Guarantors"** means those companies detailed within Part II of the Schedule attached to the Barclays Facility Letter dated 16 December 1997;
- "Bank of Scotland Facility Letter"** means the letter dated 16 December 1997 from The Governor and Company of the Bank of Scotland to the Borrower 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 Borrower 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;
- "Borrower"** means Ruberoid PLC whose company registration number is 2446447;
- "Charging Companies"** means the Charging Companies named in Part II of this Schedule and "Charging Company" shall mean any of the Charging Companies as the context may admit or require;
- "Designated Accounts"** means the accounts designated as such pursuant to clause 7.1 (e) of the Debenture (as repeated and incorporated in the Deed of Variation);
- "Event of Default"** means an Event of Default as defined in any of the Facility Letters;
- "Existing Guarantors"** means those companies detailed within Part I of the Schedule attached to the Barclays Facility Letter dated 16 December 1997;
- "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 Company"	has the meaning given to such term in the Facility Letters;
"Guarantors"	means the Charging Companies or any of them in their capacity as guarantors under the Debenture (as repeated and incorporated in the Deed of Variation), and "Guarantor" shall mean any of the Guarantors as the context may admit or require;
"Pari Passu Deed"	means the deed to be executed by the Borrower (as agent for each Charging Company) and the Banks in such form as the Security Trustee may approve;
"Security"	means the Debenture and the Supplemental Charges, and shall include any substituted or additional security entered into by any Charging Company 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;
"Supplemental Charges"	the supplemental charges over trade marks and goodwill dated 16 December 1997 given by the Borrower and Ruberoid Building Products Limited;
"Trade Marks"	means all registered trade marks and all brand, trade and/or business names, owned by any of the Charging Companies from time to time;
"UK Group Companies"	means the Borrower, the Existing Guarantors, the Additional Guarantors and any other company incorporated in the United Kingdom which is or becomes a Subsidiary of the Borrower and "UK Group Company" means any of them.

Part II

The Charging Companies

Company Name	Company Number
Ruberoid PLC	2446447
Ruberoid International Limited	2860994
Ruberoid Building Products Limited	2678296
Briggs Roofing and Cladding Limited	2548605
Broderick Structures Limited	452935
Durastic Roofing and Cladding Limited	2629861
Hyflex Roofing Limited	2574875
Permanite Asphalt Limited	2423586
Ruberoid Contracts Limited	1036456
Ruberoid Specialist Products Limited	1349826
Hilglaze Polycarbonate Limited	2186934
Aquaproof Limited	2849114
Briggs Roofing and Cladding (North) Limited	3212589
Briggs Roofing and Cladding (Metal) Limited	3209918
Briggs Roofing and Cladding (South) Limited	3209926
Briggs Roofing and Cladding (Midlands) Limited	3209932
Briggs Roofing and Cladding (Scotland) Limited	SC48162

Part III

Amount secured by Mortgage or Charge

By clause 2.2 of the Debenture (as repeated and incorporated in the Deed of Variation under Clauses 3 and 4 thereof), the Chargor covenanted that it will on demand in writing made to it by the Security Trustee or the relevant Beneficiaries pay to the Security Trustee for the account of the relevant Beneficiary, all money and liabilities for the time being (whether on or at any time after such demand) due and payable by the Chargor or by any other Charging Company (including any other Charging Company except any money or liabilities due and payable by any other Charging Company as Guarantor for the Charging Company first referred to), and in each case:

- (i) whether actually or contingently and whether solely or jointly with any other person and whether as principal, guarantor or surety (under any document whether executed before, at the same time as, or at any time after execution of the Deed of Variation); and
- (ii) whether or not such indebtedness, obligations or liabilities shall have been incurred directly to the Beneficiaries concerned or such Beneficiary is entitled to lodge a claim in respect thereof only by reason of the sale or assignment of such indebtedness or liability to it by the party originally entitled; and

on the basis that interest (in the absence of express agreement to the contrary) shall be computed and compounded according to the provisions of the relevant Finance Documents as well after as before any demand made or judgment obtained under the Deed of Variation.

Part IV

Particulars of Property Mortgaged or Charged

1. By clause 4.1 of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor with full title guarantee and for the purpose of Scottish assets as absolute owner charged to the Security Trustee with the payment and discharge of all moneys and liabilities covenanted and undertaken to be paid or discharged by it or otherwise secured under the Deed of Variation:
 - (a) by way of first legal mortgage, all its freehold and leasehold property described in Part VI of this Schedule, the title to which is registered at HM Land Registry for England and Wales together with all buildings, fixtures and fixed plant and machinery at any time thereon;
 - (b) by way of first legal mortgage, all other freehold and leasehold property described in Part VI of this Schedule, situated in England and Wales now vested in it and not registered at HM Land Registry for England and Wales together with all buildings, fixtures and fixed plant and machinery at any time thereon;
 - (c) by way of first fixed charge, all book debts both present and future due or owing to the Chargor and the full benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, guarantees, debentures, legal and equitable fixed and floating charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights and remedies;
 - (d) by way of first fixed charge, all other monetary debts and claims both present and future including things in action which give rise or may give rise to a debt or debts now or hereafter due or owing to the Chargor and the full benefit of all rights and remedies relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in sub-clause (c) above;
 - (e) by way of first fixed charge:
 - (i) all stocks and shares and other interests both present and future including (without prejudice to the generality of the foregoing) loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor in (and from) any company including, without limitation, in (and from) any company which is a Subsidiary of any of the Charging Companies; and
 - (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are now or may at any time hereafter be lodged with or held by or transferred to or registered in the name of the Security Trustee or its nominees; and
 - (iii) all rights in respect of or incidental to the property described at (i) and (ii) above (the property described at (i) to (iii) inclusive being hereafter called the "Securities"); and

- (iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation, or otherwise to or in respect of any of the Securities, including all dividends, interest and other income payable in connection therewith (all of which property described at (i) to (iv) inclusive, being hereafter called "Interests in Securities"),

but so that neither the Security Trustee nor any of the Beneficiaries shall in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with Interests in Securities;

- (f) by way of first fixed charge, the goodwill, patents and applications therefor, Trade Marks and trade mark applications (and all goodwill associated therewith), service marks, all brand name and trade names, copyrights, rights in the nature of copyright, design rights, registered designs, all trade secrets and know-how, all licences, sub-licences and registered user agreements granted to or by the Chargor in respect of any of the above rights and all applications for any of the foregoing and all other intellectual property rights worldwide now or hereafter obtained by any Charging Company or (to the extent that the same may be capable of becoming the subject of a valid charge) in which the Chargor may have an interest and the benefits of all present and future agreements entered into or the benefit of which is enjoyed by the Chargor relating to the use of or licensing or exploitation of rights of such nature as are described in this paragraph (f), whether owned by the Chargor or others, and the uncalled capital of the Chargor both present and future;
- (g) by way of first fixed charge each Designated Account, the Guarantee Collateralisation Account and all credit balances of the Chargor with the Security Trustee or any other Beneficiary whatsoever including the proceeds of book debts and claims charged pursuant to sub-clauses (c) and (d) which proceeds shall, for the avoidance of doubt, on payment into a Designated Account (as defined in clause 7.1(e) of the Debenture) cease to be subject to such charges in sub-clauses 4.1(c) and (d) of the Debenture (as so repeated and incorporated) but shall be subject to the fixed charge in sub-clause 4.1(g) of the Debenture (as so repeated and incorporated);
- (h) by way of first fixed charge, the uncalled capital of the Chargor both present and future;
- (i) by way of first fixed charge, the benefit of all rights and claims to which the Chargor is now or may be entitled under any contracts relating to the business of the Group or otherwise;
- (j) by way of first floating charge, all the undertaking and all property and assets of the Chargor whatsoever and wheresoever both present and future including (without prejudice to the generality of the foregoing), heritable property and all other property and assets in Scotland, Northern Ireland and the Republic of Ireland and the property described in sub-clause (a) to (h) inclusive of the Debenture if and so far as the charges thereon (or assignments thereof) or on any part thereof herein contained shall for any reason be ineffective as fixed charges,

and for the avoidance of doubt and without prejudice generally, clauses 4.1(e) to (i) of the Debenture shall apply to the assets of the Chargor and the other Charging Companies irrespective of whether they be situated in England, Wales or Scotland or elsewhere.

Part V

Covenants and Restrictions

1. By clause 7.1 (e) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to get in and realise all book debts and other monetary debts and claims charged and pay all moneys which it may receive in respect thereof into the account(s) specified in a letter dated on or about the date of the Debenture from the Security Trustee to the Charging Companies and expressed to be the "Account Designation Letter" (each such account being a "Designated Account") forthwith on receipt and, pending such payment, shall hold all moneys so received upon trust for the Security Trustee and the Beneficiaries and shall not without the prior consent of the Security Trustee in writing purport to sell, charge, factor, discount or encumber or assign or otherwise sell or dispose of any such book debts and other debts and claims (or any interest therein) in favour of any other person and shall if called upon to do so by the Security Trustee at any time:-
 - (i) if an Event of Default is continuing execute a legal assignment of such book debts and other debts and claims to the Security Trustee and give notice thereof to the relevant debtor in the form set out in Schedule III of the Debenture and use its reasonable endeavours to procure the execution and delivery to the Security Trustee of the acknowledgement of notice of such assignment; and/or
 - (ii) execute a legal assignment of its accounts into which the debts referred to in sub-clause (i) above are or have been paid, to the Security Trustee and give notice thereof (in a form acceptable to the Security Trustee) to the relevant account holding bank and use its reasonable endeavours to procure the execution and delivery to the Security Trustee of the acknowledgment of notice of such assignment in a form acceptable to the Security Trustee; and/or
 - (iii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Security Trustee may from time to time reasonably require.
2. By clause 7.1 (f) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to permit the Security Trustee to inspect at reasonable times and (unless an Event of Default has occurred and is continuing hereunder) on prior reasonable notice any freehold, leasehold or heritable or long leasehold property charged by or pursuant to the Deed of Variation.
3. By clause 7.1 (g) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to provide the Security Trustee with copies of all notices (which might have an adverse effect on the value of the security under the Deed of Variation or otherwise created in favour of the Security Trustee) relating to any freehold, leasehold or heritable or long leasehold property charged by or pursuant to the Deed of Variation forthwith upon receipt of the same.

4. By clause 7.1 (h) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed if and whenever the Security Trustee shall require, cause to be given such new or additional charge or other security over such assets or classes of assets of any Charging Company available for security as the Security Trustee may from time to time specify to secure the monies and liabilities covenanted to be paid or discharged under any of the Security Documents (including under the Deed of Variation), where such assets have not been previously charged to the Security Trustee (on behalf of itself and the Beneficiaries) or, if so charged, where the Security Trustee reasonably believes that such new or additional charge or other security is necessary to maintain or protect the rights of itself or any Beneficiary over such assets, together with (in the case of security created on assets situated outside England and Wales) such legal opinions (if any) as the Security Trustee may reasonably require from lawyers acceptable to it (acting reasonably) in relation to such new or additional charge or other security, provided that the Chargor shall not be required when giving such new or additional charge or other security to enter into covenants and/or undertakings and/or obligations more onerous than those contained in any of the Security Documents unless the same are necessary for the effective creation or enforcement of such new or additional charge or other security or for the protection of the Security Trustee and the Beneficiaries.
5. By clause 7.1 (i) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to ensure that the amounts guaranteed to be paid by the Charging Companies will at all times constitute the direct, unconditional and general obligations of the Charging Companies and, unless the Security Trustee otherwise agrees or as permitted by the Facility Letters, will rank (save in respect of statutory preferential debts) prior to all present and future outstanding indebtedness issued, created, assumed or guaranteed by the Charging Companies.
6. By clause 7.1 (j) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to not, and to procure that each other UK Group Company shall not, without the consent in writing of the Security Trustee (and save for any security created in favour of the Security Trustee) create, incur or permit to subsist any Encumbrance (as defined in the Facility Letters) on any of its present or future property assets or revenues to secure any liability, actual or contingent.
7. By clause 7.1 (k) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to not, and to procure that each other UK Group Company shall not, without the prior written consent of the Security Trustee or save as permitted by the Facility Letters, enter into any arrangement whereby any person (other than another UK Group Company which shall have executed a deed supplemental hereto) shall acquire or gain the right to acquire the right to carry on the whole or any part of the trade or business presently being carried on by any Charging Company.
8. By clause 7.1 (l) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to comply in all material respects with the terms of all leases relating to the properties mentioned in Part VI of this Schedule and to enforce the covenants on the part of the landlord or licensor thereunder and also comply in all material respects with any obligation as landlord or licensor on the part of any Charging Company in relation to any lease or licence granted by any Charging Company in respect of any such property.
9. By clause 7.1 (m) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to not voluntarily surrender or terminate any lease or licence by virtue of which the Chargor holds any of such properties mentioned in Part VI of this Schedule or vary or waive or estop or bar itself from enforcing the obligations on the part of the landlord or licensor contained therein without in such case the prior consent of the Security Trustee.

10. By clause 7.1 (n) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed to not commit any breach of any of the terms of any lease or licence by virtue of which the Chargor holds any property mentioned in Part VI of this Schedule so as to enable the landlord of that lease or licence to commence forfeiture or irritancy proceedings.
11. By clause 7.2 (a) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed, unless the Security Trustee otherwise agrees in writing, to take all necessary action to protect and maintain the intellectual property including the Trade Marks and franchises (wherever situate) which are material to the Chargor's business and material contracts, and as soon as practicable notify the Security Trustee of any infringement or alleged infringement or any challenge to the validity of any of the Trade Marks in the United Kingdom of which the Chargor has notice and supply the Security Trustee with all information in its possession relating thereto as the Security Trustee may request.
12. By clause 7.2 (b) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed, unless the Security Trustee otherwise agrees in writing, to maintain an up-to-date record of all Trade Marks and applications for registration of Trade Marks and provide a copy to the Security Trustee on written request.
13. By clause 7.2 (c) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed, unless the Security Trustee otherwise agrees in writing, during the subsistence of the Debenture and at the request of the Security Trustee every three months, to provide the Security Trustee with a written summary of all Trade Marks, trade mark applications and trade names comprised in clause 4.1 (f) of the Debenture acquired by the Chargor (whether in the United Kingdom or elsewhere) since the creation of the Deed of Variation or the date of the last notification, as the case may be.
14. By clause 7.2 (d) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed, unless the Security Trustee otherwise agrees in writing, not to sell, assign, transfer, licence or agree to license any of the Trade Marks or any interest therein except for any licences which are in existence at the date of the Debenture and in addition are permitted under or pursuant to the Facility Letters.
15. By clause 7.2 (e) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed, unless the Security Trustee otherwise agrees in writing, not to abandon any of the Trade Marks or alter any specification for which a trade mark the subject of the Trade Marks has been registered except where such abandonment or alteration would not have a material adverse impact on the conduct of the Group's business as presently carried on.
16. By clause 13(a) of the Debenture (as repeated and incorporated in the Deed of Variation) the Chargor agreed that during the continuance of the security created by the Deed of Variation:
 - (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies or licences of the freehold and leasehold, heritable or long leasehold property charged or any part thereof shall be capable of being exercised by the Chargor (except in favour of any other Charging Company) without the previous consent in writing of the Security Trustee;
 - (b) the Chargor shall not be entitled to part with possession (otherwise than on determination of any tenancy or licence) of any part of any freehold or leasehold property charged under the Deed of Variation or to share occupation thereof with any other person or persons (other than another Charging Company) or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property

charged under the Deed of Variation without the consent of the Security Trustee as aforesaid.

Part VI

The Charged Properties

Registered Property

Name of Company	Description of Property	Title Number
Ruberoid Building Products Limited	Appley Lane, North Appley Bridge, Wroughtington, Wigan WN6 9AB	LA718859

Unregistered Property

Name of Company	Description of Property	Extra Details
Ruberoid Building Products Limited	East Camperdown Street, Dundee DD1 3LG	Leasehold
Ruberoid Building Products Limited	East Dock Street, Dundee	Leasehold

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 DEED OF VARIATION RELATING TO A GUARANTEE AND DEBENTURE DATED 19TH DECEMBER 1997 BETWEEN THE CHARGING COMPANIES (AS DEFINED) AND BARCLAYS BANK PLC (AS SECURITY TRUSTEE) DATED THE 11th MARCH 1998 AND CREATED BY RUBEROID BUILDING PRODUCTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MARCH 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MARCH 1998.

A handwritten signature in ink, appearing to read 'A. J. VINEYAR'.

for the Registrar of Companies



C O M P A N I E S H O U S E

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CL
(8/3/98)