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COMPANIES FORM No. 395

Particulars of a mortgage or charge

166700/30

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] [] [] [] [] []

33672

Name of company

* USF Surface Preparation Limited (the **Company**)

Date of creation of the charge

19th August 2003

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

Security Agreement dated 19 August between the Company, the other Chargors (as defined below) and GMAC Commercial Finance plc (**GMAC**) (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 or in any other capacity whatsoever) of each Chargor under any Finance Document (together the **Secured Liabilities**)

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

GMAC Commercial Finance plc
Sovereign House
Church Street
Brighton
Postcode BN1 1SS

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

Allen & Overy
One New Change
London
EC4M 9QQ

BK: 1087231

Time critical reference

For official Use
Mortgage Section

Post room



A07
COMPANIES HOUSE

0832
29/08/03

Short particulars of all the property mortgaged or charged

(See Continuation Sheets No. 1-14)

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)

Nil

Signed

Allen & Overy

Date

28/07/2003

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 1)

1. CREATION OF SECURITY

1.1 General

- (a) Pursuant to the terms of the Security Agreement, all the Security:
- (i) is created in favour of GMAC;
 - (ii) is continuing security for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If any of the assets of the Company cannot be fully and effectively secured in the manner envisaged by the Security Agreement without the consent of a third party:
- (i) the Company must notify GMAC immediately; and
 - (ii) the Company must use all reasonable endeavours to obtain that consent as soon as practicable and, once obtained, will promptly provide a copy of that consent to GMAC.
- (c) The fact that no or incomplete details of any Security Asset are inserted in schedule 2 (Security Assets) to the Security Agreement (which details are set out in Schedule 1 to this Companies Form 395) by which any Chargor became party to the Security Agreement shall not affect the validity or enforceability of the Security.

1.2 Land

- (a) Pursuant to the terms of the Security Agreement, the Company charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property; this includes any specified in part 1 of schedule 2 (Security Assets) to the Security Agreement (which details are set out in Schedule 1 to this Companies Form 395); and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) of paragraph 2.2(a) of the Security Agreement (which is described in Sub-paragraph (i) of Paragraph 1.2(a) above)) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property.
- (b) A reference in the Security Agreement to any freehold or leasehold property includes:
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Company; and

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- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any moneys paid or payable in respect of those covenants.

1.3 Investments

(a) Pursuant to the terms of the Security Agreement, the Company charges:

- (i) by way of a first legal mortgage all shares in any member of the ISPC Europe Group owned by it or held by any nominee on its behalf; this includes any specified in part 2 of schedule 2 (Security Assets) to the Security Agreement (which details are set out in Schedule 1 to this Companies Form 395); and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) of paragraph 2.3(a) of the Security Agreement (which is described in Sub-paragraph (i) of Paragraph 1.3(a) above)), by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in the Security Agreement to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) any right against any clearance system;
- (iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

1.4 Plant and machinery

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession.

1.5 Credit balances

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Security Agreement) it has with any person and the debt represented by that account.

1.6 Book debts etc.

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge:

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- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) of clause 2.6 of the Security Agreement (which are described in Paragraphs (a) and (b) of this Clause 1.6) including in each case the proceeds of the same.

1.7 Insurances

- (a) The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) of clause 2.7 of the Security Agreement (which is described in Paragraph (a) of Clause 1.7 above), the Company charges by way of first fixed charge all amounts and rights described in paragraph (a) of clause 2.7 of the Security Agreement (which is described in Paragraph (a) of Clause 1.7 above).
- (c) A reference in subclause 2.7 of the Security Agreement (which is described in this Subclause 1.7) to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party.

1.8 Other contracts

- (a) The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
 - (i) its Relevant Contracts;
 - (ii) any letter of credit issued in its favour, and
 - (iii) any bill of exchange or other negotiable instrument held by it.
- (b) To the extent that any such right described in paragraph (a) of clause 2.8 of the Security Agreement (which is described in Paragraph (a) of Clause 1.8 above) is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) of clause 2.8 of the Security Agreement (which is described in Paragraph (a) of Clause 1.8 above) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other subclause of clause 2.8 of the Security Agreement (which is described in Clause 1.8 above) and are not effectively assigned under paragraph (a) or (b) of clause 2.8 of the Security Agreement (which are described in Paragraphs (a) and (b) of this Clause 1.8), the Company charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

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1.9 Intellectual property

Pursuant to the terms of the Security Agreement the Company charges by way of a first fixed charge, all of its rights in respect of any Intellectual Property Rights; this includes any specified in part 4 of schedule 2 (Security Assets) to the Security Agreement (which details are set out in Part 4 of Schedule 1 to this Companies Form 395) or in part 5 of the schedule to any Deed of Accession by which it became party to the Security Agreement.

1.10 Miscellaneous

The Company charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) of clause 2.10 of the Security Agreement (which is described in Paragraph (c) of this Clause 1.10); and
- (e) its uncalled capital.

1.11 Floating charge

- (a) Pursuant to the terms of the Security Agreement, the Company charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement.
- (b) Except as provided below, GMAC may by notice to the Company convert the floating charge created by the Company under the Security Agreement into a fixed charge as regards any of the Company's assets specified in that notice, if:
 - (i) an Event of Default is outstanding;
 - (ii) GMAC considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) The Company fails to comply, or takes or threatens to take any action which in the reasonable opinion of GMAC is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (Restrictions on dealing) of the Security Agreement (which is described in Paragraph (a) of Clause 2 below).
- (c) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

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under the Insolvency Act 2000.

- (d) The floating charge created under the Security Agreement will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Company's assets:
 - (i) if an administrator is appointed or GMAC receives notice of an intention to appoint an administrator; or
 - (ii) on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up).
- (e) The floating charge created under the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by GMAC of a notice pursuant to paragraph (b) of clause 2.11 of the Security Agreement (which is described in Paragraph (a) of Clause 1.11 above) in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of GMAC's rights to give other similar notices in respect of any other class of assets or of any other of the rights of GMAC under the Security Agreement or under any of the other Finance Documents.

2. RESTRICTIONS ON DEALINGS

- (a) The Company may not:
 - (i) create or allow to exist any Security Interest on any of its assets; or
 - (ii) dispose of all or any part of its assets or agree to do so (whether conditionally or not), unless permitted under the Master Agreement.
- (b) If the Company creates or allows to exist any Security Interest in breach of the provisions of clause 4 of the Security Agreement (which is described in this Subparagraph) then, to the extent possible under applicable law, all the obligations of the Company under each of the Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

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The following terms used in this Companies Form 395 have the meanings set out below:

Additional Guarantor means a Subsequent Guarantor or any other member of the ISPC Europe Group which in any such case has become a Guarantor in accordance with Subclause 23.4 (Additional Obligors) of the Master Agreement.

Additional Originator means a Subsequent Originator or any other member of the ISPC Europe Group which in any such case has become an Originator in accordance with subclause 23.4 (Additional Obligors) of the Master Agreement.

Canadian Investor means ISPC/Wheelabrator (Canada) Inc., whose registered office is Commerce Court West, Suite 2800, Toronto, ON M5L 1 A9 Canada.

Chargor means the Company and Wheelabrator Technologies (UK) Limited and Europe Vendor.

Credit Document means:

- (a) the Master Agreement;
- (b) the UK ID Agreement;
- (c) all Local ID Agreements;
- (d) all Treasury ID Agreements;
- (e) the Term Loan Agreement;
- (f) the Inventory Loan Agreement;
- (g) the Subordination Agreement;
- (h) all Requests and any other confirmations, notices, certificates and requests delivered or made by an Obligor under or in respect of any of the above; and
- (i) any other document designated as such by GMAC acting reasonably.

Debt has the meaning given to that term in the ID Agreement to which the relevant Borrower is party.

Europe Vendor means International Surface Preparation UK Limited.

Event of Default means an event specified as such in clause 16 (Default) of the Master Agreement.

Finance Document means, with effect from the date such documents are executed and delivered, the Credit Documents and the Security Documents.

German Originator means Alfred Gutmann Gesellschaft für Maschinenbau mbH, Schlick-Roto-Jet Maschinenbau GmbH, Heinrich Schlick GmbH, OLT Oberflächen-, Luft-, und Trocknungstechnik GmbH, USF Oberflächentechnik GmbH, Nolten GmbH and Wheelabrator-Berger Stiftung GmbH and where the term "German" is used to prefix any other defined term that term shall mean the facility or agreement to be entered into by or in relation to the German Originator.

Guarantor means an Initial Guarantor and any Additional Guarantor.

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ID Agreement means receivable purchase, subrogation, endorsement or other invoice discounting agreement documented by local law agreements in the agreed form.

ID Utilisation Request means an offer notice, notification schedule or other similar document delivered under any ID Agreement.

Initial Guarantor mean each company listed as such in part 3 of schedule 1 (Initial and Subsequent Obligors) to the Master Agreement.

Intellectual Property Rights means:

- (a) any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right;
- (b) any copyright, data base or other intellectual property right; or
- (c) any interest (including by way of licence) in the above,

in each case whether registered or not, and includes any related application.

Inventory Loan Agreement means each of the inventory loan facilities agreements in the agreed form between the UK Vendor and GMAC and between certain German Originators and GMAC.

Inventory Loan Request means a request for a Inventory Loan Utilisation.

ISPC Europe Group means Europe Vendor and its Subsidiaries and, following any Permitted Transfer, shall include any European entity that becomes the direct or indirect owner of Europe Vendor (together with any Subsidiaries of such European entity).

Local ID Agreement means an ID Agreement between the German Originator or an Additional Originator and Europe Vendor.

Master Agreement means the Master Agreement dated 19th August between, amongst others, the Europe Vendor and GMAC, together with each accession agreement and transfer certificate relating to that agreement and any and each other agreement or instrument supplementing or amending it.

Obligor means a UK Vendor, an Additional Originator or a Guarantor.

Original Security Document means the Security Documents listed in part 1 of schedule 4 (Security Documents) to the Master Agreement.

Originator means UK Vendor or an Additional Originator.

Plant and Machinery means in relation to the Company any plant, machinery, computers, office equipment or vehicles owned by the Company which the Company and GMAC have designated Plant and Machinery but excludes any for the time being forming part of the company's stock in trade or work in progress.

Relevant Contract means in relation to the Company:

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- (a) any agreement specified in part 3 of schedule 2 (Security Assets) of the Security Agreement (which details are set out in Part 3 of Schedule 1 to this Companies Form 395) [opposite its name]; and
- (b) any other agreement to which the Company is a party and which the Company and GMAC have designated a Relevant Contract,

and each other agreement or document supplementing or amending any of them.

Request means either a ID Utilisation Request, Term Loan Request or an Inventory Loan Request.

Security means any Security Interest created, evidenced or conferred by or pursuant to the Security Agreement.

Security Assets means all assets of each Chargor the subject of this Security.

Security Document means:

- (a) the Original Security Documents and the Subsequent Security Documents and each document entered or required to be entered into pursuant to subclause 15.2 (Security); and
- (b) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to GMAC under the Finance Documents.

Security Interest means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect.

Security Period means the period beginning on the date of the Security Agreement and ending on the date the Facilities are terminated in accordance with clause 19 (Termination) of the Master Agreement.

Subordination Agreement means the subordination agreement dated on or about the date of this Agreement between, among others, the Parties, the Canadian Investor and certain other creditors of the Europe Vendor.

Subsequent Guarantor means those companies listed as such in part 4 of schedule 1 (Initial and Subsequent Obligors) to the Master Agreement.

Subsequent Originator means those companies listed as such in part 2 of schedule 1 (Initial and Subsequent Obligors) to the Master Agreement.

Subsequent Security Document means each of the security documents that GMAC notifies the relevant Obligor is required.

Subsidiary means any of:

- (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control**

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 9)

for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise; and

- (b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles.

Term Loan Agreement means the term loan agreement in the agreed form between the UK Vendor and GMAC.

Term Loan Facility means the term loan facility to be documented by the Term Loan Agreement.

Term Loan Request means a request for a Term Loan Utilisation.

Term Loan Utilisation means an utilisation of the Term Loan Facility.

Treasury ID Agreement means an ID Agreement entered into between Europe Vendor and GMAC, under which Europe Vendor on-sells to GMAC Debts acquired by it under the corresponding Local ID Agreement.

UK Vendor means USF Surface Preparation Limited and where the term "UK" is used to prefix any other defined term that term shall mean the facility or agreement to be entered into by or in relation to the UK Vendor.

In this Companies Form 395, unless the contrary intention appears, a reference to:

- (a) a Paragraph, a Subparagraph or a Schedule is a reference to a paragraph or subparagraph of, or a schedule to, this Companies Form 395;
- (b) words imparting the singular include the plural and vice versa; and
- (c) GMAC, the Company or any other person includes its successors in title, permitted assigns and permitted transferees.

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 10)

SCHEDULE 1

SECURITY ASSETS

PART 1

REAL PROPERTY

Chargor	Freehold/Leasehold	Description
USF Preparation Limited	Freehold	Craven Road, Broadheath, Altrincham, Cheshire GM138457 (HM Land Registry Title Number)
USF Preparation Limited	Freehold	Spring Mill Lane, Wakefield Road, Ossett, West Yorkshire WYK372940 (HM Land Registry Title Number)

PART 2

SHARES

PART 3

RELEVANT CONTRACTS

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 11)

PART 4

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Patents

USF Case No.	Title	Country	Status	App. Number	Filing Date	Patent No.	Issue Date	Expiration Date	Owner of Record
USFSPL001	ABRASIVE THROWING WHEEL	GB	Granted	8408808	05-Apr-1984	2150471	20-Apr-1988	05-Apr-2004	USF Surface Preparation Ltd.
USFSPL004	ABRASIVE THROWING WHEEL	GB	Granted	8624345	05-Apr-1984	2180179	20-Apr-1988	05-Apr-2004	USF Surface Preparation Ltd.
USFSPL006	PORTABLE BLASTING DEVICE	DE	Granted	90106673.8	06-Apr-1990	59006548.3	27-Jul-1994	06-Apr-2010	
USFSPL007	PORTABLE BLASTING MACHINE FOR THE ABRASIVE BLASTING OF WALLS	AT	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		BE	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		CH	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		DE	Granted	90106674.6	06-Apr-1990	59006549.1	10-Oct-1990	06-Apr-2010	
		DK	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		ES	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		FR	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		GB	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		IT	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
		NL	Granted	90106674.6	06-Apr-1990	0391441	10-Oct-1990	06-Apr-2010	
USFSPL012	ABRASIVE CLEANING	GB	Published	109246.9	12-Apr-01				USF Surface Preparation Ltd.

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Trademarks

Trademark	Country	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date	Owner of Record
TILGHMAN'S	United Kingdom	7	REGISTERED	B999829	12-Oct-72	B999829		12-Oct-07	USF Surface Preparation Ltd
TILGHMAN'S	United Kingdom	7	REGISTERED	B673394	07-Oct-48	B673394		7-Oct-07	USF Surface Preparation Ltd
TILGHMAN'S	United Kingdom	11	REGISTERED	B999830	12-Oct-72	B999830		12-Oct-07	USF Surface Preparation Ltd
VACU-BLAST	Austria	7, 9, 17 & 21	REGISTERED	50959		41201	20-May-59	20-May-09	Letter to sent to local agent requesting recordal of assignment from BTR Industries Ltd. to Vacu-Blast Ltd. and from VacuBlast Ltd. to USF Surface Preparation Ltd. on 6 Mar 2003.
VACU-BLAST	Canada	7	RENEWED (January 24, 1994)	27612900	06-Jun-63	TMA134395	24-Jan-64	24-Jan-09	Letter from local agent confirming that recordal of assignment to USF Surface Preparation Ltd. was filed.
VACU-BLAST	Finland	7 & 11	REGISTERED	196002713	27-Jul-60	37868	14-Feb-62	14-Feb-12	USF Surface Preparation Limited
VACU BLAST	Germany	6 & 7	RENEWED (March 21, 1999)	DDW 35040	20-Mar-59	626849 DD	01-Dec-59	21-Mar-09	USF Surface Preparation Limited
VACU BLAST	Germany	6 & 7	RENEWED (April 1, 1999)	V 6298 23WZ	20-Mar-59	747673	17-Apr-61	21-Mar-09	USF Surface Preparation Limited
VACU-BLAST	Italy	7 & 11	UNPUBLISHED APPLICATION (Pending)	9428 99 MI	21-Sep-99	Renewal of 374663			Letter to sent to local agent requesting recordal of assignment from BTR Industries Ltd. to USF Surface Preparation Ltd. on 17 Apr 2003.
VACU-BLAST	Italy	7 & 11	UNPUBLISHED REGISTRATION	3336879	19-Mar-79	374663	24-Oct-85	3/19/1999 Renewed in Application No. 9428 99 MI	Letter to sent to local agent requesting recordal of assignment from BTR Industries Ltd. to USF Surface Preparation Ltd. on 17 Apr 2003.
VACU-BLAST	Norway	7 & 11	REGISTERED	66372	02-Mar-59	54142	02-Mar-59	2-Mar-09	Letter to sent to local agent requesting recordal of assignment from BTR Pic to USF Surface Preparation Ltd. on 14 Apr 2003.
VACU-BLAST	Poland	7	REGISTERED	79332	22-Aug-80	58524	23-Feb-82	22-Aug-10	Letter to sent to local agent requesting recordal of assignment from BTR Pic to Vacu-Blast and from

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Short particulars of all the property mortgaged or charged (Continuation Sheet No. 13)

Trademark	Country	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date	Owner of Record
VACU-BLAST (Stylized)	Spain	3, 6, 7 & 8	RENEWED (September 29, 1984)	432644M	03-Oct-63	432644M	04-Sep-64	4-Sep-04	Vacu-Blast Ltd. to USF Surface Prep Ltd.
VACUBLAST	Sweden	7	REGISTERED		02-Mar-59	89066	11-Mar-60	11-Mar-10	Letter to sent to local agent requesting recordal of assignment from BTR Plc to Vacu-Blast Limited and then to USF Surface Preparation Ltd. on 14 Apr 2003. REVIEWED ALL ASSIGNMENTS.
VACU BLAST	Switzerland	7	RENEWED (May 23, 1999)	P 306627	23-May-79			23-May-09	Letter to sent to local agent requesting recordal of assignment from BTR Plc to Vacu-Blast Limited and then to USF Surface Preparation Ltd. on 14 Apr 2003. REVIEWED ASSIGNMENT.
VACU BLAST	Switzerland	7	RENEWED (May 23, 1999)	P 306627	23-May-79			23-May-09	Letter to sent to local agent requesting recordal of assignment from BTR Plc to Vacu-Blast Limited and then to USF Surface Preparation Ltd. on 14 Apr 2003.
VACU-BLAST	United Kingdom	6	REGISTERED	1526713	11-Feb-93	1526713	24-Mar-95	11-Feb-10	USF Surface Preparation Limited
VACU-BLAST	United Kingdom	7	REGISTERED	786945	05-Feb-59	786945		5-Feb-08	USF Surface Preparation Limited
VACU-BLAST	USA	7	REGISTERED	73545240	27-Jun-85	1380127	28-Jan-86	28-Jan-06	USF Surface Preparation Limited
VACUBLAST INTERNATIONAL									
VACUBLAST INTERNATIONAL & Design	France	7	RENEWED (September 18, 1996)	INP1820118	22-Oct-86	1375961		22-Oct-06	USF Surface Preparation Limited
VACUBLAST INTERNATIONAL & Design	Germany	7	REGISTERED	B 73220 7WZ	05-Oct-83	1068346	19-Sep-84	30-Oct-03	USF Surface Preparation Limited
VACUBLAST INTERNATIONAL & Design	Italy	7	UNPUBLISHED REGISTRATION	3565183	18-Nov-83	458505	09-Dec-86	18-Nov-03	Letter to sent to local agent requesting recordal of assignment from BTR Plc to USF Surface Preparation Ltd. on 17 Apr 2003
VACUBLAST INTERNATIONAL & Design	United Kingdom	7	REGISTERED	1204249	28-Sep-83	1204249		28-Sep-04	USF Surface Preparation Limited

Companies Form 395

USF Surface Preparation Limited (Company number 33672)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 14)

Trademark	Country	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date	Owner of Record
VACUBLAST INTERNATIONAL & Design	USA	7	REGISTERED	79545810	01-Jul-85	1417189	18-Nov-86	18-Nov-06	USF Surface Preparation Limited

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 00033672

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 19th AUGUST 2003 AND CREATED BY U S F SURFACE PREPARATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO GMAC COMMERCIAL FINANCE PLC 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 29th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd SEPTEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

mat p