

I certify that this copy document comprising 20 pages & a benching sheet is a true & complete copy of the original agreement of which it purports to be a copy in testimony whereof, I have signed this page and initialed the remaining pages hereof & thereto affixed my notarial seal and At Wakefield, West of Yorkshire, & signed this 3rd day of June 1986.

THIS AGREEMENT is made the twenty-first day of February 1972 BETWEEN JACK BLACKBURN of 215 Fernside Avenue Aldmondbury Huddersfield Yorkshire (hereinafter called "Mr. Blackburn") of the first part GRASS CONCRETE LIMITED whose registered office is at 10 Old Jewry London E.C.2. (hereinafter called "Grass Concrete") of the second part and GENERAL INDUSTRIAL PLASTICS (HOLDINGS) LIMITED whose registered office is at 10 Old Jewry aforesaid (hereinafter called "G.I.P.") of the third part

WHEREAS :

- A. Mr. Blackburn is entitled inter alia to the benefit of the applications for letters patent set out in the First Schedule hereto (hereinafter called "the Applications")

By an agreement (hereinafter called "the Main Agreement") dated the third day of March 1971 and made between the parties hereto Mr. Blackburn granted to Grass Concrete licence and authority under any letters patent to be granted on the applications for United Kingdom Letters Patent set out in the Second Schedule hereto [to make use exercise and sell in the United Kingdom] the inventions which are the subject matter of the said applications set out in the Second Schedule hereto for the consideration and subject to the conditions covenants and agreements therein contained and G.I.P. guaranteed the payment by Grass Concrete to Mr. Blackburn of all payments falling due thereunder and the performance and observance by Grass Concrete of the various terms thereof

E. Chapman,
Notary public.

- C. By an agreement dated the twenty-eighth day of September 1970 (hereinafter called "the Chichester Agreement") and made between Mr. Blackburn of the one part and Chichester Enterprises Limited (hereinafter called "Chichester") of the other part Mr. Blackburn granted to Chichester the right to exploit and market licences to use the said inventions in every country in the world other than the United Kingdom, Eire, Australia, New Zealand, South Africa and West Africa but subject to and with the benefit of certain licences granted or to be granted by Mr. Blackburn for the exploitation of the said inventions in the said countries other than the United Kingdom for the consideration therein mentioned and subject to the conditions covenants and agreements therein contained
- D. By an agreement (hereinafter called "the Northern Agreement") made on the thirtieth day of October 1970 between Mr. Blackburn and Northern Negotiators Limited (hereinafter called "Northern") Mr. Blackburn agreed to transfer to Northern for the consideration thereby agreed all his rights to British and world patents in respect of the said inventions
- E. Mr. Blackburn has agreed to grant a licence to Australian Containers Pty Limited of New South Wales to exploit and use the said inventions in Australia and New Zealand
- F. Mr. Blackburn has granted a licence to BHS Marketing (International) Limited (hereinafter called "BHS") a company incorporated under the laws of the Republic of Ireland to exploit and use the said inventions in the Republic of Ireland and to
- E.C.*

exploit and use an Improvement Invention (as hereinafter defined) called "Situcrete" in various other countries

- G. Mr. Blackburn is the beneficial owner of the entire issued share capital of BHS
- H. Chichester is in breach of certain of the obligations imposed on it under the Chichester Agreement and Northern has failed to pay to Mr. Blackburn the consideration stipulated by the Northern Agreement and it is the intention of Mr. Blackburn to take steps to establish that both of the said agreements are terminated and to secure the reversioning in Mr. Blackburn of all rights thereby granted or agreed to be granted
- I. Grass Concrete intends to form as its wholly-owned subsidiary a new company under the name "Grass Concrete International Limited (hereinafter called "International")
- J. Mr. Blackburn has agreed to grant to Grass Concrete an exclusive licence under any letters patent to be granted in respect of the Applications on the terms hereinafter appearing such licence to exist concurrently with the licence granted by the Main Agreement

NOW IT IS HEREBY AGREED as follows:

1. In this Agreement the following expressions shall (unless the context otherwise requires) have the following meanings:

✓ "the Patents" - any letters patent which may be granted on the Applications other than the applications set out

E.C.

in the Second Schedule hereto

"the Inventions" - the inventions which are the subject matter of the Applications or any of them

"Improvement Inventions" - inventions or developments which cannot be exercised without infringing the Patents or any of them

✓ "the Territory" - every country in the world other than the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Isles, the Republic of South Africa, Australia and New Zealand

✓ "the parties hereto" - the parties of the first and second parts, namely Mr. Blackburn and Grass Concrete

"the party" or "the other party" - Mr. Blackburn or Grass Concrete as the context requires

2. For the consideration hereinafter mentioned Mr. Blackburn shall grant to Grass Concrete licence and authority under the Patents to make use exercise and sell the Inventions throughout the Territory and Mr. Blackburn undertakes to execute formal licences in respect thereof substantially in the form set out in the Third Schedule hereto and shall at the request and expense of Grass Concrete execute any further documents which may be necessary to give effect to this Agreement in any territory to which this Agreement applies as soon as each of the Patents is granted
3. Mr. Blackburn warrants that with the exception of the above

Ex

recited agreements and licences there are no agreements relating to the Applications and agrees that he will not enter into any further agreements nor grant any further licences in respect of the Patents and that he shall not without the consent of Grass Concrete be engaged in the manufacture use exercise or sale of any of the Inventions within the Territory except insofar as he is a shareholder of BHS which will be granted a licence as provided for at clause 5 hereof

J.B.
G.M.R.
R.M.W.

4. (A) Mr. Blackburn agrees to use his best endeavours and to take all steps necessary to terminate the Chichester Agreement and the Northern Agreement
- (B) Grass Concrete agrees to reimburse to Mr. Blackburn all costs and expenses incurred by Mr. Blackburn with the consent of Grass Concrete in or towards the termination of the two said Agreements and all sums which Mr. Blackburn may be required to pay to the respective licensees thereunder whether by way of damages or otherwise by virtue of such termination
- (C) If
- (i) in order to terminate either or both of the aforesaid agreements it shall in the reasonable opinion of Grass Concrete be necessary to institute proceedings against either or both of the licensees thereunder or
- (ii) as a result of a purported termination thereof by Mr. Blackburn either or both of the said licensees shall institute proceedings against Mr. Blackburn

E.C.

Grass Concrete shall be entitled in the name of Mr. Blackburn but at its own expense to institute or defend, as the case may be, and generally have the conduct of such proceedings as aforesaid and Mr. Blackburn shall afford to Grass Concrete every assistance in the conduct thereof

5. (A) Mr. Blackburn agrees to procure the termination of the said licence granted to BHS

(B) Grass Concrete agrees that on termination of the said licence referred to in sub-clause (A) hereof Grass Concrete will grant a sub-licence to BHS on terms to be agreed under which BHS will be permitted to sell and to have manufactured formers for the laying of concrete in accordance with the Inventions for use within the Republic of Ireland

6. Grass Concrete shall have the right at any time after the incorporation of International on giving notice thereof to Mr. Blackburn to execute an assignment to International of all its rights powers duties obligations and liabilities herein contained and Mr. Blackburn agrees that from the date of execution of such assignment Grass Concrete shall be under no liability hereunder and this Agreement shall thereafter be construed in all respects as if references to Grass Concrete were references to International

7. Subject to the provisions of Clauses 5 and 6 hereof Grass Concrete shall have the right to grant sublicences in respect of the Patents and to subcontract the manufacture sale or other dealing with the Inventions to any person firm or company and on such terms as Grass
- RECEIVED
FEB 11 1968
E.C.

Concrete may in its absolute discretion think fit but shall not
be entitled to assign transfer mortgage charge or part with any
of its rights duties or obligations under this Agreement or the
licences to be granted pursuant thereto without the previous
consent in writing of Mr. Blackburn

8. Grass Concrete shall pay to Mr. Blackburn for the licences here-
by agreed to be granted a royalty equal to 5 per cent of the
gross income of Grass Concrete from the exercise by Grass
Concrete of its rights granted under this Agreement
9. (A) Grass Concrete shall within one month after the end of each
period of three months ending on 31st March 30th June 30th
September and 31st December respectively in each year
provide Mr. Blackburn with a statement certified by Grass
Concrete to be true and showing the total income of Grass
Concrete arising from the exercise by Grass Concrete of
its rights hereunder and the amount thereof due to Mr.
Blackburn pursuant to Clause 8 hereof and shall pay to Mr.
Blackburn the amount shown in such statement to be due to
him
- J.B. (B) Within sixty days after the 31st January in each year Grass
G.M.R. Concrete shall provide Mr. Blackburn with a statement from
R.M.W. its auditors certifying the truth and completeness of all
such statements provided pursuant to sub-clause (A) hereof
since the date of the last such statement of its auditors
10. (A) Mr. Blackburn shall use his best endeavours to obtain the

EL

18

- U.C.

(B) Forthwith on the giving of a notice pursuant to sub-clause (A) hereof the parties hereto shall consult together with a view to reaching an agreement on the course of action to be pursued. Should the parties fail to agree as to the course to be adopted or if either of them so requires Mr. Blackburn shall at Grass Concrete's expense take the opinion of Counsel or other suitably qualified expert in the territory where the said infringement or alleged infringement may subsist as to whether an infringement action is likely to be successful and send to Grass Concrete a copy of such opinion

(C) In the event of Mr. Blackburn being advised by such Counsel or expert as aforesaid that proceedings to prevent any such infringement are likely to be successful Grass Concrete shall be entitled in the name of Mr. Blackburn but at its own expense to institute and generally have the conduct of such proceedings or otherwise to attempt to cause the infringement to cease

(D) In the circumstances mentioned in sub-clause (C) hereof Mr. Blackburn shall afford every assistance to Grass Concrete in the conduct of such proceedings or other attempts

(E) Grass Concrete shall be absolutely entitled to all such damages as may be obtained whether by Mr. Blackburn or Grass Concrete in any such proceedings or attempts as aforesaid

RECEIVED
JUL 11 1966
E.C.

12. (A) Each of the parties hereto shall communicate to the other any information relating to Improvement Inventions immediately on becoming possessed thereof. Provided that where any such information is obtained from some other party only on payment being made therefor the parties hereto shall contribute equally to the cost of such information

(B) If either of the parties hereto shall make any Improvement Invention during the continuance of this Agreement such party (in this subclause referred to as "the Inventor") shall be entitled to make application in the Territory for letters patent in respect thereof provided that if the Inventor does not apply for letters patent in respect of such invention he shall immediately inform the other party and such other party shall have the right to acquire such invention and all right title and interest therein and the right to apply for letters patent in respect thereof in the Territory to the intent that letters patent shall issue in the name of that other for the sum of £1 to be paid to the Inventor. This subclause shall accordingly be construed as a contract of option and such option shall be exercisable by notice in writing given to the Inventor by the other party within three months of such notification as aforesaid. The Inventor shall at the expense of the other party execute all documents and forms and all things necessary to vest such invention in such other party and shall at the request and cost of the other party assign such invention and the priority date of any convention application to the other as beneficial owner

RECEIVED
PUBLIC
OFFICE
1961

(C) If Mr. Blackburn shall whether as a result of an option granted by virtue of sub-clause (B) hereof or otherwise obtain letters patent in respect of any Improvement Invention made during the continuance of this Agreement he shall forthwith grant to Grass Concrete a royalty-free exclusive licence to use the invention the subject of such letters patent for the duration of the term of this Agreement

13. Any information communicated in confidence under this Agreement shall be treated as confidential by the recipient until such time as the same is published by the communicating party or is contained in a published patent specification or is in the public domain otherwise than by breach of this Agreement. This provision shall not prevent any disclosure of such information by Grass Concrete to any of its sublicencees or subcontractors provided that such disclosure is made under terms of confidence not less severe than those imposed by the party originally communicating such information

14. (A) Grass Concrete shall at its own expense exploit the Inventions and market products manufactured in accordance with the specifications of the Inventions and of good and marketable quality and shall during the continuance of this Agreement use all reasonable endeavours to promote the sale of such products Provided that if in any territory Grass Concrete is not able properly to perform its obligations under this sub-clause by virtue of an infringement or alleged infringement of the Patents or

RECEIVED
11/10/1971
G. P. B. C. C.

[Handwritten signature]

any of them which is not abated in accordance with the provisions of Clause 11 hereof Grass Concrete shall be relieved of all liability under this sub-clause

- (B) Grass Concrete shall permit any duly authorised representative of Mr. Blackburn upon reasonable notice to enter into or upon any premises of Grass Concrete where any such products as aforesaid are manufactured or stored by Grass Concrete for the purpose of inspecting the same and the manner of manufacture thereof and generally of ascertaining that the provisions of this Agreement are being complied with by Grass Concrete

15. During the continuance of this Agreement

- (A) Mr. Blackburn shall act as a consultant for Grass Concrete and in such capacity he shall from time to time perform such advisory services as Grass Concrete shall reasonably require in connection with the exploitation of the Inventions and the Improvement Inventions in the Territory
- (B) Grass Concrete shall reimburse to Mr. Blackburn all reasonable travelling hotel and other expenses properly incurred by him in the performance of his services as consultant Provided however that such expenses shall not exceed such reasonable amount per day as may from time to time be agreed by Grass Concrete and Mr. Blackburn
- (C) If pursuant to subclause (A) hereof Mr. Blackburn is required
- E.C.*

by Grass Concrete to travel outside the United Kingdom
Grass Concrete shall pay to Mr. Blackburn a fee at a
rate to be agreed for each day so spent by Mr. Blackburn
outside the United Kingdom

(D) Mr. Blackburn shall have the right to attend but not to
vote at meetings of the Board of Directors of Grass
Concrete

16. Each of the parties hereto hereby agrees to indemnify the other
party against loss damage or expense which it or he may suffer
or incur through any breach by the other party of the provisions
of this Agreement
17. Nothing in this Agreement or in the licences to be granted pursuant
hereto shall be construed as a representation or warranty
that the Patents are valid or that manufacture use sale lease or
any other disposition thereunder is not an infringement of any
valid and subsisting letters patent not held by Mr. Blackburn
18. Grass Concrete shall not at any time dispute the validity of the
Patents or any of the claims thereof or assist or advise any
persons to do so or oppose the grant of the Patents pursuant to
the Applications and shall not oppose any application by Mr.
Blackburn for any extension of the term thereof
19. This Agreement shall be for a term of twenty-one years from the
date hereof unless determined in accordance with Clause 20
hereof and shall enure for the benefit of and be binding upon

E.C.

the three parties hereto and upon their respective successors in title and assigns

20. (A) Either of the parties hereto shall have the right to terminate this Agreement by notice in writing at any time if the party on whom such notice is served shall:

(i) remain in breach of any term of this Agreement for more than thirty days after being served with notice in writing of such breach, or, if such breach shall require more than thirty days to remedy, shall not have commenced such remedying at the end of such thirty days and does not thereafter diligently pursue the same, or

(ii) have a receiver appointed of the whole or any part of its assets or if an order is made or a resolution passed for the winding up of such party (being a company) or if such party (being an individual) shall have become bankrupt or have execution levied against him

(B) Either of the parties hereto shall have the right to terminate this Agreement by notice in writing at any time if within six months after the date hereof the rights granted or agreed to be granted by Mr. Blackburn under the Chichester Agreement and the Northern Agreement shall not have been revested in Mr. Blackburn

g.c.

21. (A) Any termination of this Agreement shall:

- (i) be without prejudice to the rights of either party against the other which may have accrued due up to the date of such termination and shall (subject as hereinafter provided) be without prejudice to the rights of Grass Concrete to dispose of or use stocks of any material used in the laying of concrete in accordance with the Inventions subject to the payment of royalties in respect thereof as herein provided
- (ii) entitle Mr. Blackburn to purchase any such stocks from Grass Concrete at Grass Concrete's current list price therefor less 5 per cent
- (iii) automatically convert each sublicense into a non-exclusive licence with Mr. Blackburn so that the same may continue to exist on the same terms as this Agreement
- (iv) not release either party from the provisions of Clause 13 hereof

(B) On termination of this Agreement by Mr. Blackburn Grass Concrete shall immediately return to Mr. Blackburn all drawings and information supplied by him pursuant to this Agreement and all copies thereof in its custody possession or power

22. (A) In consideration of the premises G.I.P. hereby guarantees that if Grass Concrete shall make default in payment of

g.c.

any sum due to Mr. Blackburn under Clause 4 (B) hereof for the space of one month G.I.P. shall (upon a written request from Mr. Blackburn) pay to Mr. Blackburn the said sum

23. Any notice to be given hereunder may be given by being sent by prepaid first class post to the address appearing at the head of this Agreement of the party to be served or to such other address as that party shall have indicated in writing to the others and shall be deemed to have been received when it should have been received in the ordinary course of post

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written

SIGNED by JACK)
BLACKBURN in the)
presence of:-)

(signed) J. Blackburn

Margaret Laura Carter.
13, East End Crescent,
Boyston, Barnsley,
Yorkshire.

SIGNED by R.M.)
WALKER)
on behalf of GRASS)
CONCRETE LIMITED)
in the presence of:-)

(signed) Rodney M. Walker

Julia Ann Metcalfe .
"Y - Not".
12, Thornes Moor Road,
Thornes, Wakefield.



SIGNED by G.M.
RICHARDSON
on behalf of GENERAL
INDUSTRIAL PLASTICS
(HOLDINGS) LIMITED
in the presence of:-)

(Signed) G.M. Richardson

N.J. Ziman.
150, Cheapside,
London E.C.2.
Solicitor.

ec

THE FIRST SCHEDULE above referred to

<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>
United Kingdom	47078/68 ✓	4th October, 1968
United Kingdom	37251/69 ✓	24th July, 1969
United Kingdom	21958/70	7th May, 1970
United Kingdom	37287/70	1st August, 1970
United Kingdom	1175/71	11th January, 1970 JB. GMR.
Canada	100352	8th December, 1970 RMW.
Germany	P2063419.9	23rd December, 1970
Holland	71.00048	1st January, 1971 JB.
Ireland	1176/70	6th October, 1971 GMR.
Spain	386649	19th December, 1970 RMW.
United States of America	22455	25th March, 1970. JB.
United Kingdom	8237/71	27th March, 1971 GMR. RMW.

cc.

THE SECOND SCHEDULE above referred to

Application Number

Date of Filing

47078/68)
37251/69)

4th October, 1968
24th July, 1969

(Cognate complete specification filed 3rd October, 1969)

21958/70
37287/70

7th May, 1970
1st August, 1970

ee

THE THIRD SCHEDULE above referred to

THIS LICENCE made the _____ day of
197 BETWEEN JACK BLACKBURN of

(hereinafter called "Mr. Blackburn" which expression shall where
the context admits include his successors and assigns) of the one
part and GRASS CONCRETE LIMITED of

(hereinafter called "the Licensee" which expression where the con-
text admits includes its successors and assigns) of the other part

WITNESSETH that Mr. Blackburn HEREBY GRANTS to the Licensee
an exclusive licence under Letters Patent Number
upon the terms and conditions of an Agreement dated the
day of _____ 1972 and made between the parties
hereto.

IN WITNESS, etc.

E.C.