

Please do not write in this margin

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

* insert full name of company

COMPANIES FORM No. 395

NAT WEST 388987

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

FEE con PAID

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

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

Name of company

For official use Company number

COMPANIES HOUSE

2189095

Interglas Technologies Limited (the "Company")

Date of creation of the charge

6 June 2003

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

Debenture

Amount secured by the mortgage or charge

Please see the attached Schedule, part 1.

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

Saint Gobain Vetrotex Deutschland GmbH of Bicherouxstrasse 61, D-52134, Herzogenrath, Germany (the "Chargee")

Postcode

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

Leighton Hazell Osborne Clarke 2 Temple Back East BS1 6EG DX 7818 Bristol

Time critical reference

For official use Mortgage section

Post room



COMPANIES HOUSE

10/06/08

	write in this margin
	Please complete legibly, preferably in black type or bold block lettering
	A fee of £10 is
	Companies House in respect of each
	register entry for mortgage or charge.
Date 10 June 2003	(See Note 5)
	*Delete as appropriate
	Date 10 June 2003

- 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 CF4 3UZ.

1999 Edition

Interglas Technologies Limited Schedule to Form 395

1. Amount secured by mortgage or charge

The Company covenanted that it will on demand pay to the Chargee all monies and discharge all obligations and liabilities hereafter due to the Chargee in accordance with the terms of payment provided for in any trading agreement between the Chargee and any of the Group Companies and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Chargee or otherwise acquired by the Chargee, denominated in whatever currency or incurred in relation to goods and services supplied by the Chargee to any of the Group Companies. Provided that the liability of the Company under the Debenture shall not include monies due to the Chargee prior to or at the date of execution of the Debenture and shall not exceed in aggregate with any sums due under the First Debenture the sum of 2,300,000 Euro together with interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, expenses and other charges and all legal and other costs on a full and unqualified indemnity basis, when the same become due for payment or discharge.

The Company undertakes with the Chargee to pay on demand all costs, charges and expenses incurred by or on behalf of the Chargee or by any Receiver in or about the enforcement or preservation or attempted enforcement or preservation of any of the security created by or pursuant to the Debenture or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Company (as well after as before judgement).

2. Short particulars of property mortgaged or charged

The Company, with full title guarantee, charged subject to the Barclays Security to the Chargee as a continuing security for the payment and discharge of the Secured Obligations:

- by way of a legal mortgage, the property known as land at Westbury, Sherborne together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- 2.2 by way of a legal mortgage, all freehold and leasehold property wheresoever situate (other than any property specified in 2.1 and any heritable property in Scotland) owned by the Company at the date of the Debenture or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- 2.3 by way of a fixed charge (to the extent not the subject of a legal mortgage by

virtue of clause 2.1 or 2.2 all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) at the date of the Debenture or thereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

- 2.4 by way of a fixed charge, the plant, machinery and equipment (if any) specified in the attached schedule and the benefit of all contracts and warranties relating to the same;
- 2.5 by way of a fixed charge, each and every item of plant, machinery and other equipment (other than any property specified in 2.4) which has an open market value of £1000 at the date of the Debenture or thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- 2.6 by way of a fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, at the date of the Debenture or thereafter owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- 2.7 by way of a fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever at the date of the Debenture or thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any encumbrances, collateral instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 2.8 or 2.9;
- 2.8 by way of a fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including without limitation the Accounts;
- 2.9 by way of a fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
- 2.10 by way of a fixed charge, the goodwill and uncalled capital of the Company;
- 2.11 by way of a fixed charge, all patents, trade marks and service marks registered designs (in each case whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer

programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company.

2.12 by way of a floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 2 or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

The Company entered into the following undertakings pursuant to the Debenture:

- 3. The Company covenanted that it will not without the prior written consent of the Chargee:
 - (a) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and (ii) disposals expressly permitted by the terms of the Debenture; or
 - (b) create or attempt to create or permit to subsist (other than the Barclays Security) in favour of any person other than the Chargee any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land; or
 - (c) without limiting the generality of clauses 3(a) and 3(b), dispose of, or create or attempt to create or permit to subsist (other than the Barclays Security) or arise any Encumbrance (other than those arising by operation of law or liens in respect of trading obligations which are subsequently discharged within 14 days) on or over, the Debts or any part thereof or release, set off or compound or deal with the same.
- 4. The Company shall if and when at any time required by the Chargee execute such further Encumbrances and assurances in respect of the Charged Assets and in similar terms in the Debenture in favour or for the benefit of the Chargee and do all such acts and things as the Chargee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Chargee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.
- 5. The Company by way of security irrevocably appointed the Chargee and any Receiver severally to be its attorney in its name and on its behalf:
- 5.1 to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Charged Assets or for vesting the same in the Chargee, its nominees or any purchaser;
- 5.2 to sign, execute, seal and deliver and otherwise perfect any further security

document referred to in clause 4; and

5.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under the Debenture or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Debenture.

6. Continuing security

The Debenture and the obligations of the Company under the Debenture shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

Definitions:

- "Account Bank" means Barclays Bank plc with which the Company maintains one or more Accounts.
- "Account" means each account from time to time opened or maintained by the Company at such branch of the Account Bank and all rights, benefits and proceeds in respect of such account.
- "Barclays Security" means a debenture granted by the Company to Barclays Bank plc dated 26 November 2002.
- "Charged Assets" means all assets of the Company described in clause 2.
- "Debts" means the assets of the Company described in clause 2.7.
- "Default Rate" means the default rate provided for in the trading agreement between the parties to the Debenture.
- "Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind.
- "First Debenture" means the debenture dated 9 May 2003 between the parties to the Debenture.
- "Fixtures" means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.
- "Floating Charge Assets" means the assets of the Company from time to time charged by the Debenture by way of floating charge.

"Group Companies" means the Company (Interglas Technologies Limited (Company Number 2189095)); Interglas Technologies AB, of Benzstrasse 14, Erbach, Germany; Interglas Technologies SA, of rue Chesseroux, Battrice, Belgium and Interglas Technologies SarL, of Zone Industrielle, B.P. 23, 68550 Malmerspach, France, including any other subsidiary company or sister company within the group from time to time.

"Receiver" means any one or more receivers and/or managers or administrative receivers, or administrator, appointed by the Chargee pursuant to the Debenture or by virtue of the powers granted to the Chargee by the Debenture in respect of the Company or over all or any of the Charged Assets.

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 1.

	Can date	Acquis val	Accum den	Book val Curr
6100061	16/02/1988	1,484,836	-868,061	ĸ
	16/02/1988	195,000	0	195,000 GBP
000006100256 ROOF (FINISHING DEPT)	22/11/1992	167,241	-65,224	102,017 GBP
	01/07/2001	108,739	-19,029	89,710 GBP
LIGHTING SYSTEM	21/05/2001	118,627	-33,364	85,263 GBP
	26/01/1991	76,502	-35,659	40,843 GBP
	01/09/1999	64,531	-24,200	
000006100705 ALTERATIONS-MAIN OFFICES	01/06/1996	55,617	-15,934	
000006100181 CHEMICAL STORE	23/05/1992	66,730	-27,689	39,041 GBP
1	18/06/1997	43,939	-10,470	
000000061015 INCINERATOR PLANT	29/06/2001	28,010	0	28,010 GBP
	30/09/1989	9/9'09	-33,783	26,893 GBP
*	21/08/2001	31,221	-7,808	23,413 GBP
	21/08/2001	31,221	-7,808	23,413 GBP
000006101011	21/08/2001	31,221	-7,808	23,413 GBP
000006101019 GENKINGER BATCHLIFT TRUCKTYPE EE-KHUR 30/10	01/01/2002	21,108	-3,299	
000006101008 CENTREWIND BATCHER 280CM (TO OPERATE WITH G6100	30/11/2001	22,250	-4,868	17,382 GBP
000006100656 SITE CIVIL WORKS (HARDSTANDING BY RAILWAY)	01/07/1995	24,358	-7,549	16,809 GBP
000006100269 CHEMICAL MIX AREA WORKS	31/01/1994	25,957	-9,348	16,609 GBP
000000061016 ELECTRONIC TENSION CONTROL SYSTEM - F5 RANGE	11/09/2001	15,000	0	15,000 GBP
000006100635 SITE CIVIL WORKS	01/01/1995	19,690	-6,501	
000006100827 UNIVERSAL TESTING MACHINEZWICK Z050/TH3	27/08/1997	30,000	-17,250	12,750 GBP
000006100823 ALPHA BUILDING ANTI-SLIP FLOOR TREATMENT	01/07/1997	15,390	-3,545	11,845 GBP
000006101020 JAMETTI WARP BEAMS (12) FOR BARBER COLMAN MIC	15/03/2002	13,000	-1,625	11,375 GBP
000006100176 ENGINEERS WORKSHOP	30/11/1989	21,339	-11,458	
000006100654 RACKING (PALLET)	01/07/1995	39,022	-30,243	8,779 GBP
000006101018 CONTROL UNITS FOR STRAKE YARN FEEDERS (10)	12/10/2001	9,316	-2,038	7,278 GBP
000006100649 BETAGUAGE MEASURING SYSTM	01/09/1995	32,000	-24,800	7,200 GBP
000000061018 BATCHING MOTION FRAME	14/12/2002	2,000	0	
000006100634 CANTEEN BUILDING	01/11/1994	10,360	-3,623	
000006100260 ELEC.SUB-STATION (RESITE)(BUILDING WORKS)	29/05/1993	10,250	-3,785	6,465 GBP
4.5	22/07/1996	8,740	-2,366	
000006100973 BARCO CYCLOPS SYSTEM	12/07/2001	8,140	-1,781	
1.1	18/07/2001	8,456	-2,114	
	21/09/1991	11,905	-5,570	
000006100847 DUCTWORK (NEW COATER TO INCINERATOR)	28/10/1997	22,300	-16,031	
000006101021 JAMETTI FLANGES 914MM (30) FOR BARBER COLMAN M/C	15/03/2002	6,850	-857	
100	01/10/1996	7,875	-2,126	
OVEN (AEW) BUILDING WOI	31/07/1990	11,547	-5,918	
A 15	01/07/1999	10,417	-4,883	
000006100065 ROADWAY RESURFACING	31/12/1989	12,000	-6,591	
000006100951 FIBROSCAN 5010 FILAMENT DETECTOR	09/08/2000	8,237	-2,832	
000006100979 AUDIOMETRIC SOUND BOOTH	29/08/2001	6,116	-1,071	
UNIVERSAL STRENGTH TESTER	29/08/1996	15,155	-10,233	
5	04/09/2001	5,834	-1,277	
000006100063 FACTORY STEEL CLADDING	30/04/1988	11,200	-6,691	4,509 GBP
	0	7		

•

Made 18	Cap.date /		Accum.dep.	Book val. Curr.
000006100808 ROLLER DOOR	28/02/1997	5,959	-1,488	4,471 GBP
000006100817 OTTERMET EXTENSION CUBICLE(ELECTRICAL SWITCHBOARD)	08/04/1997	11,035	-6,604	
000006100926 COOLING TOWER. BUCKINGHAMB/5 TWIN CELL	13/12/1998	7,920	-3,762	4,158 GBP
	31/05/1989	9,486	-5,394	4,092 GBP
	04/08/1997	14,288	-10,277	4,011 GBP
	04/08/1997	14,289	-10,278	4,011 GBP
1.5	04/08/1997	14,289	-10,278	4,011 GBP
	24/04/1998	6,570	-3,451	3,119 GBP
	05/11/1997	10,910	-7,843	3,067 GBP
OIL/WATER SEPARATOR 24	28/05/2002	3,500	-547	2,953 GBP
	21/04/1998	5,926	-3,113	2,813 GBP
1. 17	13/01/2003	3,086	-289	2,797 GBP
ULTRASONIC REED CLEANING	04/06/1997	12,623	-9,863	2,760 GBP
TUCK-IN MOTION	08/03/2000	4,490	-1,825	2,665 GBP
	31/07/1996	8,000	-5,400	2,600 GBP
WARP TYING FRAME KR/	07/06/2001	3,480	626-	2,501 GBP
000006100910 DOOR (FAST ACTION) (WEAVESHED)	30/04/1998	7,000	-4,594	2,406 GBP
DOOR (FAST ACTION)	30/04/1998	2,000	-4,594	2,406 GBP
WATER LEVEL CONTROL	10/06/1996	8,124	-5,771	2,353 GBP
SUSPENDED CEILING	30/09/1988	6,050	-3,726	2,324 GBP
100	27/07/2001	2,958	-647	2,311 GBP
000006100863 ROLL UP DOOR (COUNTERBAL-ANCED) 3.480M X 3.030M	12/12/1997	8,068	-5,801	2,267 GBP
27:17	31/12/1993	16,278	-14,030	
000006100964 SCISSORLIFT TABLE 1000KG (FOR USE WITH COATER 2)	10/01/2001	2,946	-829	2,117 GBP
000006100939 YARN FEEDER (SULZER RUTI L5100 V170)	19/06/2000	3,561	-1,447	
000006100940 YARN FEEDER (SULZER RUTI L5100 V170)	19/06/2000	3,561	-1,447	
000006100941 YARN FEEDER (SULZER RUTI L5100 V170)	19/06/2000	3,561	-1,447	2,114 GBP
	19/06/2000	3,561	-1,447	
000006100943 YARN FEEDER (SULZER RUTIL5100 V170)	19/06/2000	3,561	-1,447	
000006100944 YARN FEEDER (SULZER RUTI L5100-V170)	19/06/2000	3,561	-1,447	
	19/06/2000	3,561	-1,447	
YARN FEEDER (SULZE	19/06/2000	3,561	-1,447	
YARN FEEDER	19/06/2000	3,561	-1,447	
YARN FEEDER (SULZER RUTI L5100 V170)	19/06/2000	3,561	-1,447	
ROLL UP DOOR (COUNTERBAL	12/12/1997	7,206	-5,181	
	18/05/2001	2,595	-585	
	06/02/1997	5,190	-3,204	
WINDOWS, CEILING ETC (TRAIN	31/10/1988	7,931	-2'8'9	
000006100671 BEAM & HEALD TRUCK (MODEL 10)	05/02/1996	20,020	-18,147	
100	30/09/1990	11,060	-9,206	
	05/11/1997	6,035	-4,337	1,698 GBP
000006101014 YALE ELECTRIC CHAIN HOIST	09/10/2001	2,125	-465	
	13/02/1998	4,745	-3,115	1,630 GBP
1. 5 -	13/02/1998	4,745	-3,115	
	13/02/1998	4,745	-3,115	1,630 GBP
000006100878 CENTRE WINDER Z\$ 1000 B	13/02/1998	4,745	-3,115	1,630 GBP
	1			
	. (20			

20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 20/06/2001 1,746 -601 1,145 30/09/1993 8,250 -7,111 1,139 30/09/1993 2,281 -1,197 1,084 30/04/1993 1,920 -13,868 1,020 30/04/1993 1,920 -913 1,007 3,494,824 -1,644,384 1,850,440 0 0
YARN FEEDER (TE STRAKE) SCRUB TESTER PRECISION SAMPLE CUTTER (MESSMER) SERIAL NO. 5783 INSTALLATION COSTS, OF NEWCOATING MACHINE CREEL (HACOBA)EX INTERGLS THICKNESS TESTER (ALPHA LAB) HETA 100 HELIOS TOTALS

FILE COPY



OF A MORTGAGE OR CHARGE

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

COMPANY No. 02189095

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th JUNE 2003 AND CREATED BY INTERGLAS TECHNOLOGIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SAINT GOBAIN VETROTEX DEUTSCHLAND GMBH 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 10th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 2003.

Ot. Now.



