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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

U1428

2095397

Name of company

\* Superglass Sections Limited

Date of creation of the charge

23rd July 1999

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

Debenture

Amount secured by the mortgage or charge

See Annexure A

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

3i plc ("the Security Trustee")  
91 Waterloo Road  
London

Postcode SE1 8XP

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

Addleshaw Booth & Co  
Sovereign House, PO Box 8,  
Sovereign Street, Leeds, LS1 1HQ

LSH/395super.lfd

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Annexure B

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Abdullah bin e b

Date

30/7/19

On behalf of [company] (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 CF4 3UZ

### Annexure A

All moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety) to the Security Trustee or any of the Investors pursuant to the Deed of Guarantee (other than dividend on any shares) (hereinafter "the Secured Liabilities").

"Investors" shall mean 3i Group plc and 3i Parallel Ventures LP and any other person who becomes a party to the 1999 Investment Agreement as an Investor under its terms so long as it remains a party to the 1999 Investment Agreement.

"1999 Investment Agreement" shall mean the first supplemental investment agreement of even date between Encon Limited (1) the Management Team (as defined therein) (2) 3i plc (3) 3i Group plc (4) and 3i Parallel Ventures LP (5) as the same may be varied or amended from time to time.

"Deed of Guarantee" shall mean the deed of guarantee and indemnity of even date between the Company and others and 3i plc.

## **Annexure B**

The Company with full title guarantee hereby charges to the Security Trustee with the payment and discharge of the Secured Liabilities:

FIRSTLY by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;

SECONDLY by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;

THIRDLY by way of fixed charge all book debts and other debts both present and future due or owing to the Company;

FOURTHLY by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;

FIFTHLY by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;

SIXTHLY by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs.

The Company shall not without the previous written consent of the Security Trustee:

- (a) sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
- (b) sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;
- (c) create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges hereby created;
- (d) allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

**FILE COPY**



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

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

COMPANY No. 02095397

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd JULY 1999 AND CREATED BY SUPERGLASS SECTIONS LIMITED FOR SECURING ALL MONEYS AND LIABILITIES NOW OR AT ANY TIME HEREAFTER DUE OR OWING FROM THE COMPANY TO 3i PLC (ACTING FOR ITSELF AND ON BEHALF OF THE INVESTORS) AND TO THE INVESTORS (AS DEFINED) OR ANY OF THEM PURSUANT TO THE DEED OF GUARANTEE OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th AUGUST 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**C O M P A N I E S   H O U S E**