

M

COMPANIES FORM No. 395

029634178

395

CHWP000

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in black type, or
bold block lettering

Particulars of a mortgage or charge

A fee of £13 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



759991

Name of company

* insert full name
of Company

* EUROSTEEL PRODUCTS LIMITED (the "Pledgor")

Date of creation of the charge

20 November 2006

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

T Pledge

Amount secured by the mortgage or charge

4
10

Monies, obligations and liabilities, whether actual or contingent, now or hereafter due to the Pledgee by the Pledgor (whether alone or jointly in whatever style, name or form and whether as principal or surety) which shall have been advanced in order to finance particular Pledged Goods (as defined below in short particulars of property charged), including liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills or under bonds, guarantees, indemnities, documentary or other credits or instruments from time to time entered into by the Pledgee for or at the request of the Pledgor in connection with the finance of such particular Pledged Goods together with interest (as well after as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all reasonable commissions, fees, expenses and other charges (including those of the Pledgee's nominees and agents) and all reasonable legal and other costs incurred by the Pledgee in relation to such instruments or such particular Pledged Goods.

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

T Australia and New Zealand Banking Group Limited (the "Pledgee")

Minerva House, Montague Close,

London

Postcode SE1 9DH

Presenter's name address and
reference (if any) :Robin Arthur, Legal Dept., ANZ,
Minerva House, Montague Close,
London SE1 9DH

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



AHCKXKSW

A04

24/11/2006

574

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. Each negotiable instrument (including bills of exchange and promissory notes) and each bill of lading, warrant, delivery order, wharfinger's or other warehouse keeper's certificate or receipt (including, without limitation, a forwarder's certificate of receipt), policies and certificates of insurance and the documents of title and the produce to which the same relate (the "Pledged Goods") which are now or hereafter in the Pledgee's possession (whether actual or constructive) or warehoused or stored in its name or in the name of its agent or nominee or received by, deposited or lodged with, transferred to or otherwise held by the Pledgee or to its order or under the control of the Pledgee, its agent or nominee.

[See Continuation Sheet No. 1]

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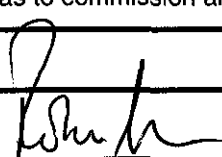
*Please complete
legibly, preferably
in black type, or
bold block lettering*

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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 23 NOVEMBER 2006

On behalf of ~~company/mortgagee/chargee~~†

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

759991

Name of company

* delete if
inappropriate

EUROSTEEL PRODUCTS LIMITED (the "Pledgor")

~~limited~~*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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bold block lettering*

2. All Receivables, which are defined as:

- (a) all present and future contracts (including any proceeds of sale and claims for damages and insurance arising thereunder) which the Pledgor may enter into with respect to any Pledged Goods which have been purchased or held by the Pledgor with the assistance of finance provided by the Pledgee, whether by the issue or confirmation of a guarantee, letter of credit, payment undertaking, the making of cash advances, the acceptance or discount of bills or in any other manner;
- (b) all guarantees, letters of credit, letters of indemnity or similar obligations issued or incurred by third parties to the Pledgor with respect to such Pledged Goods or any contract of sale relating thereto;
- (c) any present or future claims the Pledgor may have against a carrier of any such Pledged Goods in respect thereof, whether pursuant to a bill of lading or otherwise;
- (d) any present or future wash-out, book-out, circle settlement, netting or other similar arrangement or agreement pursuant to which the rights and obligations of the parties to two or more contracts for the sale and purchase of a particular commodity are effectively cancelled and substituted by new payment obligations calculated by reference to the sale prices agreed in such contracts, provided that any amount so included in the definition of Receivables shall only apply to such Pledged Goods and shall not exceed the price paid the Pledgor therefor; and
- (e) all present and future things in action which may give rise to any debt, revenue or claim under or pursuant to any property described in paragraphs (a) to (d) above (which, for the avoidance of doubt, only refers to such Pledged Goods), together with the full benefit of any guarantee, security or other rights relating to any such property, including, without limitation, reservations of property rights, rights of tracing, unpaid vendors' liens and associated rights.

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legibly, preferably
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bold block lettering*

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00759991

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE DATED THE 20th NOVEMBER 2006 AND CREATED BY EUROSTEEL PRODUCTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED 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 24th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. JD