



COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
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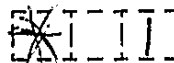
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

For official use

Company number



2739850

Name of company

* BARRETT STEEL PROPERTIES LIMITED (the "Company")

Date of creation of the charge

19th November 1992

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

Composite deed of charge (the "Deed of Charge") dated 19th November 1992 between those companies listed in schedule 1 below (including the Company) in favour of Midland Bank plc (the "Bank")

Amount secured by the mortgage or charge

All moneys and liabilities whatsoever which now are or at any time hereafter may become due, owing or payable, in any currency, to the Bank by the Company, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any current or other account, with reference to any bill, note or other security, in connection with any advance, loan, credit, instrument, guarantee or indemnity made or issued to, for or at the request of the Company, under the Facility Letters or the Guarantees or otherwise, or in any other manner whatsoever, including all amounts which may become payable or for which the Company may become liable under the Deed of Charge or the Facility Letters or the Guarantees and all commission, discount and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis), and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under

Contd.

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

Midland Bank plc, Poultry, London

Postcode

EC2P 2BX

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

Booth & Co.
Sovereign House
South Parade
Leeds LS1 1HQ
Ref: MAC/JMP

For official Use
Mortgage Section

REGISTERED

1 DEC 1992

Post room

COMPANIES HOUSE
1 DEC 1992

Time critical reference

Short particulars of all the property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities:

- (a) by way of first legal mortgage, the Properties owned by the Company or in which it is interested, including its beneficial interest in such Properties or in any proceeds of sale thereof, subject to such first legal mortgage only taking effect in respect of each of the properties numbered 1 and 10 in Schedule 2 below once the relevant underleases of the said properties numbered 1 and 10 have been formally completed in favour of Barrett Steel Limited or either of them have been formally completed and if so required by the Bank the consent of the relevant landlord to such charge being granted.
- (b) by way of assignment and transfer all the Company's right, title, interest and benefit (if any) in and to the Trade Indemnity Policies including all rights to receive payment of any amounts payable to the Company thereunder, all payments received thereunder and all rights
- Contd

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed *[Signature]*

Date *20.11.*

1992

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

† 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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in black type, or
bold block lettering

Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

~~Limited~~*

*Delete if
inappropriate

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

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the Deed of Charge or the Facility Letters or the Guarantees or any other document, arrangement or agreement between the Company and the Bank (together the "Secured Liabilities").

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

of action in respect of any breach thereof;

(c) by way of first fixed charge -

(i) all freehold and leasehold real property hereafter acquired by the Company;

(ii) all present and future goodwill of the Company and uncalled capital for the time being of the Company;

(iii) all rights in intellectual property for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto;

(iv) all book debts and other debts and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any security interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company;

(v) all rights, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties owned by the Company or in which it is interested;

(vi) all right, title and interest of the Company to and in any proceeds of any present or future insurances in respect of the Charged Property;

(vii) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise, and all other interests (including but not limited to loan capital) owned by the Company or in which the Company is interested in any person including all allotments, 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 (together the "Securities") but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities;

(d) by way of first floating charge -

(i) all freehold and leasehold real property hereafter acquired by the Company; and

(ii) the undertakings of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade) and whether or not expressed to be mortgaged or charged to the Bank under paragraphs (a), (b) or (c)

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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bold block lettering

Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

above, if and to the extent that such property, assets and rights are not or have ceased to be effectively mortgaged or charged by way of legal mortgage or fixed charge and subject to such first floating charge only taking effect with respect to any hire purchase or leasing agreement to be assigned to the Company once the relevant assignment has been formally completed in favour of the Company and if so required by the Bank the consent of the relevant landlord to such charge being granted.

N.B. Under the Deed of Charge the Company covenants with the Bank that it will not at any time during the subsistence of the Deed of Charge create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance in relation to the Charged Property securing any obligation of any person (other than liens arising in the ordinary course of trading or in respect of retention of title provisions in the ordinary course of trading) without the prior written consent of the Bank.

N.B. Under the Deed of Charge the Company undertakes further not except with the prior written consent of the Bank to purport to create or permit to subsist over all or any of the book debts and other debts referred to in paragraph c(iv) above any mortgage, charge, lien, pledge or other security other than the Deed of Charge.

N.B. Under the Deed of Charge the Company covenants further with the Bank (save as may otherwise be permitted under the Facility Letters or any of them) not, without the prior written consent of the Bank, directly or indirectly to create or permit to exist any security interest in any Equipment owned by it or in which it is interested.

SCHEDULE 1

The Companies

<u>Name</u>	<u>Registered No.</u>
<u>Barrett Steel Limited</u>	2755663
<u>Barrett Steel Buildings Limited</u>	2739854
<u>Barrett Steel Properties Limited</u>	2739850
<u>Simco 510 Limited</u> (in the course of changing its name to Henry Barrett Steel Services Limited)	2755662
<u>Simco 511 Limited</u> (in the course of changing its name to A.H. Allen Steel Services (Derby) Limited)	2762747
<u>Simco 512 Limited</u> (in the course of changing its name to Gainsborough Steel Services Limited)	2762748

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

~~limited~~*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

<u>Simco 513 Limited</u> (in the course of changing its name to Advanced Steel Services Limited)	2762749
<u>Simco 514 Limited</u> (in the course of changing its name to Consett Steel Services Limited)	2762751
<u>Simco 515 Limited</u> (in the course of changing its name to Goodman Steel Services Limited)	2762753
<u>Simstore Limited</u> (in the course of changing its name to Lilleshall Steel Services Limited)	2760565
<u>Sharestore Limited</u> (in the course of changing its name to J.H. Grant Steel Services Limited)	2755292
<u>Hopmead Limited</u> (in the course of changing its name to Yarmouth Steel Services Limited)	2761850
<u>Rymead Limited</u> (in the course of changing its name to A.H. Allen Steel Services (Northampton) Limited)	2761852
<u>Crossmatch Limited</u> (in the course of changing its name to Tubes (UK) Limited)	2762128

SCHEDULE 2

The Properties

1. Reading

Leasehold land and buildings on the South East side of Berkeley Avenue, Reading in the County of Berkshire described in and to be demised by an Underlease to be made between Henry Barrett Group plc (in receivership) (1) and Barrett Steel Limited (2) (being part of land comprising as to part an absolute title registered at H.M. Land Registry under title number BK71639 and as to the remaining part that land comprised in and demised by a Lease dated 7th November 1925 and made between Fargo Properties Limited (1) and Bambergers Materials Handling Limited (2) which underlease is to be completed after 19th November 1992.

2. Northampton

Freehold land and buildings on the South West side of Riverside Way, Northampton in the County of Northamptonshire as to part registered with absolute title at H.M. Land Registry under title number NN116338 and as to the remaining part comprised and described in a Conveyance dated 22nd April 1988 and made between L.R. Butlin Limited, Coley Wright Limited and Jaki Interiors Limited (1) and Henry Barrett Group plc (2).

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 4
to Forms Nos 395 and 410 (Scot)

Company number

2739850

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Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

3. Derby

Freehold land and buildings on the South West side of Downing Road, Derby in the County of Derbyshire registered with absolute title at H.M. Land Registry under title number DY61895.

4. Gainsborough

Freehold land and buildings known as Britannia Works, Spring Gardens, Gainsborough in the County of Lincolnshire comprising as to part the land comprised and described in a Conveyance dated 31st August 1990 and made between Gainsborough Steel Services Limited (1) and Henry Barrett Group plc (2) and as to the remaining part the land comprised and described in a Conveyance dated 23rd June 1992 and made between British Railways Board (1) and Henry Barrett Group plc (2) all of which land is in the course of registration of title at H.M. Land Registry under title number LL66990.

5. Consett

Freehold land and buildings at Bradley Industrial Estate, Leadgate, Consett in the County of County Durham registered with absolute title at H.M. Land Registry under title number DU161976.

6. Gloucester

Land and buildings on the North West side of Bristol Road, Gloucester in the County of Gloucestershire comprising a leasehold part described in and demised by a Lease dated 3rd August 1989 and made between British Waterways Board (1) and Lillleshall Steel Services Limited (2) and a remaining freehold part registered with absolute title at H.M. Land Registry under title number GR77026.

7. Great Yarmouth

Freehold land and buildings at Gapton Hall Industrial Estate, Great Yarmouth comprised and described in a Conveyance dated 31st August 1990 made between Yarmouth Steel Services Limited (1) and Henry Barrett Group plc (2) and presently in the course of registration of title at H.M. Land Registry under allocated title number NK102841.

8. Oxford

Freehold premises known as 65A and 65B St. Mary's Road/Cowley Road, Oxford in the County of Oxfordshire registered with absolute title at H.M. Land Registry under title number ON110564.

9. Bradford

Freehold land and buildings at Cutler Heights Lane, Bradford in the County of West Yorkshire comprising as to part absolute title registered at H.M. Land Registry under title number WYK430997 and as to the remaining part comprised and described in the following deeds of assurance:-

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

~~Limited~~

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

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<u>Date</u>	<u>Assurance</u>	<u>Parties</u>
20th October 1925	Conveyance	Bowling Green Company (1) Henry Barrett and Sons Limited (2)
8th July 1954	Conveyance	Bowling Green Cor (1) Henry Barrett and Sons Limited (2)
27th May 1963	Conveyance	Co-operative Wholesale Society Limited (1) Henry Barrett and Sons Limited (2)
28th September 1920	Indenture	Guy Barrett and Ernest Barrett (1) Henry Barrett and Sons Limited (2)
1st April 1971	Conveyance	R.P. Bradley and Company Limited (1) Allied Breweries (UK) Limited (2) Henry Barrett and Sons Limited (2)
9th January 1987	Conveyance	British Railways Board (1) Henry Barrett and Sons Limited (2)

10. Walton le Dale, Preston

Land and buildings on the North side of Winery Lane, Walton-le-Dale, Preston in the County of Lancashire described in and to be demised by an Underlease to be made between Henry Barrett Group plc (1) and Barrett Steel Limited (2) which underlease is to be completed after 19th November 1992.

SCHEDULE 3

TRADE INDEMNITY POLICIES

Part 1

<u>Policy No:</u>	<u>Names of Insured:</u>	<u>Company No:</u>	<u>Date:</u>
1. 102726801	Henry Barrett Steel Buildings PLC	01375517	27.04.92
	Henry Barrett Steel Buildings Divisions Limited	00338002	

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No. 6
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

~~Limited~~

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

Amount due or owing on the mortgage or charge (continued)

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

Short particulars of all the property mortgaged or charged (continued)

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2.	101576801	Henry Barrett Steel Services PLC Henry Barrett Steel Services Division Limited	01695764 00380532	06.05.92
3.	100727801	Advanced Steel Services Limited Henry Barrett Steel Division Limited	00346904 00380532	30.04.92
4.	100729401	A.H. Allen Steel Services (Northampton) Limited Henry Barrett Steel Services Division Limited	00241441 00380532	06.05.92
5.	100728601	A.H. Allen Steel Services (Derby) Limited Henry Barrett Steel Services Division Limited	02468064 00380532	28.04.92
6.	103413201	Consett Steel Services Limited Henry Barrett Steel Services Division Limited	02500182 00380532	30.04.92
7.	100731001	Gainsborough Steel Services Limited Henry Barrett Steel Services Division Limited	01423489 00380532	06.05.92
8.	100735101	Goodman Steel Services Limited Henry Barrett Steel Services Division Limited	02147526 00380532	28.04.92
9.	100736901	J.H. Grant Steel Services Limited Henry Barrett Steel Services Division Limited	00232630 00380532	30.04.92
10.	100733601	Lilleshall Steel Services Limited Henry Barrett Steel Services Division Limited	00917835 00380532	06.05.92
11.	015102700	Yarmouth Steel Services Limited Henry Barrett Steel Services Division Limited	01132452 00380532	06.05.92

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 7
to Forms Nos 395 and 410 (Scot)

Company number

2739850

Please complete
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bold block lettering

Name of company

BARRETT STEEL PROPERTIES LIMITED (the "Company")

limited

*Delete if
inappropriate

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

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Amount due or owing on the mortgage or charge (continued)

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

Part 2

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

<u>Policy No:</u>	<u>Names of Insured:</u>
104436201	Henry Barrett Steel Buildings
104435401	Yarmouth Steel Services
104434701	Advanced Steel Services
104433901	A.H. Allen Steel Services (Derby)
104432101	A.H. Allen Steel Services (Northampton)
104431301	Gainsborough Steel Services
104437001	Tubes (UK)
104441201	Goodman Steel Services
104439601	Lilleshall Steel Services
104440401	Consett Steel Services
104442001	J.H. Grant Steel Services
104438801	Henry Barrett Steel Services

DEFINITIONS

For the purposes of this form 395 the following definitions shall apply:

"Charged Property" means the property, assets, undertaking and rights for the time being, subject to the security interests created by the Deed of Charge (and references to the Charged Property include references to any part of it);

"Equipment" means all plant and machinery beneficially owned by the Company and any part thereof, together with all spare parts, replacements, modifications and additions;

"Facility Letters" means the Sterling LIBOR Loan Facility Letter and the Overdraft Facility letter;

"Guarantees" means the guarantees of even date herewith executed by those companies listed in schedule 1 above (including the Company) in favour of the Bank;

"Overdraft Facility Letter" means the facility letter dated 19th November 1992 from the Bank to those Companies listed in schedule 1 above (including the Company) relating to working capital facilities;

"Properties" means the freehold and leasehold properties described in Schedule 2 above, together with all fixtures and fittings thereon;

"Sterling LIBOR Loan Facility Letter" means the facility letter dated 19th November 1992 from the Bank to Barrett Steel Limited relating to a term loan facility;

"Trade Indemnity Policies" means the indemnity insurance policies effected with Trade Indemnity plc in respect of the book debts of the Company including, without limitation any subsisting rights arising under those policies short particulars of which are set out in Part 1 of Schedule 3 above and those policies short particulars of which are set out in Part 2 of Schedule 3 above;

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 1st DECEMBER 1992
and created by BARRETT STEEL PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to MIDLAND BANK plc UNDER THE DEED OF CHARGE OR
THE FACILITY LETTERS OR THE GUARANTEES AS DEFINED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 1st DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th DECEMBER 1992

No. 2739850

pos

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69a(Y3)