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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

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

To the Registrar of Companies

For official use

Company number

2

1872933

Name of company

\* BANRO SECTIONS LIMITED ("the Company")

\*Insert full name  
of company

Date of creation of the charge

18TH JANUARY 1999

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

Fixed Charge over Chattels created by a Deed dated 18/01/99 and made between (1) the Company and (2) NMB-Heller Limited of Park House, 22 Park Street, Croydon CR9 1RD ("NMBH"), such instrument being referred to herein as the "Deed".

Amount secured by the mortgage or charge

All monies whatsoever, present or future, actual or contingent, due owing or incurred by the Company to NMBH and whether incurred as principal or surety or alone or jointly with any other person (the "Secured Obligations", which expression shall also include (i) all costs, charges, liabilities and expenses incurred by NMBH and/or any Receiver appointed by it in seeking to recover the Secured Obligations and/or in the preservation or the enforcement of the Deed and the assets charged by the Deed and (ii) interest on all of such monies at the rates agreed or, in the absence of agreement at the highest rate applicable to any of the Secured Obligations). The Company covenants with NMBH on demand to pay and discharge the Secured Obligations.

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

NMB-Heller Limited

Park House, Park Street

Croydon, Surrey CR9 1RD

Postcode

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

NMB-Heller Limited  
Park House,  
Park Street  
Croydon, CR9 1RD  
Tel: 0181 256 1200  
Attn: Legal Department

For official use  
Mortgage section

Post room



A17 \*AHYF3DL5\* 662  
COMPANIES HOUSE 05/02/99

Time critical reference

## Short particulars of all the property mortgaged or charged

"Pursuant to the Deed the Company with full title guarantee charged and released to NMBH all its present and future right, title and interest in and to the following assets (the "Charged Assets") as a continuing security for the payment and discharge of all the Secured Obligations:

### Fixed and Loose Plant and Machinery

BHP Powered decoiler, 1220 x 610mm Serial No 5431  
Handford Industries 10 pass roll forming line  
Bentley Epic OB1 32 power press adjustable stroke Serial No 175  
Work run out table  
Taylor & Challen 376 No 24 power press  
Encoding system with Fuji FVR G7S control  
Atkin PC2250kg x 450mm powered decoiler Serial No W4462  
14 Pass roll former  
Bentley 20 ton power process, adjustable stroke, cut off unit and slide Serial No 134  
Run out table with mechanical stop and control switch  
2 Sided, 3 tonne, non powered decoiler  
20 Pass roll forming machine  
Bentley Epic E32 power press, adjustable stroke Serial No 137  
Run out table and work stacking table  
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## Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

18.1.99

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.

## Short particulars of all the property mortgaged or charged (Continued)

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Control system  
2 sided, 3 tonne, non powered decoiler  
9 Pass roll former  
Bentley Epic OB1 20, 20 ton power press, adjustable stroke Serial No 163  
Work run off table  
Control system  
Double sided non-powered decoiler  
McKinney 8 pass roll former  
Bentley Epic OB1 32, 32 ton power press, adjustable stroke Serial No 283  
Work run off table with mechanical stop and control switch  
Littel 2 sided, 4000lbs x 72in dia powered decoiler Serial No 4018 86513-81  
14 Pass rolling mill  
Bentley Epic Ob1 32, 32 ton power press, adjustable stoke Serial No 241  
Control and encoder system  
Run off table  
3 Tonne, 2 sided non powered decoiler  
20 Pass roll forming line  
Bentley Epic E32, 32 ton power press, adjustable stroke Serial No 2934  
Run off table  
Control system  
Bradbury 2 sided, 3 tonne, decoiler  
Bradbury 315B-8-20 8 Pass roll former Serial No 20322  
Five pass edge section  
Hydraulic cut off press  
Work run off table  
Control system  
2 Sided 5 tonne powered decoiler  
10 Pass Yoder Mill with thyristor controls  
Mechanical P50 cut-off press  
Work run off table and control system  
2 Ton, double sided decoiler  
9 Pass rolling mill  
Hydraulic cut off unit  
Run out table  
Control system  
Littel 4,000lb powered decoiler  
24 Pass rolling mill  
Bentley OB1 32 Ton power press Serial No 194  
Run off table  
Control system  
3 Ton, 2 sided decoiler  
Rollsec 12 pass rolling mill  
Bentley OB1 E32, 32 ton press Serial No 159  
Run off table  
Control system  
Atkin single side powered decoiler  
8 Pass roll former  
HME 12.5T GH12 Power press Serial No 14360  
Run off table  
Control system  
Heavy gauge beam line Inc:-  
Metform decoiler, 5 tonne  
Metform 4 pillar pre-punch encoding system  
Conveyor and controls  
12 Pass roll former 507mm x 3.5mm  
Turks-Head take off unit  
Sundry equipment  
Banro Cantilever line Inc:-  
Two sided looping pit decoiler  
Encoder rolls/pre-pierce unit  
Three punch stations  
380mm x .9mm Roll former  
Work delivery conveyor  
Printing system  
Control systems  
Ring manufacture mill inc:  
Single sided decoiler

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## Short particulars of all the property mortgaged or charged (Continued)

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Five pass roll former  
Ring cut off unit  
Control system  
Single sided decoiler  
Oliver 9 pass roll former  
Multi pierce unit  
Hydraulic cut off control system  
Eight pass Oliver roll former with ring forming  
Run out table  
Control system

### Press Section

Bentley Epic E50, 50 ton OFI power press, adjustable stroke, with interlock guards Serial No 138  
Bentley Epic E50, 50 ton OFI power press, adjustable stroke, Serial No 166  
HME GH20, 20 Ton OFI power press, adjustable stroke, ungeared (no guards) Serial No 16205  
Bentley Epic E32 32 ton OFI power press, adjustable stroke (no guards) Serial No 141  
BHP 508kg, 150 x 3.2mm set levelling rolls with expanding mandrel decoiler Serial No 9073  
HME OP40 40 ton OFI bench press, adjustable stroke, ungeared, interlock guards Serial No 11115  
Raskin R6AH, 100 ton eccentric shaft power press, with guards Serial No 100AH 697  
British Schsuler 40 ton OFI power press, adjustable stroke (no guards) Serial No PF1003/660455  
Sweeney & Blocksidge 10 ton OFI power press, adjustable stroke, ungeared (no guards) Serial No N/A  
Hydrovane 66 rotary vane air compressor Serial No 9HV125882  
Humphreys pressmaster, 10 ton eccentric shaft OFR power press with guards  
Taylor & Challen 376, 10 ton eccentric shaft press (no guards) Serial No 24  
HME LM12, 12 ton OFI power press, adjustable stroke, ungeared with guards Serial No 6007  
Turner Bros 15 ton OFI power press, adjustable stroke, ungeared, interlock guards Serial No 12107230  
Rusch 10in horizontal bandsaw Serial No N/A  
Turner Bros 15 ton OFI power press, fixed stroke, geared (no guards)  
Turner Bros TB10, 10 ton OFI power press, fixed stroke, ungeared (no guards)  
SMT-Pullmax CNC300 type pullmatic 3015/12, 30 ton turret punch press Serial No 40100-05  
Safan type SK50 x 2550, 50 ton Hydraulic downstroke press brake Serial No 97K439  
1400 x 1400mm hydraulic upender with hydraulic power pack  
Bruderer BSTA 30, 30 ton high speed blanking press Serial No N/A with double roll feed and double side power decoiler  
Purpose built hydraulic punch  
Ajax AJBM16 bench drilling machine Serial No 63807

### Toolroom

Dean, Smith & Grace 1307 x 30 SS & SC centre lathe with equipment Serial No 40176-12-74  
Archdale 36in radial arm drilling machine rise/fall table, injection brake Serial No RD7735  
Norton T8 handscrew flypress  
Do-All 16in vertical bandsaw with blade welding attachment Serial No 195  
25 ton Floor mounted, hydraulic workshop press  
8in power hacksaw Serial No 3290  
Bridgeport 42in x 9in turret head milling machine, fitted 2 axis DRO Serial No 29038 1078 U  
Stockleib 13in pillar drilling machine, 500 x 300mm rise/fall table Serial No N/A  
TOS FA3AV, vertical swivel head milling machine 53 x 9.5in table Serial No 12460  
Cunliffe 48in x 12in horizontal milling machine Serial No EFK 277  
36in x 4in pedestal horizontal Bandfacer Serial No N/A  
Jones & Shipman 540P surface grinding machine with 15in x 6in magnetic chuck and dust extraction  
Unit Serial No 1683-81  
Coolie 500kg hand hydraulic pallet truck Serial No 503/515/713

### General

Hydrovane 18.5kw rotary vane air compressor  
29 HP 18.5kw rotary vane air compressor  
Hydrovane 120 PU 18.5kw rotary vane air compressor Serial No 20HV808205  
Air blast aftercooler

### Mezzanine Floors

Minster B1-22, 22 ton high speed blanking press with 2 pneumatic feeders and control console Serial No 131-22-18633  
Elumatic DG79 twin head mitre saw Serial No 28563  
Morgan Rushworth BMG1250, 1250 x 2.5mm power guillotine Serial No 109-49089-44  
PED Powder coating line with infra red drying tunnel  
Spray booth  
Spray gun  
Continuous conveyor  
Panelkind purpose built ring rolling machine Serial No 9802

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## Short particulars of all the property mortgaged or charged (Continued)

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### Alser Welding Plant

Automated beam welding machine with bridge type welder and 2 auto feed systems  
Automated welding cell with ansea robot arm, Butters Merlyn 350 tig welder, cell enclosure, fume extraction system and controls  
Automated welding machine, with 2 CEA PPM, 100 KVA spot welders, two auto feed systems, coolmaker water chiller  
Hydrovane 33PU rotary vane, air compressor, aftercooler and drier  
GAGO underslung push/pull crane system  
Herbert 15in single spindle column drilling machine  
Allowance for minor machine tools and workshop equipment throughout  
Four Wharton 5 tonne capacity electric overhead travelling cranes

The Deed additionally provides that:

The charge created shall be a fixed charge.

If NMBH receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Charged Assets or any part thereof or interest therein NMBH may open a new account for the Company; if NMBH does not open a new account then unless NMBH gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to NMBH shall be credited to the new account and shall not operate to reduce the amount due from the Company to NMBH at the time when it received such notice.

The Company shall at any time if and when required by NMBH (and at the Company's cost) execute such further legal or other mortgages, charges or assignments in favour of NMBH as NMBH shall require over all or any of the Company's assets both present and future to secure the Secured Obligations, such further mortgages, charges or assignments to be in such form as NMBH may require.

The Company by way of security irrevocably appoints NMBH and the persons deriving title under it and any Receiver jointly and also severally to be its Attorney for it and in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of NMBH or its nominees or of any purchaser any documents which NMBH may require for perfecting its title to the Charged Assets or for vesting the Charged Assets in NMBH or its nominees or in any purchaser and otherwise generally to sign seal and deliver and otherwise perfect any legal or other mortgage, charge security or assignment as referred to above and all such deeds, assurances, agreements and documents and do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed or which may be deemed expedient by the Receiver for any of these purposes and the appointment shall operate as a general power of attorney made under Section 10 of the Power of Attorney Act 1971. The Company covenants with NMBH and separately with any such Receiver that on request it will ratify and confirm all security agreements, documents, acts and things and all transactions entered into by NMBH or such Receiver or by the Company at the instance of NMBH or such Receiver in the exercise or purported exercise of its or his powers.

Pursuant to the Deed the Company undertakes to NMBH that at all times whilst the security constituted by the Deed remains in force the Company shall:

- (a) not, otherwise than by the Deed, or unless NMBH shall have given its prior written consent, create or permit to exist any fixed or floating charge, mortgage, assignment, lien, declaration of trust, reservation or retention of title arrangement or other security (together "Encumbrance") on, or allow any competing rights whatsoever to affect, any part of the Company's property, assets or undertaking, nor enter into any agreement or arrangement to do so;
- (b) not, unless NMBH shall have given its prior written consent, assign, sell or otherwise dispose of, or permit or suffer any person to obtain any interest in, or to obtain or share the possession or use of, any of the Charged Assets, nor enter into any agreement or arrangement to do so;
- (c) deposit with NMBH for it to retain any deeds or documents relating to the Charged Assets which NMBH may from time to time require.

The Company further agrees that NMBH may (but shall be under no obligation to) at any time, without notice or demand and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its accounts with NMBH and/or set-off or transfer all and any moneys standing to the credit of any one or more accounts of the Company with NMBH or otherwise owing by NMBH to the Company in or towards satisfaction of any of its obligations or liabilities to NMBH whether present or future, actual or contingent, primary or collateral, several or joint and whether owing under the Deed or otherwise and authorises NMBH to purchase with such moneys such other currencies as may be necessary to effect such set-off or transfer at the then prevailing spot rate of exchange as conclusively determined by NMBH. All references to "NMBH" above shall include any Affiliate of NMBH."

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01872933

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE OVER CHATTELS DATED THE 18th JANUARY 1999 AND CREATED BY BANRO SECTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NMB-HELLER LIMITED ON ANY ACCOUNT WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NMB-HELLER LIMITED AND/OR ANY RECEIVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th FEBRUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 1999.

*Peter C Protheroe*

for the Registrar of Companies

*P. Pamm*



C O M P A N I E S H O U S E