

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

227157/130

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



L9HAIS4Z

LD3

03/03/2011

40

COMPANIES HOUSE

1

Company details

Company number

0 4 5 7 8 0 8 6

Company name in full

Celsa (UK) Holdings Limited (the **Chargor**)

1

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d3 m0 m2 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement dated 23 February 2011 between, among others, the
Chargor and The Royal Bank of Scotland plc (the **Security Agent**) as agent
and trustee for the Secured Creditors (as defined below) (the **Deed**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Obligor to any Secured Creditor
under any Secured Document (each as defined below),
except for any obligation or liability which, if it
were so included, would result in the Deed
contravening any law (including section 678 or
section 679 of the Companies Act 2006) (the **Secured
Liabilities**)

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland plc

Address Level 5, 135 Bishopsgate

London

Postcode E C 2 M 3 U R

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

See continuation sheets

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name PAUW 0013726-0002658

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 3367



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

(a) All the Security

- (i) is created in favour of the Security Agent,
- (ii) is security for the payment, discharge and performance of all the Secured Liabilities,
- (iii) is created subject to the terms of the Intercreditor Agreement, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 or, in relation to any rights or assets situated in Scotland or otherwise governed by Scots law, with absolute warrandice

(b) If the Chargor assigns an agreement under the Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained

- (i) the Chargor must notify the Security Agent immediately,
- (ii) unless the Security Agent otherwise requires, the Chargor must, and each other chargor under the Deed must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable, and
- (iii) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it

(c) The Security Agent holds the benefit of the Deed on trust for the Secured Creditors

(d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Deed does not affect the validity or enforceability of the Security

1.2 Land

(a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any Original Property opposite its name, and

0013726-0002658 BK 16299303 5

1

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property,

provided that, notwithstanding the foregoing, in the case of every Original Property the aforementioned legal mortgage and fixed charge shall not take effect until such time as all necessary consents to charge that Original Property in accordance with the terms of its lease (in the case of every leasehold Original Property) and to register such charge at the Land Registry (including compliance with restrictions entered on the Register of Title relating to any Original Property) have been obtained, as appropriate, from landlords, superior landlords, existing mortgagees and other third parties

- (b) A reference in the Deed to any freehold or leasehold property includes

- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

1.3 Investments

- (a) The Chargor charges by way of a first equitable mortgage

- (i) all shares in any member of the Group (excluding for the avoidance of doubt McMahon) owned by it or held by any nominee on its behalf, this includes any specified in Part 2 (Shares) of Schedule 2 (Security Assets) of the Deed opposite its name, and
- (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf

- (b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes

- (i) any dividend, interest or other distribution paid or payable,

0013726-0002658 BK 16299303 5

2

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(iii) any right against any clearance system; and</p> <p>(iv) any right under any custodian or other agreement,</p> <p>in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p>1.4 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p>1.5 Credit balances</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each General Account and each Receipts Account</p> <p>1.6 Insurances</p> <p>(a) The Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its insurances and all of its rights in connection with those amounts</p> <p>(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above</p> <p>(c) The Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other insurances and all of its rights in connection with those amounts</p> <p>(d) A reference in the Clause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party</p> <p>1.7 Other contracts</p> <p>(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>(i) its Relevant Contracts,</p>	
	0013726-0002658 BK 16299303 5	3

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) any Inter-Company Loans,</p> <p>(iii) any letter of credit issued in its favour, and</p> <p>(iv) any bill of exchange or other negotiable instrument held by it</p> <p>(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right</p> <p>(c) To the extent that they do not fall within Clause 2 7 (Other Contracts) of the Deed and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party</p> <p>1.8 Intellectual property</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property rights, this includes any specified in Part 5 (Specific Intellectual Property Rights) of Schedule 2 (Security Assets) of the Deed opposite its name</p> <p>1.9 Miscellaneous</p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>1.10 Floating charge</p> <p>(a) The Chargor charges by way of a first floating charge</p> <p>(i) all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed, and</p> <p>0013726-0002658 BK 16299303 5 4</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) all of its heritable property and all other property and assets situated in Scotland or governed by Scots law whether or not effectively mortgaged, charged or assigned under the Deed</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed over any assets other than New Security BRC Assets into a fixed charge as regards any of the Chargor's assets (other than New Security BRC Assets) specified in that notice, if</p> <p>(i) a Declared Default is outstanding,</p> <p>(ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p> <p>(iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealings) of the Deed</p> <p>(c) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Deed over any assets which constitute New Security BRC Assets into a fixed charge as regards any of that the Chargor's assets (which constitute New Security BRC Assets) specified in that notice if</p> <p>(i) prior to the Discharge Date for the BRC Stock Facility, a BRC Stock Facility Agreement Default is outstanding, and</p> <p>(ii) at any time after the Discharge Date for the BRC Stock Facility, a Declared Default is outstanding,</p> <p>(iii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p> <p>(iv) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealings) of the Deed</p> <p>(d) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p>	<p>0013726-0002658 BK 16299303 5</p> <p>5</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) anything done with a view to obtaining a moratorium,
under section 1A to the Insolvency Act 1986
- (e) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets
 - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, or
 - (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)
- (f) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (g) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Deed or any other Secured Document

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or allow to exist any Security on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

except as expressly permitted under the Restructuring Agreement

In this form MG01

2004 Handelsbanken Mortgage Facility means the £3,500,000 facility made available pursuant to the terms of the 2004 Handelsbanken Mortgage Facility Agreement

2004 Handelsbanken Mortgage Facility Agreement means the facility letter dated 26 March 2004 between Svenska Handelsbanken AB (publ) and Celsa (Wales) Limited (as amended from time to time)

2006 Handelsbanken Mortgage Facility means the £2,041,000 facility made available pursuant to the terms of the 2006 Handelsbanken Mortgage Facility Agreement

0013726-0002658 BK 16299303 5

6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2006 Handelsbanken Mortgage Facility Agreement means the facility letter dated 24 May 2006 between Svenska Handelsbanken AB (publ) and Celsa (Wales) Limited (as amended from time to time)

2008 Handelsbanken Mortgage Facility means the £5,155,000 facility made available pursuant to the terms of the 2008 Handelsbanken Mortgage Facility Agreement

2008 Handelsbanken Mortgage Facility Agreement means the facility letter dated 24 June 2008 between Svenska Handelsbanken AB (publ) and Celsa (Wales) Limited (as amended from time to time)

Abbey Ancillary Facility Letter means the overdraft facility letter dated 24 October 2008 between Celsa Manufacturing (UK) Limited and Abbey National Treasury Services plc (as amended from time to time)

ABL Document means

- (a) each ABL Facility Agreement,
- (b) each ABL Security Document,
- (c) each document that has been designated a Finance Document under and as defined in each ABL Facility Agreement (other than the ING Facility Agreement), and
- (d) each document that has been designated a Facility Document under and as defined in the ING Facility Agreement

ABL Facilities means

- (a) the HSBC IF Facility,
- (b) the ING ABL Facility, or
- (c) the RBS IF Facility

ABL Facility Agreement means

- (a) the HSBC IF Facility Agreement,
- (b) the ING Facility Agreement, or
- (c) the RBS IF Facility Agreement

ABL Lender means

0013726-0002658 BK 16299303 5

7

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) HSBC Invoice Finance (UK) Limited in its capacity as lender under the HSBC IF Facility,</p> <p>(b) ING Bank N V in its capacity as lender under the ING ABL Facility , or</p> <p>(c) RBS Invoice Finance Limited in its capacity as lender under the RBS IF Facility</p> <p>ABL Security Document means each Existing Security Document to which an ABL Lender is party to including any substitute or replacement thereof as permitted or required under the terms of the applicable ABL Facility</p> <p>Acceptable Bank means</p> <p>(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or</p> <p>(b) any other bank or financial institution approved by the Restructuring Agent</p> <p>Accruing Interest Amount means an amount of interest that accrues on a Loan or existing Accruing Interest Amount during the Interest Period for that Loan or existing Accruing Interest Amount in accordance with Clause 10 3 (Accruing Interest) of the Consolidated Facilities Agreement</p> <p>Administrative Party means</p> <p>(a) the KfW Agent,</p> <p>(b) the Consolidated Facilities Agent,</p> <p>(c) the New Facilities Agent,</p> <p>(d) the Security Agent, or</p> <p>(e) the Restructuring Agent</p> <p>Agent means</p> <p>(a) the KfW Agent,</p> <p>(b) the Consolidated Facilities Agent,</p> <p>(c) the New Facilities Agent,</p> <p>(d) the Restructuring Agent, or</p> <p>0013726-0002658 BK 16299303 5</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) the Security Agent

Agent's Spot Rate of Exchange means the Restructuring Agent's spot rate of exchange for the purchase of the relevant currency with another currency at or about 11 00 a m on a particular day

Ancillary Document means

- (a) the HSBC Ancillary Facility Letter,
- (b) the La Caixa Commercial Line Ancillary Facility Agreement,
- (c) the Barclays Ancillary Facility Letter,
- (d) the Banco Sabadell Global Ancillary Facility Letter,
- (e) the Banco Sabadell Confirming Ancillary Facility Letter,
- (f) the La Caixa Confirming Ancillary Facility Agreement,
- (g) the ING Ancillary Facility Agreement,
- (h) the Abbey Ancillary Facility Letter,
- (i) the Bank of Scotland Ancillary Facility Letter,
- (j) the Co-operative Ancillary Facility Letter,
- (k) the Deutsche Bank Ancillary Facility Letter,
- (l) the Handelsbanken Ancillary Facility Letter,
- (m) the La Caixa Credit Ancillary Facility Agreement,
- (n) the Lloyds Ancillary Facility Letter,
- (o) the Banco Sabadell Guarantee Ancillary Facility Letter, or
- (p) the Replacement Lloyds Ancillary Facility Letter,

each as amended by the terms of the Restructuring Agreement

Ancillary Facilities Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the Ancillary Facilities

0013726-0002658 BK 16299303 5

9

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Ancillary Facility means each facility provided pursuant to the terms of the Ancillary Documents Ancillary Lender means each Lender providing an Ancillary Facility pursuant to the terms of the Consolidated Facilities Agreement</p> <p>Ancillary Utilisation means a utilisation of the</p> <ul style="list-style-type: none"> (a) revolving credit facility, the forward exchange contracts facility or the import line facility pursuant to the terms of the HSBC Ancillary Facility Letter, (b) factoring facilities made available pursuant to the terms of the Barclays Ancillary Facility Letter, (c) import line facility pursuant to the terms of the La Caixa Commercial Line Ancillary Facility Agreement, (d) foreign exchange facility, letter of credit facility or capital expenditure facility made available pursuant to the terms of the Banco Sabadell Global Ancillary Facility Letter, (e) confirming facilities made available pursuant to the terms of the Banco Sabadell Confirming Ancillary Facility Letter or the La Caixa Confirming Ancillary Facility Agreement, (f) working capital facility made available pursuant to the terms of the ING Ancillary Facility Agreement, (g) overdraft facilities made available pursuant to the terms of the Abbey Ancillary Facility Letter, the Bank of Scotland Ancillary Facility Letter, the Co-operative Ancillary Facility Letter, the Deutsche Bank Ancillary Facility Letter, the Handelsbanken Ancillary Facility Letter or the Lloyds Ancillary Facility Letter, (h) credit facilities made available pursuant to the terms of the La Caixa Credit Ancillary Facility Agreement, or (i) the bonding, guarantee, tender bonds, performance bond and standby letter of credit facilities made available pursuant to the terms of the Banco Sabadell Guarantee Ancillary Facility Letter <p>Banco Sabadell Confirming Ancillary Facility Letter means the confirming service letter dated 12 July 2010 between Banco de Sabadell, S A , London Branch, Celsa Manufacturing (UK) Limited, Celsa Steel Service (UK) Limited, ROM Limited, BRC Limited and Express Reinforcements Limited (as amended from time to time)</p> <p>Banco Sabadell Global Ancillary Facility Letter means the global facility letter dated 12 July 2010 between Banco de Sabadell S A , London Branch, and Celsa Manufacturing (UK)</p>	
	0013726-0002658 BK 16299303 5	10

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Limited, Celsa Steel Service (UK) Limited, ROM Limited, BRC Limited and Express Reinforcements Limited (as amended from time to time)</p> <p>Banco Sabadell Guarantee Ancillary Facility Letter means the multicompany guarantee, bond and standby letter of credit facility letter dated 21 July 2010 between, among others, Banco de Sabadell S A , London Branch and Celsa Manufacturing (UK) Limited, Celsa Steel Service (UK) Limited, ROM Limited, BRC Limited and Express Reinforcements Limited (as amended from time to time)</p> <p>Banesto CCF Facility means the €4,335,000 commercial contract financing facility made available pursuant to the terms of the Banesto CCF Facility Agreement</p> <p>Banesto CCF Facility Agreement means the facility agreement dated 24 November 2008 between Celsa Manufacturing (UK) Limited and Banco Español de Crédito S A (as amended from time to time)</p> <p>Banesto Chattel Mortgage means the security agreement to be entered into between Celsa Manufacturing (UK) Limited and Banco Español de Crédito S A pursuant to the terms of the Banesto CCF Facility as amended from time to time)</p> <p>Banesto Complementary Facility means the €765,000 facility made available pursuant to the terms of the Banesto Complementary Facility Agreement</p> <p>Banesto Complementary Facility Agreement means the complementary loan agreement dated 24 November 2008 between Celsa Manufacturing (UK) Limited and Banco Español de Crédito S A (as amended from time to time)</p> <p>Banesto Mortgage Facility means</p> <ul style="list-style-type: none"> (a) the Banesto CCF Facility, or (b) the Banesto Complementary Facility <p>Banesto Mortgage Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with each Banesto Mortgage Facility</p> <p>Bank of Scotland Ancillary Facility Letter means the overdraft facility letter dated 10 August 2009 between Celsa Manufacturing (UK) Limited and Bank of Scotland plc (as amended from time to time)</p> <p>Barclays Ancillary Facility Letter means the factoring facility letter dated 14 May 2008 between Celsa Manufacturing (UK) Limited and Barclays Bank SA (as amended from time to time)</p> <p>Borrowers means</p>	

0013726-0002658 BK 16299303 5

11

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) Celsa (UK) Holdings Limited,
- (b) Celsa (Wales) Limited,
- (c) Celsa Steel Service (UK) Limited,
- (d) Celsa Manufacturing (UK) Limited, and
- (e) BRC Limited

BRC Stock Facility means the £1,700,000 facility made available pursuant to the terms of the BRC Stock Facility Agreement

BRC Stock Facility Agreement means the facility agreement setting out the terms and conditions of the BRC Stock Facility dated on or about the date of the Restructuring Agreement between BRC Limited and RBS Invoice Finance Limited (as amended from time to time)

BRC Stock Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the BRC Stock Facility

BRC Stock Facility Agreement Default has the meaning given to the term "Termination Event" in the BRC Stock Facility Agreement as at the date of the Deed

Calculation Date means 5 00 p m on 31 March 2010

Cash Equivalents means at any time

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or the United Kingdom or by an instrumentality or agency of either of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,
- (c) commercial paper not convertible or exchangeable to any other security
 - (i) for which a recognised trading market exists,
 - (ii) issued by an issuer incorporated in the United States of America or the United Kingdom,
 - (iii) which matures within one year after the relevant date of calculation, and

0013726-0002658 BK 16299303 5

12

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than 30 days' notice, or

(e) any other debt security approved by the Majority Creditors,

in each case, denominated in Sterling and to which any Obligor is alone (or together with other Obligors beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than a Security Interest arising under the Security Documents)

Celsa Steel Security Document means

- (a) the debenture dated 16 April 2004 between Celsa Steel (UK) Limited and Bank of America N A ,
- (b) the debenture dated 18 February 2003 between Celsa Steel (UK) Limited and Bank of America N A , or
- (c) the debenture dated 5 December 2008 between Celsa Steel (UK) Limited and Bank of America N A

Confirming Facility means the facilities made available under

- (a) the £5,000,000 confirming agreement letter (*Contrato de Gestión de Pagos*) dated 19 June 2009 between Caja de Ahorros y Pensiones de Barcelona and Celsa Manufacturing (UK) Limited, and authorized by the Notary Public of London, Mr Manuel Jesús Doña Martín, with number 127 of his records (as amended from time to time), or
- (b) the letter confirmation service agreement dated 5 June 2009 between Banco de Sabadell, S A , London Branch and Celsa Manufacturing (UK) Limited,

each as amended by the terms of the Restructuring Agreement and the Consolidated Facilities Agreement

Consolidated Facilities means

0013726-0002658 BK 16299303 5

13

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) the Consolidated RCF, or</p> <p>(b) the Ancillary Facilities</p> <p>Consolidated Facilities Agent means The Royal Bank of Scotland plc as agent under the Consolidated Facilities Agreement</p> <p>Consolidated Facilities Agreement means the consolidated facilities agreement dated on or about the date of the Restructuring Agreement between, among others, the Obligors, the Consolidated RCF Lenders, the Ancillary Lenders and the Consolidated Facilities Agent (as amended from time to time)</p> <p>Consolidated RCF means the revolving credit facility made available under the Consolidated Facilities Agreement</p> <p>Consolidated RCF Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the Consolidated RCF</p> <p>Consolidated RCF Lender means</p> <p>(a) HSBC Bank plc,</p> <p>(b) The Royal Bank of Scotland plc,</p> <p>(c) Barclays Bank plc, and</p> <p>(d) Banco Bilbao Vizcaya Argentaria S A , London Branch</p> <p>Co-operative Ancillary Facility Letter means the overdraft facility letter dated 27 March 2009 between Celsa Manufacturing (UK) Limited and the Co-operative Bank plc (as amended from time to time)</p> <p>Creditor means</p> <p>(a) an Original Creditor, or</p> <p>(b) any person which becomes a party to the Restructuring Agreement in accordance with Clause 21 2 (Creditors) of the Restructuring Agreement</p> <p>Debt means</p> <p>(a) the Ancillary Facilities Debt,</p> <p>(b) the Banesto Mortgage Facility Debt,</p> <p>(c) the BRC Stock Facility Debt,</p> <p>0013726-0002658 BK 16299303 5</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) the Consolidated RCF Debt,</p> <p>(e) the Facility A Debt,</p> <p>(f) the Facility B Debt,</p> <p>(g) the Handelsbanken Mortgage Facility Debt,</p> <p>(h) the HSBC IF Facility Debt,</p> <p>(i) the HSBC Mortgage Facility Debt,</p> <p>(j) the ING ABL Facility Debt,</p> <p>(k) the KfW Debt,</p> <p>(l) the RBS IF Facility Debt,</p> <p>(m) the Stand Alone BACS Debt, and</p> <p>any other Liability payable or owing under the Secured Documents not set out in paragraphs (a) to (m) above</p> <p>Declared Default means</p> <p>(a) a New Facilities Agreement Event of Default in respect of which a New Facilities Agreement Acceleration Notice has been provided, or</p> <p>(b) a Restructuring Agreement Event of Default in respect of which a Restructuring Agreement Acceleration Notice has been provided</p> <p>Deemed Loan has the meaning given to it in Clause 2.2 (Deemed Loans and Deemed Ancillary Utilisations) of the Consolidated Facilities Agreement</p> <p>Derivative Instrument means any swap, cap, collar, floor, option, forward or any other agreement or arrangement of a similar effect to a derivative instrument</p> <p>Deutsche Bank Ancillary Facility Letter means the overdraft facility letter dated 6 December 2007 between Celsa Manufacturing (UK) Limited and Deutsche Bank AG, London Branch (as amended from time to time)</p> <p>Discharge Date means in respect of a Debt payable or owing to a Secured Creditor, the date on which that Debt has been unconditionally and irrevocably paid and discharged in full, as determined by</p>	

0013726-0002658 BK 16299303 5

15

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(a) each Secured Creditor party to the Ancillary Facilities in respect of the Ancillary Facilities Debt,</p> <p>(b) each Secured Creditor party to the Banesto Mortgage Facility in respect of the Banesto Mortgage Facility Debt,</p> <p>(c) each Secured Creditor party to the BRC Stock Facility in respect of the BRC Stock Facility Debt,</p> <p>(d) the Consolidated Facilities Agent in respect of the Consolidated RCF Debt,</p> <p>(e) each Secured Creditor party to a Handelsbanken Mortgage Facility in respect of the Handelsbanken Mortgage Facility Debt,</p> <p>(f) each Secured Creditor party to the HSBC IF Facility in respect of the HSBC IF Facility Debt,</p> <p>(g) each Secured Creditor party to the HSBC Mortgage Facility in respect of the HSBC Mortgage Facility Debt,</p> <p>(h) each Secured Creditor party to the ING Facility Agreement in respect of the ING ABL Facility Debt,</p> <p>(i) the New Facilities Agent in respect of the New Facilities Debt,</p> <p>(j) each Secured Creditor party to the RBS IF Facility in respect of the RBS IF Facility Debt, and</p> <p>(k) each Secured Creditor party to the Stand Alone BACS Facilities in respect of the Stand Alone BACS Debt</p> <p>Enforcement Event means the exercise by any Secured Creditor or Agent of its rights under the Restructuring Agreement, New Facilities Agreement, BRC Stock Facility Agreement or ABL Facility Agreement to</p> <p>(a) cancel any obligation to provide a Facility, the BRC Stock Facility or any ABL Facility, or</p> <p>(b) demand payment of any sum payable, under the Secured Documents</p> <p>Excluded Group Members means</p> <p>(a) Celsa (UK) Holdings Limited,</p> <p>(b) Express Reinforcements Limited,</p>	
		0013726-0002658 BK 16299303 5
		16

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) ROM Group Limited,</p> <p>(d) ROM Limited,</p> <p>(e) ROMTECH Limited,</p> <p>(f) RFA-TECH Limited, and</p> <p>(g) RFA (Penistone) Limited</p> <p>Existing Facility means any facility provided by a Creditor to any Obligor under an Existing Facility Agreement</p> <p>Existing Facility Agreement means each existing facility agreement listed in Schedule 2 (Existing Facilities and Original Exposure) of the Restructuring Agreement</p> <p>Existing Secured Account means</p> <p>(a) the Debt Service Reserve Account (as that term is defined in the KfW Facility Agreement),</p> <p>(b) the Account (as that term is defined in the charge on cash dated 3 May 2006 between Celsa Manufacturing (UK) Limited and ING Bank N V),</p> <p>(c) the account in the name of Celsa (Wales) Limited at the Cardiff Branch of Svenska Handelsbanken AB (publ) with account number 28173005 representing the account where the Deposit (as that term is defined in the Handelsbanken Account Security Agreement) is held pursuant to the terms of the Handelsbanken Account Security Agreement,</p> <p>(d) each Current Account, Discounting Account, Loan Account, and Trust Account (as such terms are defined in the HSBC IF Facility Agreement), or</p> <p>(e) the Current Account and the Nominated Account (as each such term is defined in the RBS IF Facility Agreement),</p> <p>in each case, including any substitute or replacement thereof as permitted or required under the terms of the applicable Existing Facility Agreement as in force on the Calculation Date</p> <p>Existing Security Document means each document listed in Schedule 5 (Existing Security Documents) of the Restructuring Agreement and the Banesto Chattel Mortgage</p> <p>Exposure means for a Creditor at any time</p> <p>(a) in relation to any loan facility, overdraft or credit line made available to any Obligor, the aggregate of</p>	
	0013726-0002658 BK 16299303 5	17

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(i) the actual aggregate principal amount outstanding under that agreement owing to that Creditor net of credit balances to the extent of any valid and enforceable netting arrangement in effect at the time,</p> <p>(ii) any Accruing Interest Amount owing to that Creditor, and</p> <p>(iii) the aggregate amount of any uncanceled and undrawn commitment or available limit of that Creditor under the relevant facility,</p> <p>(b) in relation to any guarantee, bond, letter of credit or similar financial accommodation issued by that Creditor for the account of any Obligor, the maximum aggregate contingent liability of that Creditor under that instrument at that time,</p> <p>(c) in relation to a Derivative Instrument between an Obligor and that Creditor, the mark-to-market close out exposure of that Derivative Instrument at that time (if payable by the Obligor to that Creditor), having regard to any collateral available to that Creditor in respect of that Derivative Instrument, and</p> <p>(d) in relation to any other Facility not described in paragraphs (a) to (c) above, the aggregate outstanding amount owing to that Creditor at that time,</p> <p>including, in each case all outstanding or accrued interest, fees, commissions, banking, legal and other charges and expenses on that exposure and where the Sterling Amount of the exposure is determined on the date the exposure is calculated under the Restructuring Agreement</p> <p>Facility A means the £3,500,000 revolving credit facility made available pursuant to the terms of the New Facilities Agreement</p> <p>Facility A Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with Facility A</p> <p>Facility A Lenders means</p> <p>(a) Abbey National Treasury Services Plc,</p> <p>(b) Banco Español de Crédito S A ,</p> <p>(c) Banco de Sabadell S A , London Branch,</p> <p>(d) Barclays Bank PLC,</p> <p>(e) Banco Bilbao Vizcaya Argentaria S A , London Branch,</p> <p>(f) Caja de Ahorros y Pensiones de Barcelona,</p> <p>0013726-0002658 BK 16299303 5 18</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(g) Deutsche Bank AG, London Branch,</p> <p>(h) HSBC Bank plc,</p> <p>(i) ING Bank N V ,</p> <p>(j) Lloyds TSB Bank plc,</p> <p>(k) The Royal Bank of Scotland plc,</p> <p>(l) Svenska Handelsbanken AB (publ),</p> <p>(m) The Co-operative Bank plc, and</p> <p>(n) KfW IPEX Bank GmbH</p> <p>Facility means</p> <p>(a) the Existing Facilities,</p> <p>(b) the Confirming Facilities,</p> <p>(c) the Consolidated Facilities,</p> <p>(d) Facility A, or</p> <p>(e) Facility B</p> <p>Facility Agreement means any agreement constituting a Facility</p> <p>Facility B means the £5,000,000 revolving credit facility made available or to be made available pursuant to the terms of the New Facilities Agreement</p> <p>Facility B Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with Facility B</p> <p>Fee Letter means any letter entered into by reference to the Finance Documents between one or more Administrative Parties and the Parent setting out the amount of certain fees referred to in the relevant Finance Document</p> <p>Finance Document means</p> <p>(a) the Restructuring Agreement,</p> <p>(b) the New Facilities Agreement,</p>	

0013726-0002658 BK 16299303 5

19

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) the Consolidated Facilities Agreement,</p> <p>(d) the KfW Amendment Agreement,</p> <p>(e) the Intercreditor Agreement,</p> <p>(f) a New Security Document,</p> <p>(g) the Subordination Agreement,</p> <p>(h) a Fee Letter, or</p> <p>(i) any other document designated as such by the Restructuring Agent and the Parent</p> <p>General Account means any account which the Chargor has with any person and the debt represented by that account other than any account constituting an Existing Secured Account</p> <p>Group means the Parent and each of its Subsidiaries for the time being other than the Excluded Group Members</p> <p>Guarantor means</p> <p>(a) Celsa (UK) Holdings Limited,</p> <p>(b) Celsa (Wales) Limited,</p> <p>(c) Celsa Steel Service (UK) Limited,</p> <p>(d) Celsa Manufacturing (UK) Limited, and</p> <p>(e) BRC Limited</p> <p>Handelsbanken Account Security Agreement means the security agreement dated 18 July 2008 between Svenska Handelsbanken AB (publ) and Celsa (Wales) Limited (as amended from time to time)</p> <p>Handelsbanken Ancillary Facility Letter means the overdraft facility letter dated 26 June 2009 between Celsa (Wales) Limited and Svenska Handelsbanken AB (publ) (as amended from time to time)</p> <p>Handelsbanken Mortgage Facility means</p> <p>(a) the 2004 Handelsbanken Mortgage Facility,</p> <p>(b) the 2006 Handelsbanken Mortgage Facility, or</p>	
	0013726-0002658 BK 16299303 5	20

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) the 2008 Handelsbanken Mortgage Facility</p> <p>Handelsbanken Mortgage Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with each Handelsbanken Mortgage Facility</p> <p>HSBC Ancillary Facility Letter means the revolving and other facilities letter dated 30 July 2008 between HSBC Bank plc and Celsa Manufacturing (UK) Limited (as amended from time to time)</p> <p>HSBC IF Facility means the facilities made available pursuant to the terms of the HSBC IF Facility Agreement</p> <p>HSBC IF Facility Debt means all Liabilities payable or owing by any member of the Wider Group to a Secured Creditor under or in connection with the HSBC IF Facility</p> <p>HSBC IF Facility Agreement means the £26,000,000 multicurrency asset based lending agreement dated 3 July 2009 between ROM Limited, ROM-Tech Limited, RFA-Tech Limited and HSBC Invoice Finance (UK) Limited (as amended from time to time)</p> <p>HSBC IF New Chattels Mortgage means</p> <p>(a) the chattels mortgages dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited,</p> <p>(b) the chattels mortgages dated on or around the date of the Restructuring Agreement between ROM-Tech Limited and HSBC Invoice Finance (UK) Limited, and</p> <p>(c) the chattels mortgages dated on or around the date of the Restructuring Agreement between RFA-Tech Limited and HSBC Invoice Finance (UK) Limited</p> <p>HSBC IF New Legal Mortgage means</p> <p>(a) the legal mortgage dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited in respect of the property known as land lying to the south-west of Stepfield, Stepfield Estate, Witham,</p> <p>(b) the legal mortgage dated on or around the date of the Restructuring Agreement between ROM Limited and HSBC Invoice Finance (UK) Limited in respect of the property at Eastern Avenue, Litchfield WS13 6RN, and</p> <p>(c) the legal mortgage dated on or around the date of the Restructuring Agreement between RFA (Penistone) Limited in respect of the property known as Bullhouse Works, Manchester Road, Bullhouse, Penistone, Sheffield S30 6FG</p> <p>HSBC IF New Security Agreement means</p>	
	0013726-0002658 BK 16299303 5	21

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) each HSBC IF New Chattels Mortgage,</p> <p>(b) each HSBC IF New Legal Mortgage,</p> <p>(c) each HSBC IF New Share Charge, and</p> <p>(d) the HSBC IF Scottish Security Agreement</p> <p>HSBC IF New Share Charge means</p> <p>(a) the charge over shares dated on or around the date of the Restructuring Agreement between Celsa Steel Service (UK) Limited and HSBC Invoice Finance (UK) Limited, and</p> <p>(b) the charge over shares dated on or around the date of the Restructuring Agreement between ROM Group Limited and HSBC Invoice Finance (UK) Limited</p> <p>HSBC IF Scottish Security Agreement means the standard security dated on or about the date of the Restructuring Agreement by ROM Limited in favour of HSBC Invoice Finance (UK) Limited in respect of the property known as Unit 1A Murraysgate Industrial Estate, Whitburn, Bathgate, West Lothian, EH47 0LE</p> <p>HSBC Mortgage Facility means the £2,100,000 LIBOR term loan facility made available pursuant to the terms of the HSBC Mortgage Facility Agreement</p> <p>HSBC Mortgage Facility Agreement means the facility letter dated 23 July 2008 between HSBC Bank plc and Celsa (Wales) Limited (as amended from time to time)</p> <p>HSBC Mortgage Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with each HSBC Mortgage Facility</p> <p>ING ABL Facility means the £17,000,000 asset based lending facility which is made available under the terms of the ING Facility Agreement</p> <p>ING ABL Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the ING ABL Facility</p> <p>ING Ancillary Facility Agreement means the multi purpose facility agreement dated 28 November 2005 between ING Bank N V the Parent and Celsa Manufacturing (UK) Limited (as amended from time to time), to the extent that such multi purpose facility agreement relates to the £3,000,000 working capital facility provided by ING Bank N V to Celsa Manufacturing (UK) Limited</p> <p>ING Facility Agreement means the multi-purpose facility agreement dated 28 November 2005 between ING Bank N V, the Parent and Celsa Manufacturing (UK) Limited (as amended from time to time)</p> <p>0013726-0002658 BK 16299303 5</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Intellectual Property means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist) <p>Inter-Company Loans means the loans listed in Part 4 (Relevant Contracts) of Schedule 2 (Security Assets) of the Deed under the heading inter-company loans and any other loan made by the Chargor to another member of the Wider Group</p> <p>Intercreditor Agreement means means the intercreditor agreement dated on or about the date of the Restructuring Agreement between, among others, the Obligor, the Original Creditors, the Restructuring Agent and the Security Agent</p> <p>Interest Period means</p> <ul style="list-style-type: none"> (a) in relation to a Loan, each period determined in accordance with Clause 11 (Interest Periods) of the Consolidated Facilities Agreement and, in relation to an Unpaid Sum, each period determined in accordance with clause 7 7 (Interest on overdue amounts) of the Restructuring Agreement, or (b) in relation to an Ancillary Utilisation each period determined under the relevant Ancillary Document by reference to which interest on an Ancillary Utilisation or an overdue amount is calculated <p>KfW Agent means KfW IPEX-Bank GmbH as facility agent under the KfW Facility</p> <p>KfW Borrower means Celsa Manufacturing (UK) Limited in its capacity as borrower under the KfW Facility Agreement</p> <p>KfW Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the KfW Facility</p> <p>KfW Facility means the €135,000,000 facility made available pursuant to the terms of the KfW Facility Agreement</p> <p>KfW Amendment Agreement means the amendment and restatement agreement dated on or about the date of the Restructuring Agreement between Celsa Manufacturing (UK) Limited, the KfW Lenders and the KfW Agent amending and restating the terms of the KfW Facility Agreement</p>
0013726-0002658 BK 16299303 5	
23	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

KfW Facility Agreement means the facility agreement dated 20 December 2004 between, among others, KfW IPEX-Bank GmbH and the KfW Borrower (as amended from time to time)

KfW Lender means

- (a) KfW IPEX Bank GmbH,
- (b) The Royal Bank of Scotland plc,
- (c) ING Bank N V , and
- (d) Banco Santander, S A

La Caixa Commercial Line Ancillary Facility Agreement means the €7,000,000 import finance line agreement (*Contrato de Línea de crédito para cobertura de riesgos comerciales*) dated 19 June 2009 between Caja de Ahorros y Pensiones de Barcelona and Celsa Manufacturing (UK) Limited, and authorized by the Notary Public of London, Mr Manuel Jesús Doña Martín, with number 125 of his records (as amended from time to time)

La Caixa Confirming Ancillary Facility Agreement means the £5,000,000 confirming agreement letter (*Contrato de Gestión de Pagos*) dated 19 June 2009 between Caja de Ahorros y Pensiones de Barcelona and Celsa Manufacturing (UK) Limited, and authorized by the Notary Public of London, Mr Manuel Jesús Doña Martín, with number 127 of his records (as amended from time to time)

La Caixa Credit Ancillary Facility Agreement means the £6,000,000 overdraft facility letter (*Póliza de cuenta de crédito interés variable Libor*) dated 17 February 2011 between Celsa Manufacturing (UK) Limited and Caja de Ahorros y Pensiones de Barcelona, and authorized by the Notary Public of Cardiff, Mr Richard John Hindle Fischer, with number 32 of his records (as amended from time to time)

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Consolidated Facilities Agreement as a Lender in accordance with Clause 2 3 (Increase) or Clause 25 (Changes to the Lenders) of the Consolidated Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Consolidated Facilities Agreement

Liability means any present or future liability (actual or contingent), together with

0013726-0002658 BK 16299303 5

24

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) any permitted novation, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

Lloyds Ancillary Facility Letter means the overdraft facility letter dated 12 October 2009 between Celsa Manufacturing (UK) Limited and Lloyds TSB Bank plc (as amended from time to time)

Loan means

- (a) a loan made (including, without limitation, each Deemed Loan) or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan, or
- (b) an Accruing Interest Amount

Majority Creditors means Creditors whose Exposure aggregate $66\frac{2}{3}$ per cent or more of the aggregate Exposure of all the Creditors at the time of the request by the Restructuring Agent for that determination, decision, waiver, consent or those instructions and for these purposes a Creditor's Exposure is the Sterling Amount of that Exposure on the day on which the Restructuring Agent determines that the relevant determination or decision is made by the Majority Creditors

McMahon means BRC McMahon Reinforcements Limited, a company registered in Ireland under number 33123 and whose registered office is at Rosanna Road, Tipperary

Mortgage Lender means

- (a) Svenska Handelsbanken AB (publ),
- (b) Banco Español de Crédito S A , and
- (c) HSBC Bank plc

0013726-0002658 BK 16299303 5

25

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>New Facilities Agent means The Royal Bank of Scotland plc</p> <p>New Facilities Agreement means the new facilities agreement dated on or about the date of the Restructuring Agreement between the Obligors, the Facility A Lenders and the New Facilities Agent</p> <p>New Facilities Agreement Acceleration Notice has the meaning given to the term "Acceleration Notice" in the New Facilities Agreement</p> <p>New Facilities Agreement Event of Default has the meaning given to the term "Event of Default" in the New Facilities Agreement</p> <p>New Facilities Debt means</p> <ul style="list-style-type: none"> (a) Facility A Debt, and (b) Facility B Debt <p>New Security BRC Assets means all of the finished goods, work in progress and raw materials owned by BRC Limited which are the subject of the Trust Security and are unsold prior to an Enforcement Event relating to such assets</p> <p>New Security Document means</p> <ul style="list-style-type: none"> (a) the Deed (b) a Scottish Security Agreement, or (c) an HSBC IF New Security Agreement <p>Obligor means the Parent, a Borrower or a Guarantor</p> <p>Original Creditor means</p> <ul style="list-style-type: none"> (a) a Mortgage Lender, (b) a Consolidated RCF Lender, (c) an Ancillary Lender, (d) a KfW Lender, or (e) a Facility A Lender, <p>each in its capacity as such</p> <p>0013726-0002658 BK 16299303 5 26</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Original Lender means</p> <ul style="list-style-type: none"> (a) The Royal Bank of Scotland plc, (b) HSBC Bank plc, (c) Banco Bilbao Vizcaya Argentaria S A , London Branch, (d) ING Bank N V , (e) Abbey National Treasury Services plc, (f) Barclays Bank PLC, (g) Barclays Bank S A , (h) Bank of Scotland plc, (i) The Co-operative Bank plc, (j) Deutsche Bank AG, London Branch, (k) Svenska Handelsbanken AB (publ), (l) Lloyds TSB Bank plc, (m) Caja de Ahorros y Pensiones de Barcelona, and (n) Banco de Sabadell, S A , London Branch <p>Original Property means the properties listed in Part 1 (Real Property) of Schedule 2 (Security Assets) of the Deed</p> <p>Original Stand Alone BACS Creditor means Banco Bilbao Vizcaya Argentaria S A , London Branch</p> <p>Original Stand Alone BACS Facilities means</p> <ul style="list-style-type: none"> (a) the net cash service agreement for Celsa Manufacturing (UK) Limited dated 4 February 2008 provided by the Original Stand Alone BACS Creditor, and (b) the net cash service agreement provided to BRC Limited dated 22 January 2009 provided by the Original Stand Alone BACS Creditor <p>Parent means Celsa (UK) Holdings Limited</p>	

0013726-0002658 BK 16299303 5

27

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="309 344 1034 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="355 416 1469 551">Plant and Machinery means in relation to the Chargor any plant, machinery, computers, office equipment or vehicles specified in Part 3 (Specific Plant and Machinery) of Schedule 2 (Security Assets) of the Deed under its name together with all other plant, machinery computers, office equipment or vehicles owned by the Chargor</p> <p data-bbox="355 584 1469 651">RBS IF Facility means the £20,000,000 receivables finance facility made available pursuant to the terms of the RBS IF Facility Agreement</p> <p data-bbox="355 685 1469 752">RBS IF Facility Agreement means the facility agreement dated 7 November 2008 between RBS Invoice Finance Limited and BRC Limited (as amended from time to time)</p> <p data-bbox="355 786 1469 853">RBS IF Facility Debt means all Liabilities payable or owing by any Obligor to a Secured Creditor under or in connection with the RBS IF Facility</p> <p data-bbox="355 887 1469 976">Receipts Account means each account designated as a Receipts Account by the Restructuring Agent in the name of Celsa Manufacturing (UK) Limited held with the Restructuring Agent over which the Restructuring Agent has sole signing rights</p> <p data-bbox="355 1010 1469 1144">Relevant Contract means in relation to the Chargor any agreement specified in Part 4 (Relevant Contracts) of Schedule 2 (Security Assets) of the Deed opposite its name and any other agreement to which the Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract</p> <p data-bbox="355 1178 1469 1279">Replacement Lloyds Ancillary Facility Letter means the facility letter to be entered into between Lloyds TSB Bank plc and Celsa Manufacturing (UK) Limited to replace the Lloyds Ancillary Facility Letter and the Bank of Scotland Ancillary Facility Letter</p> <p data-bbox="355 1312 1469 1379">Restricted Group means each member of the Wider Group other than Celsa Steel (UK) Limited and Express Reinforcements Limited</p> <p data-bbox="355 1413 1469 1480">Restructuring Agent means The Royal Bank of Scotland plc as restructuring agent under the Restructuring Agreement</p> <p data-bbox="355 1514 1469 1581">Restructuring Agreement means the restructuring agreement dated on or about the date of the Deed between, among others, the Parent and the Restructuring Agent</p> <p data-bbox="355 1615 1469 1682">Restructuring Agreement Acceleration Notice has the meaning given to the term "Acceleration Notice" in the Restructuring Agreement</p> <p data-bbox="355 1715 1469 1783">Restructuring Agreement Event of Default has the meaning given to the term "Event of Default" in the Restructuring Agreement</p> <p data-bbox="355 1816 1469 1906">Revolving Facility means the revolving credit facility made available under the Consolidated Facilities Agreement as described in paragraph (a) of Clause 2.1 (The Facilities) of the Consolidated Facilities Agreement</p>

0013726-0002658 BK 16299303 5

28

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Scottish Security Agreement means</p> <ul style="list-style-type: none"> (a) the standard security dated on or about the date of the Restructuring Agreement by ROM Limited in favour of the Security Agent in respect of the property known as Unit 1A Murraysgate Industrial Estate, Whitburn, Bathgate, West Lothian, EH47 0LE, or (b) the standard security dated on or about the date of the Restructuring Agreement by BRC Limited in favour of the Security Agent in respect of the property known as Block 14 Newhouse Industrial Estate, Motherwell, ML1 5SE <p>Secured Creditor means</p> <ul style="list-style-type: none"> (a) a Creditor, (b) an ABL Lender, (c) a Stand Alone BACS Creditor, (d) the BRC Stock Lender, or (e) an Agent <p>Secured Document means</p> <ul style="list-style-type: none"> (a) a Transaction Document, (b) an ABL Document, (c) a Stand Alone BACS Facility Agreement, or (d) the BRC Stock Facility Agreement <p>Security means any security created by the Deed</p> <p>Security Assets means all assets of the Chargor the subject of the Deed</p> <p>Security Document means</p> <ul style="list-style-type: none"> (a) an Existing Security Document, (b) a New Security Document, or (c) any other document designated as such by the Restructuring Agent and the Parent <p>0013726-0002658 BK 16299303 5 29</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>Stand Alone BACS Creditor means</p> <ul style="list-style-type: none"> (a) the Original Stand Alone BACS Creditor, or (b) any bank, financial institution, trust, fund or other entity lender under a Stand Alone BACS Facility which has become a party to the Intercreditor Agreement as a Stand Alone BACS Creditor in accordance with Clause 19.2 (Secured Creditors) of the Intercreditor Agreement <p>Stand Alone BACS Debt means all Liabilities payable or owing by an Obligor to a Stand Alone BACS Creditor under or in connection with a Stand Alone BACS Facility</p> <p>Stand Alone BACS Facility means</p> <ul style="list-style-type: none"> (a) the Original Stand Alone BACS Facilities, and (b) each facility made available to a member of the Wider Group by a Stand Alone BACS Creditor by way of BACS or CHAPS other than pursuant to an Ancillary Facility <p>Stand Alone BACS Facility Agreement means a facility agreement setting out the terms of a Stand Alone BACS Facility</p> <p>Sterling or £ means the lawful currency of the UK from time to time</p> <p>Sterling Amount means on any day</p> <ul style="list-style-type: none"> (a) in relation to an amount denominated in Sterling, that amount, or (b) in relation to any amount denominated in a currency other than Sterling the equivalent of that amount in Sterling calculated on the basis of the Agent's Spot Rate of Exchange on that day <p>Subordination Agreement means the subordination agreement dated on or about the date of this Agreement between Barna Steel S A, the Parent and the Restructuring Agent</p> <p>Subsidiary means</p> <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 <p>Transaction Document means</p>	
	0013726-0002658 BK 16299303 5	30

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) each Finance Document (other than an HSBC IF New Security Agreement),
- (b) each Facility Agreement,
- (c) each Existing Security Document (other than an ABL Security Document or a Celsa Steel Security Document),
- (d) each document that has been designated a Finance Document (as defined in each Existing Facility Agreement) under each Facility Agreement, and
- (e) any other document designated as such by the Restructuring Agent and the Parent

Trust Security means the security created by the New Security Documents which the Security Agent is party to

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

Wider Group means each member of the Group and each Excluded Group Member

0013726-0002658 BK 16299303 5

31



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4578086
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 23
FEBRUARY 2011 AND CREATED BY CELSA (UK) HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 3 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES