



Registration of a Charge

Company Name: **CELSA (UK) HOLDINGS LIMITED**

Company Number: **04578086**



XC6IFGYB

Received for filing in Electronic Format on the: **26/06/2023**

Details of Charge

Date of creation: **23/06/2023**

Charge code: **0457 8086 0006**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS TRUSTEE FOR EACH OF THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4578086

Charge code: 0457 8086 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2023 and created by CELSA (UK) HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2023 .

Given at Companies House, Cardiff on 27th June 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 23 June 2023

THE PERSONS LISTED IN SCHEDULE 1
AS ORIGINAL CHARGORS

IN FAVOUR OF

WILMINGTON TRUST (LONDON) LIMITED

AS SECURITY AGENT

SUPPLEMENTAL COMPOSITE DEBENTURE

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF

A SENIOR FACILITIES AGREEMENT DATED 20
DECEMBER 2018 (AS AMENDED AND RESTATED
ON 2 JULY 2020, AS AMENDED ON 25 JUNE 2021
AND AMENDED AND RESTATED ON 2 AUGUST
2021)

SUPPLEMENTAL TO A COMPOSITE DEBENTURE
DATED 20 DECEMBER 2018

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THIS SUPPLEMENTAL COMPOSITE DEBENTURE is made by way of deed on
23 June 2023

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Original Chargors*) (each an "**Original Chargor**"); and
- (2) **WILMINGTON TRUST (LONDON) LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Amended Facilities Agreement (the "**Security Agent**").

RECITALS:

- (A) The Lenders made available to Celsa Manufacturing (UK) Limited two sterling term loan facilities pursuant to the Initial Facilities Agreement (as defined below).
- (B) Pursuant to the Original Composite Debenture (as defined below) the Original Chargors created security over certain of their assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Composite Debenture).
- (C) The Lenders made available to Celsa Manufacturing (UK) Limited an additional sterling term loan facility pursuant to the 2020 Amendment and Restatement Agreement and amended the Initial Facilities Agreement as set out in the 2020 Amendment and Restatement Agreement (each as defined below).
- (D) Pursuant to the 2020 Supplemental Composite Debenture (as defined below) the Original Chargors created security over certain of their assets in favour of the Security Agent as continuing security for the payment and discharge of all the Amended Secured Obligations (as defined in the 2020 Supplemental Composite Debenture).
- (E) Certain of the Lenders have agreed to make available to Celsa Manufacturing (UK) Limited an additional sterling term loan facility pursuant to the 2023 Amendment and Restatement Agreement and amend the Original Facilities Agreement as set out in the 2023 Amendment and Restatement Agreement (each as defined below).
- (F) The Original Chargors wish to confirm the existing security created pursuant to the Original Composite Debenture and the 2020 Supplemental Composite Debenture and grant security over the Charged Assets in respect of their obligations to the Lenders as amended by the 2023 Amendment and Restatement Agreement.
- (G) This Supplemental Composite Debenture is supplemental to the Original Composite Debenture and the 2020 Supplemental Composite Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Composite Debenture:

"2020 Amendment and Restatement Agreement" means the amendment and restatement agreement dated 1 July 2020 in respect of the Initial Facilities Agreement between, amongst others, the Parent, the Company, the Guarantors, the Agent and the Security Agent.

"2020 Supplemental Security" means the Security created by or pursuant to the 2020 Supplemental Composite Debenture.

"2020 Supplemental Composite Debenture" means the supplemental composite debenture dated 2 July 2020 between the Original Chargors and the Security Agent.

"2023 Amendment and Restatement Agreement" means the amendment and restatement agreement in respect of the Original Facilities Agreement dated on or about the date of this Supplemental Composite Debenture between, amongst others, the Parent, the Company, the Guarantors, the Agent and the Security Agent.

"Acceleration Event" means the giving of notice pursuant to clause 24.21 (*Acceleration*) of the Amended Facilities Agreement.

"Account" means the accounts specified in Schedule 2 (*Accounts*) and each of the accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"Additional Chargor" means a member of the Group which becomes a Chargor by executing a Security Accession Deed.

"Agent" means the Agent as defined in the Amended Facilities Agreement.

"Amended Facilities Agreement" means the Original Facilities Agreement as amended and restated by the 2023 Amendment and Restatement Agreement.

"Amended Intercreditor Agreement" means the Intercreditor Agreement, as amended and restated by the ICA Amendment and Restatement Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Composite Debenture and the Amended Secured Obligations as defined in the 2020 Supplemental Composite Debenture and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the 2023 Amendment and Restatement Agreement.

"Chargor" means an Original Chargor or an Additional Chargor.

"Control Account" means each of the Accounts described in Schedule 4 (*Control Accounts*), each Account identified as such in any Security Accession Deed (and any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and any other Account that may from time to time be identified in writing as a Control Account by the Security Agent and the Parent.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Effective Date" has the meaning given to that term in the 2023 Amendment and Restatement Agreement.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Composite Debenture or pursuant to a Security Accession Deed.

"ICA Amendment and Restatement Agreement" means the amendment and restatement agreement in respect of the Intercreditor Agreement dated on or about the date of this Supplemental Composite Debenture and entered into by, among others, the Parent, the Company, the ABL Debtors and the Term Debtors (each term as defined therein).

"Initial Facilities Agreement" means the senior facilities agreement dated 20 December 2018 between, amongst others, the Borrower, the Parent, the Agent, the Security Agent and the Original Lenders (each term as defined therein).

"Insurance Policy" means each policy of insurance specified in Schedule 7 (*Insurance Policies*), each policy of insurance specified in any Security Accession Deed and any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented).

"Intellectual Property" means the intellectual property specified in any Security Accession Deed and any patents, trademarks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Intercreditor Agreement" means the intercreditor agreement originally dated 21 December 2018 (as amended and restated on 2 July 2020) between, amongst others, the Parent, the Original ABL Debtors, the Original Term Debtors (each term as defined therein), the Agent and the Security Agent.

"Inter-Company Loan" means any loan made by one Chargor to another member of the Group.

"Investments" means the securities specified as such in any Security Accession Deed and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);

- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time).

"Lenders" means the Lenders as defined in the Original Facilities Agreement.

"Monetary Claims" means the book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor), including, without limitation those set out in Schedule 8 (*Monetary Claims*).

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*) or in any Security Accession Deed.

"Original Composite Debenture" means the composite debenture dated 20 December 2018 between the Original Chargors and the Security Agent.

"Original Facilities Agreement" means the senior facilities agreement dated 20 December 2018 (as amended and restated on 2 July 2020, amended on 25 June 2021 and amended and restated on 2 August 2021) between, amongst others, the Borrower, the Parent, the Agent, the Security Agent and the Original Lenders (each term as defined therein).

"Original Security" means the Security created by or pursuant to the Original Composite Debenture.

"Plant and Machinery" means the plant and machinery specified in Schedule 6 (*Specified Plant and Machinery*) together with any plant, machinery, office equipment, computers or vehicles owned by any Chargor (excluding any for the time being forming part of any Chargor's stock in trade or work in progress).

"Real Property" means (including as provided in Clause 1.5 (*Real Property*)), the Mortgaged Property and any present or future freehold, heritable or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Relevant Contract" means in relation to any Chargor any agreement specified in Schedule 9 (*Relevant Contracts*) opposite its name and any other agreement to which a Chargor is party and which the Security Agent has designated in writing as a Relevant Contract.

"Secured Parties" means the Finance Parties as defined in the Amended Facilities Agreement and any Receiver or Delegate.

"Shares" means:

- (a) any stocks, shares, debentures and other securities listed in Schedule 5 (*Shares*);
- (b) any stocks, shares, debentures and other securities listed as such in any Security Accession Deed; and
- (c) all of each Chargor's other present and future stocks, shares, debentures and other securities in the capital of any member of the Group from time to time held by, to the order, or on behalf, of each Chargor.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Composite Debenture, or the context otherwise requires, a term defined in the Original Composite Debenture, the 2023 Amendment and Restatement Agreement, the Amended Facilities Agreement or the Amended Intercreditor Agreement has the same meaning in this Supplemental Composite Debenture, or any notice given under or in connection with this Supplemental Composite Debenture.

1.3 Construction

In this Supplemental Composite Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Amended Facilities Agreement shall apply to the construction of this Supplemental Composite Debenture, or in

any notice given under or in connection with this Supplemental Composite Debenture;

- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Chargor**", an "**Original Chargor**", an "**Additional Chargor**" or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Amended Facilities Agreement;
- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Supplemental Composite Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Composite Debenture unless specified otherwise.

1.4 **Present and future assets**

- (a) A reference in this Supplemental Composite Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Composite Debenture.

1.5 **Real Property**

- (a) A reference in this Supplemental Composite Debenture to any freehold, heritable, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facilities Agreement and each other Finance Document are incorporated into this Supplemental Composite Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 **Separate Security**

Clauses 4.1 (*Mortgage of Real Property*) to 4.14 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Composite Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Composite

Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Composite Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

1.8 Security Accession Deeds

This Supplemental Composite Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Supplemental Composite Debenture to "this Supplemental Composite Debenture" shall be deemed to include, where the context so permits, each Security Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Supplemental Composite Debenture to any "Security created by this Supplemental Composite Debenture" or "Security created pursuant to this Supplemental Composite Debenture" shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by this Supplemental Composite Debenture shall extend and apply to the Security created by each such Security Accession Deed.

1.9 Intercreditor Agreement

- (a) Notwithstanding anything herein to the contrary, the security interests granted to the Security Agent, for the benefit of the Secured Parties, pursuant to this Supplemental Composite Debenture and the exercise of any right or remedy by the Security Agent and the other Secured Parties hereunder are subject to the provisions of the Amended Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Amended Intercreditor Agreement and this Supplemental Composite Debenture, the provisions of the Amended Intercreditor Agreement shall prevail.
- (b) All Security created by or pursuant to this Supplemental Composite Debenture shall rank in priority at all times in accordance with the terms of the Amended Intercreditor Agreement.

1.10 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Supplemental Composite Debenture.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Supplemental Composite Debenture at any time.

- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security and the 2020 Supplemental Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 3 (*Restatement of the Original Facilities Agreement*) of the 2023 Amendment and Restatement Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facilities Agreement).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Composite Debenture is:

- (a) created with full title guarantee, subject to, prior to the ABL Discharge Date, the ABL Security;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Composite Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations; and
- (d) subject to the terms of the Amended Intercreditor Agreement.

3.2 Supplemental Security

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security and the 2020 Supplemental Security.

3.3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

4.3 Fixed charge over Plant and Machinery

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Plant and Machinery and all Related Rights.

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights.

4.5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is party, including:

- (a) each of its interest or currency rate swap, cap, floor, collar or option transactions;
 - (b) any Relevant Contract;
 - (c) any Inter-Company Loan;
 - (d) any letter of credit issued in its favour; and
 - (e) any bill of exchange or other negotiable instrument held by it,
- and all Related Rights.

4.6 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.7 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of the Chargor and all Related Rights.

4.10 Fixed charge over uncalled capital

The Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of the Chargor and all Related Rights.

4.11 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Composite Debenture) and all Related Rights (to the extent not already charged under this Clause 4.11).

4.12 Fixed charge over other assets

Each Chargor charges, by way of first fixed charge:

- (a) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any asset secured pursuant to this Supplemental Composite Debenture;
- (b) the right to recover and receive compensation which may be payable to it and in respect of any authorisation referred to in paragraph (a) above; and
- (c) to the extent not validly and effectively assigned pursuant to Clauses 4.13 (*Assignment of Accounts*) and 4.14 (*Assignment of Insurance Policies*), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Control Account and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets.

4.13 Assignment of Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights.

4.14 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights.

5. SUPPLEMENTAL FLOATING CHARGE

5.1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

6. PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Deposit of share certificate

Save to the extent that any such documents are required to be deposited, in respect of Shares in ROM Limited, ROMTECH Limited, RFA-Tech Ltd or RFA (Penistone) Limited, with the ABL Security Trustee pursuant to the ABL Security Documents prior to the ABL Discharge Date, each Chargor shall:

- (d) on the date of this Supplemental Composite Debenture or, if applicable, on the date of the relevant Security Accession Deed (and upon its coming into possession thereof at anytime), deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares; and
- (e) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request.

6.2 Deposit of title deeds

Save to the extent that any such documents are required to be deposited with the ABL Security Trustee pursuant to the ABL Security Documents prior to the ABL Discharge Date, each Chargor shall:

- (a) on the date of this Supplemental Composite Debenture or, if applicable, on the date of the relevant Security Accession Deed (and promptly upon the acquisition by it of any interest in any Real Property at any time) deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property or arrange for them to be held, on the terms of an undertaking that is satisfactory to the Security Agent; and

- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

7. **AMENDMENTS TO THE ORIGINAL COMPOSITE DEBENTURE AND THE 2020 SUPPLEMENTAL COMPOSITE DEBENTURE**

With effect from the Effective Date the Original Composite Debenture and the 2020 Supplemental Composite Debenture shall be amended as follows:

- (i) adding the following definition of "Agent" in clause 1.1 (*Definitions*) of the Original Composite Debenture in alphabetical order:

"**Agent**" means the Agent as defined in the Senior Facilities Agreement.";

- (ii) adding the following definition of "Agent" in clause 1.1 (*Definitions*) of the 2020 Supplemental Composite Debenture in alphabetical order:

"**Agent**" means the Agent as defined in the Amended Facilities Agreement.";

- (iii) the following new clause shall be inserted after clause 1.10 (*Intercreditor Agreement*) of the Original Composite Debenture:

"1.11 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.";
- (iv) the following clause shall replace clause 8.5 (*Voting rights after Security Agent Notice*) of the Original Composite Debenture:

"8.5 Voting rights after Security Agent Notice

- (a) Subject to paragraph (b) of this Clause 8.5 and Clause 8.6 (*Waiver of voting rights by Security Agent*), upon the occurrence of an Acceleration Event, the Security Agent may (but without having any obligation to do so) give notice to any relevant Chargor (with a copy to the Agent) that this Clause 8.5 will apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from that Chargor:

- (i) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (ii) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in:
 - (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares.

- (b) The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under paragraph (a) of this Clause 8.5 if and to the extent that:
 - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "NSIA") and any regulations made under the NSIA; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSIA; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSIA but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSIA.";

- (v) the following new clause shall be inserted after clause 8.10 (*Nominees*) of the Original Composite Debenture:

"8.11 National Security and Investment Act 2021 – notifications

Where paragraph (b) of Clause 8.5 (*Voting rights after Security Agent Notice*) applies, the Security Agent may give a mandatory notice to the Secretary of State

in accordance with the NSIA notifying of the proposed acquisition of voting rights by the Security Agent.";

- (vi) the following clause shall replace clause 12.3 (*General property undertakings*) of the Original Composite Debenture:

"12.3 General property undertakings

Each Chargor shall:

- (a) repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Security Agent all the Real Property at any time forming part of the Charged Assets; and
- (b) not at any time without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) sever or remove any of the fixtures forming part of the Real Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Assets (except for the purpose of any necessary repairs or replacement of it),

provided that a Chargor shall be permitted to demolish or dispose of buildings, plant or machinery that are not required in the normal course of its business and that pose a health and security risk."

- (vii) the following clause shall replace clause 14.2 (*Effect of moratorium*) of the Original Composite Debenture:

"14.2 Effect of moratorium

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 14.1 (*Enforcement*), Clause 16.1 (*Appointment and removal*) or Clause 5.2 (*Crystallisation: by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.";

- (viii) the following clause shall replace clause 20.1 (*Appointment and powers*) of the Original Composite Debenture:

"20.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds,

standard securities, charges, assignments, assignations or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and

- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8.6 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets).";
- (ix) the following clause shall replace clause 9.1 (*Appointment and powers*) of the 2020 Supplemental Composite Debenture:

"20.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Composite Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, standard securities, charges, assignments, assignations or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8.6 (*Waiver of voting rights by Security Agent*) of the Original Composite Debenture as incorporated into this Supplemental Composite Debenture pursuant to Clause 7.2 (*Incorporation of provisions from Original Composite Debenture*)), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets).";
- (x) the amendments to clause 8.5 (*Voting rights after Security Agent Notice*), clause 12.3 (*General property undertakings*) and clause 14.2 (*Effect of moratorium*) and the insertion of the new clause 8.11 (*National Security and Investment Act 2021 – notifications*) of the Original Composite Debenture shall be incorporated into the 2020 Supplemental Composite Debenture and references in clause 7.2 (*Incorporation of provisions from Original Composite Debenture*) of the 2020 Supplemental Composite Debenture to clause 8 (*Shares and Investments*), clause 12.3 (*General property undertakings*) and clause 14 (*Enforcement of Security*) of the Original Composite Debenture shall be to clause 8 (*Shares and Investments*), clause 12.3 (*General property undertakings*) and clause 14 (*Enforcement of Security*) of the Original Composite Debenture as amended pursuant to this Supplemental Composite Debenture; and

- (xi) For the avoidance of doubt the parties to this Supplemental Composite Debenture agree that references in the 2020 Supplemental Composite Debenture to the term:
- a. "Acceleration Event" have the meaning given to that term in the Original Composite Debenture; and
 - b. "Secured Parties" have the meaning given to that term in the Original Composite Debenture and the Amended Facilities Agreement (as such term is defined in the 2020 Supplemental Composite Debenture).

8. MISCELLANEOUS

8.1 Incorporation of provisions from Amended Facilities Agreement

The provisions of clauses 10.3 (*Default interest*), 14 (*Tax Gross-up and Indemnities*), 16 (*Other Indemnities*), 18 (*Costs and Expenses*), 28 (*Role of the Agent, the Arranger and Others*), 29 (*The Security Agent*), 32 (*Payment Mechanics*), 33 (*Set-off*), 35 (*Notices*), 36.1 (*Accounts*), 36.2 (*Certificates and determinations*) and 39 (*Amendments and Waivers*) of the Amended Facilities Agreement are incorporated into this Supplemental Composite Debenture as if expressly set out in full in this Supplemental Composite Debenture, but so that references in those clauses to the Amended Facilities Agreement are references to this Supplemental Composite Debenture.

8.2 Incorporation of provisions from Original Composite Debenture

Subject to Clause 7 (*Amendments to the Original Composite Debenture and the 2020 Supplemental Composite Debenture*), the provisions of clauses 2 (*Covenant to pay*), 5.2 (*Crystallisation: by notice*), 5.3 (*Crystallisation: automatic*), 6.1 (*Negative pledge and restriction on dealings*), 6.2 (*Implied covenants for title*), 6.3 (*Notice of Security: Accounts*), 6.4 (*Notice of security: other assets*), 6.5 (*Deposit of documents of title: Investments*), 6.8 (*Application to HM Land Registry*), 6.9 (*Registration of Intellectual Property*), 6.10 (*Further advances*), 6.11 (*Custodians and nominees*), 7 (*Further Assurance*), 8 (*Shares and Investments*) (as amended by this Supplemental Composite Debenture), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*General Undertakings*) (as amended by this Supplemental Composite Debenture), 14 (*Enforcement of Security*) (as amended by this Supplemental Composite Debenture), 15.2 (*Restrictions*), 15.3 (*Power of leasing*), 15.4 (*Right of appropriation*), 15.5 (*Statutory powers*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receivers*), 18 (*Application of Proceeds*), 19 (*Protection of Purchasers*), 21 (*Effectiveness of Security*), 22 (*Prior Security Interests*), 23 (*Subsequent Security Interests*), 24 (*Suspense Accounts*), 25 (*Release of Security*), 26 (*Set-off*), 27 (*Changes to the Parties*), 28 (*Notices*), 29 (*Expenses, Stamp Taxes and Indemnity*), 30 (*Discretion and Delegation*) and 32 (*Jurisdiction*) and schedules 10 (*Form of Notice of Security to Account Bank*) to 13 (*Form of Security Accession Deed*) of the Original Composite Debenture are incorporated into this Supplemental Composite Debenture as if set out in full in this Supplemental Composite Debenture, but so that references in those clauses to:

- (a) the "**Senior Facilities Agreement**" are references to the "Amended Facilities Agreement";

- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (c) "**Charged Assets**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Composite Debenture; and
- (d) "**this Debenture**" are references to this Supplemental Composite Debenture.

8.3 **Original Composite Debenture and 2020 Supplemental Composite Debenture**

Except insofar as supplemented and amended by this Supplemental Composite Debenture, each of the Original Composite Debenture and the 2020 Supplemental Composite Debenture shall remain in full force and effect.

8.4 **No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Composite Debenture and/or the 2020 Supplemental Composite Debenture shall continue in full force and effect notwithstanding this Supplemental Composite Debenture and shall not merge in any security constituted by this Supplemental Composite Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Composite Debenture.

9. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Composite Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Composite Debenture or, in respect of Charged Assets secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed.

10. **POWER OF ATTORNEY**

10.1 **Appointment and powers**

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Composite Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, standard securities, charges, assignments, assignations or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8.6 (*Waiver of voting rights by Security Agent*)) of the Original Composite

Debenture as incorporated into this Supplemental Composite Debenture pursuant to Clause 8.2 (*Incorporation of provisions from Original Composite Debenture*)), or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets).

10.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

11. COUNTERPARTS

This Supplemental Composite Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Composite Debenture.

12. GOVERNING LAW

This Supplemental Composite Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL COMPOSITE DEBENTURE has been signed by the Security Agent and executed as a deed by each Original Chargor and is delivered by them on the date stated at the beginning of this Supplemental Composite Debenture.

SCHEDULE 1
THE ORIGINAL CHARGORS

Name and Company Number of Original Chargor	Jurisdiction	Address, email and name of relevant department or officer to receive notice
Celsa (UK) Holdings Limited, registration number 04578086	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
Celsa (Wales) Limited, registration number 04578079	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
Celsa Manufacturing (UK) Limited, registration number 04577881	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
Celsa Steel Service (UK) Limited, registration number 06682547	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
BRC Limited, registration number 06662824	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800

Name and Company Number of Original Chargor	Jurisdiction	Address, email and name of relevant department or officer to receive notice
		Email: holly.arnold@celsauk.com Attention of: Holly Arnold
ROM Limited, registration number 00213629	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
RFA-Tech Ltd, registration number 01344934	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
ROMTECH Limited, registration number 03719493	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
RFA (Penistone) Limited, registration number 01850509	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN Tel: +44 (0) 29 2035 1800 Email: holly.arnold@celsauk.com Attention of: Holly Arnold
ROM Group Limited, registration number 03291151	England and Wales	Building 58, East Moors Road, Cardiff, CF24 5NN

Name and Company Number of Original Chargor	Jurisdiction	Address, email and name of relevant department or officer to receive notice
		Tel: +44 (0) 29 2035 1800
		Email: holly.arnold@celsauk.com
		Attention of: Holly Arnold

SCHEDULE 2
MORTGAGED PROPERTY

Chargor	Property Description	Title Number	Freehold or Leasehold
Celsa (Wales) Limited	Allied Steel Limited, Castle Works, East Moors Road, Cardiff	WA39831	Freehold
Celsa (Wales) Limited	Land and buildings lying to the South of Willows Avenue, Cardiff	WA42214	Freehold
Celsa (Wales) Limited	Ocean Park, Nettlefold Road, Cardiff	CYM730526	Freehold
Celsa (Wales) Limited	Land at Castle Works more particularly demised on the filed plan WA589330	WA589330	Freehold
Celsa (Wales) Limited	Land and buildings on the north-west side of Rover Way, Tremorfa, Cardiff	WA63452	Freehold
Celsa (Wales) Limited	Land and buildings on the north-west side of Rover Way, Tremorfa, Cardiff	WA847331	Freehold
Celsa (Wales) Limited	Land and buildings on the south side of Seawall Road, Cardiff	WA594108	Freehold
Celsa (Wales) Limited	Land at Castle Works, Cardiff Docks	WA595038	Freehold
Celsa (Wales) Limited	Land and buildings on the south side of South Park Road, Splott, Cardiff	WA847334	Freehold
Celsa (Wales) Limited	Land at Castle Works, East Moors, Cardiff	WA888245	Freehold

Celsa (Wales) Limited	Land known as the Former Carrington Wire Complex on the south east side of Seawall Road, Tremorfa, Cardiff	WA809963	Freehold
Celsa (Wales) Limited	Land at East Moors Road, Cardiff	WA907661	Freehold
Celsa (Wales) Limited	Land lying to the north-west of Rover Way	WA925495	Freehold
Celsa (Wales) Limited	Land lying to the north of Rover Way, Tremorfa	WA953441	Freehold
Celsa (Wales) Limited	Land at East Moors Road, Cardiff Bay	CYM6632	Freehold
Celsa (Wales) Limited	Land at East Moors Road, Cardiff Bay	CYM13119	Freehold
Celsa (Wales) Limited	Land at East Moors Road, Cardiff	CYM16175	Freehold
Celsa (Wales) Limited	Land to the west of East Moors Road, Cardiff	CYM108753	Freehold
Celsa (Wales) Limited	Land at Castle Works, East Moors Road, Cardiff	CYM172250	Freehold
Celsa (Wales) Limited	Land and buildings on the north-west side of Rover Way, Tremorfa	CYM250820	Freehold
Celsa (Wales) Limited	Former Nail Factory, Tremorfa Works, Tremorfa, Cardiff	CYM250821	Freehold
Celsa (Wales) Limited	Land lying to the south of Robinson Terrace, Sunderland	TY519185	Freehold
Celsa (Wales) Limited	Land at Robinson Terrace, Hendon	TY238567	Freehold

Celsa (Wales) Limited	Land lying to the East of Commercial Road, Hendon	TY177150	Freehold
Celsa Manufacturing (UK) Limited	Land on the east side of Bute East Dock, Cardiff	WA73409	Leasehold
Celsa Manufacturing (UK) Limited	Part of East Moors Road more particularly demised on the plan filed at the Land Registry	WA147679	Leasehold
Celsa Manufacturing (UK) Limited	Land on the east side of Central Link, Cardiff	WA799683	Leasehold
Celsa Manufacturing (UK) Limited	Land on the south side of South Park Road, Splott	WA907656	Leasehold
Celsa Manufacturing (UK) Limited	Land lying to the north-west of Tide Fields Road, Cardiff	CYM476066	Leasehold
Celsa Manufacturing (UK) Limited	Land at Castle Works, Cardiff	CYM27086	Leasehold
Celsa Manufacturing (UK) Limited	Land at East Moors Road, Cardiff	CYM115939	Leasehold
Celsa Manufacturing (UK) Limited	Land on the south side of Rover Way, Cardiff	CYM135528	Leasehold
Celsa Manufacturing (UK) Limited	Land at Long Dyke Junction, Cardiff	CYM184872	Leasehold
Celsa Manufacturing (UK) Limited	Land demised by the lease being Unit 12, Humber Way, Avonmouth, Bristol, BS11 8AE	BL157549	Leasehold
Celsa Manufacturing (UK) Limited	Land to the east of Commercial Road, Sunderland	TY592379	Leasehold
Celsa Manufacturing (UK) Limited	Land at Rotherham Steel Terminal, Sheffield Road,	SYK702603	Leasehold

	Rotherham, Yorkshire, S60 1AD		
ROM Limited	Land lying to the south-west of Stepfield, Stepfield Estate, Witham	EX402306	Leasehold
ROM Limited	ROM Limited, Wheaton Road, Witham, CM8 3BU	EX866081	Leasehold
ROM Limited	Rom Ltd, Eastern Avenue, Lichfield WS13 6RN	SF492673	Freehold
ROM Limited	Land and buildings at Unit 2 Rush Drive, Pen y Fan Industrial Estate, Crumlin, Newport, NP11 3EJ	CYM815983	Leasehold
BRC Limited	Unit B, Belbins Business Park, Cupernham Lane, Romsey	HP569127	Leasehold
BRC Limited	Land on the east side of Corporation Road, Newport	CYM744521	Leasehold
BRC Limited	The former Sutton in Ashfield Central Station and Goods Yard, Station Road, Ashfield	NT150946	Freehold
BRC Limited	Land lying to the north-east of Claycliffe Road, Barugh	SYK8728	Freehold
BRC Limited	Unit 12, Brierley Industrial Park, Stoneyford Road, Sutton in Ashfield, NG17 3JZ	NT316969	Freehold
BRC Limited	Land on the north-west side of Whalley Road, Barnsley	SYK87365	Freehold











BRC Limited	Land lying to the north-east side of Claycliffe Road, Barugh Green	SYK373127	Freehold
RFA (Penistone) Limited	Bullhouse Works, Manchester Road, Bullhouse, Penistone, Sheffield S30 6FG	SYK140618	Freehold

SCHEDULE 3 ACCOUNTS

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
Celsa (UK) Holdings Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell EUR	[REDACTED]
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBP	[REDACTED]
Celsa Steel Service (UK) Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBP	[REDACTED]
Celsa Manufacturing (UK) Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBP	[REDACTED]

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
	CaxiaBank SA Avenida Diagonal 621-629 Barcelona 08028 Spain	CaxiaBank EUR	
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA	BBVA GBP	
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA	BBVA EUR	
	CaxiaBank SA Avenida Diagonal 621-629 Barcelona 08028 Spain	CaxiaBank GBP	
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB	Banco Sabadell EUR	

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell USD	[REDACTED]
Celsa Manufacturing (UK) Limited trading as Celsa Recycling	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA GBP	[REDACTED]
Celsa (Wales) Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBO	[REDACTED]
ROM Group Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBP	[REDACTED]
RFA-Tech Ltd	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB	Banco Sabadell GBP	[REDACTED]

<u>Chargor</u>	<u>Account Bank (including address and sort code)</u>	<u>Account Name</u>	<u>Account Number</u>
			
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB	Banco Sabadell EUR	
			
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA	BBVA GBP	
			
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA	BBVA EUR	
			
ROMTECH Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB	Banco Sabadell EUR	
			
	Banco Sabadell Level 37, The Leadenhall Building, 122	Banco Sabadell EUR	

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
	Leadenhall Street, London, EC3V 4AB [REDACTED]		
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA GBP	[REDACTED]
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA EUR	[REDACTED]
ROM Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell GBP	[REDACTED]
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Banco Sabadell EUR	[REDACTED]

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
	BBVA	BBVA GBP	██████████
	44th Floor, One Canada Square, Canary Wharf, London, E14 5AA		
	██████████		
	BBVA	BBVA EUR	██████████
	44th Floor, One Canada Square, Canary Wharf, London, E14 5AA		
	██████████		
ROM Limited trading as ROM Mesh	Banco Sabadell	Banco Sabadell GBP	██████████
	Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB		
	██████████		
	Banco Sabadell	Banco Sabadell EUR	██████████
	Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB		
	██████████		
	BBVA	BBVA GBP	██████████
	44th Floor, One Canada Square, Canary Wharf, London, E14 5AA		

<u>Chargor</u>	<u>Account Bank (including address and sort code)</u>	<u>Account Name</u>	<u>Account Number</u>
	<div></div> BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA <div></div>	BBVA EUR	<div></div>
BRC Limited	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB <div></div>	Banco Sabadell EUR	<div></div>
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB <div></div>	Banco Sabadell GBP	<div></div>
	Banco Sabadell Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB <div></div>	Banco Sabadell EUR	<div></div>
	Banco Sabadell Level 37, The Leadenhall Building, 122 <div></div>	Banco Sabadell GBP	<div></div>

<u>Chargor</u>	<u>Account Bank (including address and sort code)</u>	<u>Account Name</u>	<u>Account Number</u>
	Leadenhall Street, London, EC3V 4AB [REDACTED]		
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA EUR	[REDACTED]
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA GBP	[REDACTED]
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA EUR	[REDACTED]
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA USD	[REDACTED]

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
	BBVA 44th Floor, One Canada Square, Canary Wharf, London, E14 5AA [REDACTED]	BBVA GBP	[REDACTED]

**SCHEDULE 4
CONTROL ACCOUNTS**

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
Celsa Manufacturing (UK) Limited	Banco de Sabadell, S.A., London Branch, Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Celsa Manufacturing (UK) Limited	[REDACTED]
Celsa Manufacturing (UK) Limited	Banco de Sabadell, S.A., London Branch, Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Celsa Manufacturing (UK) Limited	[REDACTED]
Celsa Manufacturing (UK) Limited	Banco de Sabadell, S.A., London Branch, Level 37, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB [REDACTED]	Celsa Manufacturing (UK) Limited	[REDACTED]

SCHEDULE 5 SHARES

Chargor	Name of Company in which shares are held	Issued Capital Share	Description and Number of Shares Held
Celsa (UK) Holdings Limited	Celsa Manufacturing (UK) Limited	66,134,704	Ordinary 66,134,704
	Celsa Steel Service (UK) Limited	29,000,001	Ordinary 29,000,001
	Celsa (Wales) Limited	7,500,001	Ordinary 7,500,001
	Celsa Steel (UK) Limited	1,000,000	Ordinary 1,000,000
Celsa Steel Service (UK) Limited	ROM Group Limited	13,402,796	Ordinary 9,556,527
	BRC Limited	22,900,001	Ordinary 16,328, 270
	Express Reinforcements Limited	5,218,000	Ordinary 3,720,435
ROM Limited	Group ROM Limited	20,501	Ordinary 20,501
	ROMTECH Limited	2	Ordinary 2
	RFA-Tech Ltd	101	Ordinary 101
RFA-Tech Ltd	RFA (Penistone) Limited	5,001	Ordinary 5,001

SCHEDULE 6
SPECIFIED PLANT AND MACHINERY

1. PLANT AND MACHINERY OWNED AND CHARGED BY BRC LIMITED

**1.1 Location: BRC Limited (Barnsley) Whaley Road, South Yorkshire Ind Est,
Barnsley, S75 1HT**

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1	A-Girder	Intersig	Sigmatic 1004A	mesh welding line with pay off, accumulator, straightening unit, welding unit, shear, stacker		240 9021	
Bay 1	G85	EVG	G85/134	mesh welding line with pay off, accumulator, straightening unit, welding unit, shear, stacker		G85/134 26000	1998
Bay 1	2	Pittini		wire drawer with two spool/ finger infeed, descaling, soap box, cassette cabinet, bull block, destressing roller, rewind			
Bay 1	3	Pittini	1039118	wire drawer with two spool/ finger infeed, descaling, soap box,			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				cassette cabinet, bull block, destressing roller, rewind			
Bay 1	PG16	Schlatter	PG16/MG600	mesh welding line with sixteen spool infeed, crosswire feed, welding section, guillotine		GS1/9704/4502, GS1/0304/4502	1983/1984
Bay 1	2	Wafios	RS41	straightening and cutting machine		26330087	
Bay 2	B-Girder	EVG	TSD 7-25	mesh welding line with accumulator, straightener, welding unit, shear, stacker	5-wire	28220	1998
Bay 2	A-Spacer			In-house fabricated mesh welding line with welding section, shear, forming section (being moved to Bay 2 from Bay 4)	3-wire		
Bay 2	B-Spacer			In-house fabricated mesh welding line with welding section, shear,	3-wire		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				forming section (being moved to Bay 2 from Bay 4)			
Bay 2	C- Spacer			In-house fabricated mesh welding line with welding section, shear, forming section (being moved to Bay 2 from Bay 4)	3-wire		
Bay 2	D- Spacer			In-house fabricated mesh welding line with welding section, shear (being moved to Bay 2 from Bay 4)	3-wire		
Bay 3	E- Girder	EVG	TS7-30	mesh welding line with six spool infeed, TL/5 line wire pull off device s/n 266, SVH/12 stacker s/n 204	5-wire	966/22220	1993
Bay 3		Asteq	TG5S	mesh welding line with six spool infeed	5-wire	A0068	2019
Bay 3	G55	EVG	G55/102-RV	mesh welding line with		27590	1997

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				twelve spool infeed, accumulator, straightening unit, welding unit, shear, stacker			
Bay 3		EVG	RMV 12/2S	wire roller with two spool/ finger infeed, descaling, DCA/DV soap box, CRU14 cassette, bull block, destressing roller, rewind		27580	1997
Bay 3		Arboga/ Lamnea	DG-4	wire drawing machine with two spool/finger infeed, Wire Lab Company 310 reverse bender s/n 613 (1994), 5-block drawing section, Pittini rewind section		CT-1192	1970
Bay 3	Hi-Draw	Euro Draw		wire drawing machine with two spool/ finger infeed, descaling, wet section, soap box, 3-block drawing			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				section, rewind			
Bay 1	D-Girder	EVG	TSD7-30S	mesh welding line with five spool infeed		28600	1998
Bay 4	Clifford	Clifford	QSE 16	cut-to-length mesh welding/ industrial mesh welding machine with linear pullout, wire magazine, upper cross wire magazine, welding section (31 head), fume extraction		C4003B-09-03	2004
Bay 4		Pearson		guillotine shear	10" x 0.25	546310	1988
Craneage - Bay 1		Matterson		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	4.5 tonnes SWL		
Craneage - Bay 1		Matterson		double girder crane, radio control, approx. 16m span (crane runway part of portal	5 tonnes SWL		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				frame of building)			
Craneage - Bay 2		Matterson		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	3.5 tonnes SWL		
Craneage - Bay 2		Matterson		double girder crane, radio control (cab not in use), approx. 16m span (crane runway part of portal frame of building)	5 tonnes SWL		
Craneage - Bay 3		E & C		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	4 tonnes SWL		
Craneage - Bay 3		E & C		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	3.5 tonnes SWL		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Craneage - Bay 3		E & C		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	3.5 tonnes SWL		
Craneage - Bay 4		Cobal		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	5 tonnes SWL		
Craneage - Bay 4		Cobal		double girder crane, radio control, approx. 16m span (crane runway part of portal frame of building)	5 tonnes SWL	J2290	
Maintenance Shop		Meddings	LAFS024763	pillar drill			
Maintenance Shop	Lathe 3	Dean Smith & Grace		lathe		34395-2-63	
Maintenance Shop	Pill Drill 1	Town		radial arm drill		7696	
Maintenance Shop		Quartner Smith	B10A	horizontal bandsaw		7025	
Maintenance Shop	Miller 1	Parkson	2V	milling machine			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Maintenance Shop	Miller 2	Cincinnati		milling machine		262105	
Maintenance Shop		Bridgeport	BDB 1722	milling machine			
Maintenance Shop	Lathe 1	Colchester	Mascot 1600	lathe		7/020913499	
Maintenance Shop	Lathe 2	Colchester	Mascot 1600	lathe		7/020115878	
Maintenance Shop		Rowland	8139M	foundry grinder			
Throughout		Genie	Z45/22	articulating boom lift	15.87m	MP006552	
Outside	T1	Carter	Balmoral B/4	water cooling tower			
Outside	T2	Carter	Sandringham B/5	water cooling tower			
Bay 2	E2	Wafios	RBK51B	straightening and cutting machine (not in use)		26343 060	2000

1.2 Location: BRC Limited (Mansfield), 79-81 Station Road, Sutton in Ashfield, Nottinghamshire, NG17 5FR

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bottom Shop	22	Pedax	Simplex RS500	shearing line		3221624404002	2004
Bottom Shop	23	Pedax	Simplex RS500	shearing line		3221629506005	2006
Bottom Shop	29	KRB	H4002	shearing line		07-SH0620, 07-SE0657	
Bottom Shop	24	Peddinghaus	Simplex 60H	manual shear		3150644389014	
Bottom Shop		Schilt	DBS3-60N	double station bar bender		151302	2022
Bottom Shop		Peddinghaus	Special 55S	bar bender		3740249995010	
Bottom Shop	74	Schilt	SBS60	bar bender		150078	2015
Bottom Shop	Saw 2	Behringer Eisele	VMS350PV	vertical circular cut off saw		10017624	2022
Bottom Shop	47	Peddinghaus	Special 55S	bar bender		3786345489016	
Bottom Shop		Schilt	SBR60	radius bender		151093	2022
Bottom Shop	67	Schilt	DBS2-60N	double station bar bender		150354	2016
Bottom Shop		EVG	Polybend PBX 16	automatic stirrup bender		K279621	2022
Bottom Shop		EVG	Polycut PCX16	wire straightener & cutter		K279597	2022
Bottom Shop		EVG	Polybend PBX 16	automatic stirrup bender		K279622	2022
Bottom Shop		EVG	Polybend PBX 16	automatic stirrup bender		K257795	2021
Compressor Room		Boge	C20LR-350	air compressor	10 bar max wp	5092064	2015

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Compressor Room		Tundra		air dryer			
Compressor Room		Hydrovane	128	air compressor (not in use)			
Top Shop	36	Pedax	Unicut 12XV, type 991	roller straightening machine		26	2007
Top Shop		Compair	LIS-7.SFS	air compressor	7.5 bar max wp	349034/0167	2008
Top Shop	31	EVG	PBC 2-16	automatic stirrup bender		K092705	2008
Top Shop	30	Pedax	RS300	shearing line with Schilt infeed and outfeed system, Schilt Flexbar 300AE outfeed bin, s/n 150368 (2018)		3221473288001	
Top Shop	60	Peddinghaus	Special 55S	bar bender		374024898804	
Top Shop	74	Peddinghaus	Special 55S	bar bender		3740245789011	
Top Shop		Behringer Eisele	VMS350PV	vertical circular cut off saw		10018126	2010
Top Shop		Behringer Eisele	VMS350PV	vertical circular cut off saw		10015974	2021
Craneage - Top Shop	1	Morris		double girder crane, radio control, approx. 14m span (crane runway part of portal frame of building)	5 tonnes SWL		
Craneage - Top Shop	2	Morris		double girder crane, radio control (cab not in use), approx. 14m span (crane	6.3 tonnes SWL		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				runway part of portal frame of building)			
Craneage - Top Shop	3	Morris		double girder crane, radio control, approx. 14m span (crane runway part of portal frame of building)	6.3 tonnes SWL		
Craneage - Bottom Shop	7	Morris		double girder crane, radio control, approx. 26m span (crane runway part of portal frame of building)	6.3 tonnes SWL		
Craneage - Bottom Shop	6	Morris		double girder crane, radio control, approx. 26m span (crane runway part of portal frame of building)	6.3 tonnes SWL		
Craneage - Bottom Shop	5	Morris		double girder crane, radio control, approx. 26m span (crane runway part of portal frame of building)	5 tonnes SWL		
Craneage - Bottom Shop	4	Demag		double girder crane, radio control, approx. 26m span (crane runway part of portal frame of building)	5 tonnes SWL	34831602	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Craneage - Bottom Shop				Lifting beam	5 tonnes SWL		
Mesh Shop	415	KRB	Radius 2000	radius bender (not in use)		94471G001-00001-3406	
Mesh Shop		Adige	M315	semi automatic circular cold saw (out of use)			
Mesh Shop		Imet/ Addison	Sirio 315	circular cold saw (out of use)		181467001	2018
Mesh Shop		Schilt	SBS60	bar bender (out of use)		133210	2010
Mesh Shop		Toyo	C-33	bar cropper	33mm	4264	1988
Yard		Keetona		guillotine shear (not in use - advised to be scrapped)			
Yard		Hambi	Paceform	mesh bender (not in use - advised to be scrapped)			
Yard		Toyo	43C	bar cropper (not in use - advised to be scrapped)		3363	
Yard		Peddinghaus	Special 45	bar bender (not in use - advised to be scrapped)			
Yard		Peddinghaus	Special 32S	bar bender (not in use - advised to be scrapped)		3630546890003	
Yard		Sigma	Radius DSX-36	radius bender (not in use - advised to be scrapped)		DSX361114001	
Yard	65	Peddinghaus	Special 55S	bar bender (not in use -		3740248887019	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				advised to be scrapped)			
Yard	73	Peddinghaus	Special 55S	bar bender (not in use - advised to be scrapped)		3740245189004	
Mesh Shop	y	Peddinghaus	Special 55S	bar bender (not in use - advised to be scrapped)		3740246589011	
In Transit		Pedax	Permatic	double bending line (in transit from Newport, not inspected)		3414213900005	1999

1.3 Location: BRC Limited (Motherwell), Block 14, Newhouse Ind Est, Newhouse, Motherwell, ML1

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		MEP	Tiger 350SX	pulldown circular saw		135475/24A	2003
Bay 2		Behringer Eisele	VMS350P V	vertical circular cut off saw		10017625	
Main Bay	Shear 2	RMS	611	shearing line, RMS controls s/n SMC19467 (2019)		131	
Main Bay	Shear 1	RMS	611	shearing line, RMS controls s/n SMC07160 (2007)		158	
Main Bay	2	Pedax	Special 60S	bar bender		3786930707016	2007
Main Bay	4	Peddinghaus	Special 55S	bar bender		3740246589002	
Main Bay		Mubea/ Muhr und Bender	B062 P200	double ended bar bender		3114194423121-2	
Main Bay		RMS	Rebar Bender	bar bender		18-M-418	2007

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Main Bay		Pedax	Permatic	double bending line		0100631807001	2007
Main Bay		Pedax	Permatic	double bending line		3509424604002	2005
Main Bay	16 EVG	EVG	PBC 2-16	automatic stirrup bender		K084176	2007
Main Bay	Small EVG 1	EVG	Polybend PBL5	automatic stirrup bender		00.280	1988
Main Bay		EVG	Polybend PBC2-16	automatic stirrup bender		K086709	2007
Main Bay		EVG	Polybend PBE2 2-16	automatic stirrup bender		27860	1997
Main Bay		EVG	Polybend PBE2 2-16	automatic stirrup bender		K35030	2003
Main Bay		Compair	L45-75A	air compressor	7.5 bar max wp	100010815/0063	2008
Main Bay		Compair	L18F	air compressor		349015/6165	2005
Main Bay		Compair	L45-75A	air compressor		10059722001	
Main Bay				Vertical carbon steel air receiver		12230	1944
Bay 4		MEP	Tiger 350SX	pulldown circular saw		356101/39	2006
Bay 5		Peddinghaus	Simplex 60H	manual shear		3150642888003	
Bay 5		KRB	11M	radius bender with roller conveyor		04R0086	
Bay 5		Pedax	Rotax 32	radius bender		3739037509003	2009
Craneage - Bay 1		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	1327912	2007

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Craneage - Bay 1		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	829/74	
Craneage - Bay 2		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	829997	
Craneage - Main Bay		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	5 tonnes SWL	830097	
Craneage - Main Bay		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	31323900	2000
Craneage - Main Bay		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	1327932	2007
Craneage - Main Bay		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	830/74	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
				around portal frame of building)			
Craneage - Bay 5		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	3.2 tonnes SWL	1327914	2007
Craneage - Bay 5		Demag		double girder crane, radio control, approx. 16m span (runway system built around portal frame of building)	5 tonnes SWL	830197	
Throughout		McGowan		lifting beam	2,500Kg SWL		
Throughout		McGowan		lifting beam	2,000Kg SWL		
Throughout		McGowan		lifting beam	2,000Kg SWL		
Throughout		Sertex		lifting beam	2,500Kg SWL		
Throughout	2	Yale	GDP30TF V2795	diesel counterbalance forklift truck	2,930Kg	A875B28073B	2004
Throughout	1	Yale	GDP30TF V2795	diesel counterbalance forklift truck	2,930Kg	A875B22826A	2003
Throughout	3	Yale	GDP40LF V2460	diesel counterbalance forklift truck	3,650Kg	FVE1065	1998
Throughout		Hawksley Engineering		2 x mesh carrying forklift truck attachments	4 tonnes SWL		
Throughout		Somers	P50/76	reel clamp lifting attachment	2.5 tonnes SWL	SHTNF10192/T	1994

1.4 **Location: BRC Limited (Newport), Corporation Road, Newport, Gwent, NP19 4RD**

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 1	Cador 1	Pedax	Simplex RS500	shearing line		3221612100003	2000
Bay 1		KRB	Magna-Bend 235	double station bender		07-MB0046	2007
Bay 1		Pedax	Permatic	double bending line			
Bay 1	Cador 2	Pedax	Simplex RS500	shearing line		3221618001003	2001
Bay 1		EVG	Polybend PBX 16	automatic stirrup bender		K257769	2021
Bay 1		MEP	Bitronic 4	automatic straightener	10-12mm dia.	240019	2007
Bay 1		MEP	Format 14	automatic stirrup bender		194049	2007
Bay 1	5	RMS	MBM	bar bender			
Bay 1		RMS		bar bender		265	2017
Bay 1		Schilt	SBR60	radius bender		150789	2019
Bay 1		Schilt	SBS60	bar bender		133310	2010
Bay 2		MEP	Format 14	automatic stirrup bender		194050	2007
Bay 2		MEP	Format 16	automatic stirrup bender		193068	2007
Bay 2		MEP	Multimatic 20	automatic stirrup bender		184011	2005
Bay 2		Schilt	DBS2-60N	double station bar bender		132708	2008

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
				(refurbished)			
Bay 2		KRB	H4002	shearing line		07SHO593,07SR0633 & 06SR0632	2007
Bay 2		Behringer	VMS350P V	vertical circular cut off saw		10006477	2013
Bay 2	2	Behringer	VMS350P V	vertical circular cut off saw		8042103P0231	2013
Bay 2		Behringer	VMS350P V	vertical circular cut off saw		10015973	2021
Bay 2		Behringer	VMS350P V	vertical circular cut off saw		10015112	2020
Bay 2		Pedax Stema	Perfekt 50CC	bar bender		3737032507003	2007
Bay 2		Peddinghaus	32S	bar bender		3630547887017	1987
Bay 2		Peddinghaus	42S	bar bender		3730341995010	
Bay 2		Peddinghaus	55S	bar bender		024518900	
Bay 2		RMS		bar bender			1995
Bay 2		Pedax	Simplex 60H	manual sheer		3150642888015	
Bay 2		Peddinghaus		cropper		3150642488004	
Bay 2	1	Morris		single girder crane	4 tonnes SWL		
Bay 2	2, 3 & 4	Morris		3 x double girder cranes	8 tonnes SWL (4+4)		
Bay 3		MEP	Format 14	automatic stirrup bender (not in use)		194048	2007
Bay 3		EVG	Polybend PBX 16	automatic stirrup bender		K257791	2021

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 3		EVG	Polycut PCX16A	wire straightener & cutter		K257808	2021
Bay 3		Schilt		cutting and bending line with 2 - DBS2 -6N double station benders, s/no's 150573 & 150574, Multibar 500 hydraulic shear, s/n 150621, binder, bundling and conveyors			2018
Bay 3		KRB	Magna-Bend 235	double station bender		07-MB0045	2007
Bay 3		KRB	H2006	"mini" shearing line		069SH0573	
Bay 3		Pedax Stema	Special 60S	bar bender		3786621603006	2003
Bay 3 - Graveyard		AB		2 x bar benders			
Bay 3 - Graveyard		KRB	14M	bar bender		07-B0723	
Bay 3 - Graveyard		KRB	14M	bar bender		07-B0721	
Bay 3 - Graveyard		KRB	No. 14	bar bender			
Bay 3 - Graveyard		MEP	Format 14-4	automatic stirrup bender			
Bay 3 - Graveyard		Stema	Twinmaster 16, type 018	stirrup bending machine		044	2004

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 3 - Graveyard		Pedax Stema		bar bender			
Bay 3 - Graveyard				3 x bar benders			
Craneage - Bay 1	4	Kone Cranes		doubler girder crane, 20m span, with magnetic lifting beam	12 tonnes (6+6)		
Craneage - Bay 1	3	Street		double girder crane, 20m span, with magnetic lifting beam	8 tonnes SWL (4+4)	137401	
Craneage - Bay 1	2	Granada		double girder crane, 20m span, with magnetic lifting beam	8 tonnes SWL (4+4)	33234	
Craneage - Bay 1	1	Demag		double girder crane, 20m span	5 tonnes SWL	5953/89	1989
Craneage - Bay 2	1	Morris		single girder crane	4 tonnes SWL		
Craneage - Bay 2	2, 3 & 4	Morris		3 x double girder cranes	8 tonnes SWL (4+4)		
Craneage - Bay 3		Davy		double girder crane	8 tonnes SWL (4+4)		
Craneage - Bay 3		Street		double girder crane	4 tonnes SWL		
Craneage - Bay 3		Demag		double girder crane	8 tonnes SWL (4+4)	7388/94	
Craneage - Bay 3		Street		double girder crane	8 tonnes SWL (4+4)		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Maintenance Shop	1	RMS	MBM	bar bender			
Compressor House		Atlas	GA45 VSD+	air compressor		API8618846	2017
Compressor House		Atlas	GA30VSD	air compressor		API423253	2007
Compressor House		HPC	ASD47	air compressor, with Tundra dryer		1778	2005
Compressor House		Atlas	FX13	refrigerant dryer			
Compressor House				Welded mild steel air receiver			
Yard		Stema	Twinmaster 20, type 018	automatic stirrup bender	20mm single strand, 16mm twin	001	2010
Yard		Stema	Twinmaster 16, type 018	automatic stirrup bender		043	2004

1.5 Location: BRC Limited (Romsey), Belbins Business Park, Cupernham Lane, Romsey, SO51 7JF

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout		Peddinghaus	AL300	shearing line		3220342589015	
Throughout		AMS	Junior	shearing line		542317	
Throughout		KRB	Shearline	shearing line			
Throughout		Pedax Stema	16XV	decoiler straightener 011/16	16mm dia max	001	2001

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout		EVG	Polybend PBE 2-16A	automatic stirrup bender		30720	1999
Throughout		EVG	Polybend PBLS	automatic stirrup bender		00391	1990
Throughout		EVG	Polybend PBN 16	automatic stirrup bender		00407	1990
Throughout	119	Peddinghaus	AL300	shearing line (offline)		3220341488016	
Throughout	425	Arnold	18	bar bender			
Throughout		RMS	rebar manual	bar bender			
Throughout		Pedax	Special 60S	bar bender		3786930707015	2007
Throughout		Ficep	CCL, type 400S,	crocodile shear		16744	
Throughout		Ingersoll-Rand	IRN18K-TAS	air compressor		2175855	2008
Throughout		Ingersoll-Rand	SSR M30	air compressor			
Throughout		Ingersoll-Rand	TMS	air dryer			
Throughout				Air receiver			
Throughout		Demag		crane	5 tonnes SWL	6313/90	
Throughout		Caruthers	Monobox	crane	5 tonnes SWL	591/72	
Yard		Talon		mesh grab	1,600kg SWL		

2. PLANT AND MACHINERY OWNED AND CHARGED BY ROM GROUP LIMITED

2.1 Location: ROM Group Limited, Murrays Gate Industrial Estate, Whitburn, Bathgate, EH47 0LE

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1	2	Peddinghaus	Special 55S	bar bender		3740248687016	
Bay 1	1	Peddinghaus	Special 55S	bar bender		3740246790011	
Bay 1		Peddinghaus	Special 55S	bar bender		3740248091001	
Bay 1	3	Peddinghaus	Special 55S	bar bender		3740248887017	
Bay 1		EVG	Polybend PBX 16	automatic stirrup bender		K279608	
Bay 1	EVG 2	EVG	Polybend PBL5	automatic stirrup bender		00.244	1988
Bay 1	EVG 1	EVG	Polybend PBL5	automatic stirrup bender		00.311	1989
Bay 1	EVG 4	EVG	Polybend PBL5	automatic stirrup bender		00.283	1988
Bay 1		Atlas Copco	GX5FF	air compressor		AI1649244	2006
Bay 2		Thomas	350 Super Technics (350 ST/SA)	semi automatic circular saw		08 02435	2008
Bay 2		Pedax	RS300	shearing line		3221522704001	2004
Bay 2		Peddinghaus	AZ300	shearing line		3220340179057	
Bay 2				In-house fabricated circular cage making machine			
Bay 2	4	Peddinghaus	Special 55S	bar bender		3740249888014	
Bay 2		La Roche	LRSP 30	radius bender		3657	
Bay 2		Murex	Transmig 406S	3 x MIG welding sets			
Bay 2		Oerlikon	Citoarc M401	2 x MIG welding sets			
Bay 2		Lincoln	Bester Dragster 401	2 x MIG welding sets			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		Lincoln Electric	C405-1	MIG welding set			
Bay 2		Kempi	Kempoweld 4000	MIG welding set			
Bay 2		Weightronic Bicanciai		weighbridge with Bicanciai EV2002 readout and printer			
Craneage - Bay 1		Davy Morris		double girder crane, radio control, approx. 18m span (crane runway part of portal frame of building)	3 tonnes SWL		
Craneage - Bay 1		Clyde		single girder crane, radio control, approx. 18m span (crane runway part of portal frame of building)	4 tonnes SWL		
Craneage - Bay 2		Matterson		single girder crane, radio control, approx. 18m span, runway approx. 60m		32236/2	
Craneage - Bay 2		Burton		single girder crane, radio control, approx. 18m span, runway approx. 60m		65595	1991
Yard		EVG	Polybend PBL5	automatic stirrup bender (scrap)		00.310	
Yard	EVG 3	EVG	Polybend PBL5	automatic stirrup bender (scrap)		00.338	1988

2.2 Location: ROM Group Limited, 70 Silverwood Road, Craigavon, Northern Ireland, BT66 6LN

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1		Behringer Eisele	HP220	horizontal bandsaw		589180	1989
Bay 1		KRB	Cage Form 1000	cage former with six station positioner		501	2008
Bay 1				Plastic press			
Bay 1		Schnell	ROLL12/1200 T10	cage wrapper		9128	1991
Bay 2	3	EVG	Polybend PBL5	automatic stirrup bender		00-309	1989
Bay 2	2	EVG	Polybend PBL5	automatic stirrup bender		00-267	1988
Bay 2		EVG	Polybend PBX 16	automatic stirrup bender		K279611	2022
Bay 2	5	EVG	Polybend PBL5	automatic stirrup bender		00-526	1992
Bay 2		Peddinghaus	Special 55S	bar bender (awaiting repair)		374024 8988008	
Bay 2		Peddinghaus	Special 55S	bar bender		374024 5789012	
Bay 2		Peddinghaus	Special 60S	bar bender		378662 1603005	2003
Bay 2		Peddinghaus	Special 32S	bar bender		363054 1795018	
Bay 2		Peddinghaus	Special 55S	bar bender		374024 8988020	
Bay 2		La Roche	LRSP 30	radius bender		4119	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		Pedax Stema	RS300	shearing line		32215 20203005	2003
Bay 3		Peddinghaus	AL300	shearing line		3220340782017	
Bay 3		La Roche	Cisla Mk4 LR 980A	mobile cutter		CS3291	
Bay 3		Thompson & Hudson	C31A	decoiler		632	1995
Bay 3		Spiral	Spiral	Spiral ring machine			
Bay 3		La Roche	LRSP 30	radius bender		3504	
Bay 3		La Roche	Bendmaster 50 LR930A	bar bender		3208	
Bay 3	4	EVG	Polybend PBL5	automatic stirrup bender		00-328	1989
Throughout	W6	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W10	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W7	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W16	Bester	MAGSTER 401	MIG welder with wire feed			
Throughout	W25	Parweld	XTM 403S	MIG welder with wire feed			
Throughout	W26	Parweld	XTM 403S	MIG welder with wire feed			
Throughout	W19	CEA	MAX 405	MIG welder with wire feed			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout	W18	Bester	MAGSTER 401	MIG welder with wire feed			
Throughout	W3	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W12	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W9	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W21	CEA	MAX 405	MIG welder with wire feed			
Throughout	W5	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W14	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W17	Bester	MAGSTER 401	MIG welder with wire feed			
Throughout	W4	Murex	TransMig 406S	MIG welder with wire feed			
Throughout	W24	Parweld	XTM 403S	MIG welder with wire feed			
Throughout	W22	CEA	MAX 405	MIG welder with wire feed			
Throughout	W20	CEA	MAX 405	MIG welder with wire feed			
Throughout	W2	Oerlikon	Citoline 4500 TS(W)	MIG welder with wire feed (out of use)			
Craneage - Bay 1		Kone Cranes		single girder crane	5 tonnes SWL	B1624A2	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Craneage - Bay 1		Kone Cranes		single girder crane	5 tonnes SWL	B1625A2	
Craneage - Bay 2		Kone Cranes		single girder crane	5 tonnes SWL	B1916A2	
Craneage - Bay 2		Kone Cranes		single girder crane	5 tonnes SWL	B1626A2	
Craneage - Bay 2		Cobal Cranes/ Morris		single girder crane	5 tonnes SWL	J2619/1	
Throughout		Atlas Copco	GA15 VSD	air compressor		AP1424668	2008
Workshop				Garage press			
Workshop		RJH	Gryphon	grinder		897954	
Workshop		SIP	B16	pillar drill		B16-16L	
Yard		Kone Cranes		crane with freestanding runway and support stanchions	10 tonnes SWL (5+5)	B1627A2	
Yard		Sealey		air compressor (not in use)		50715289	
Yard		Hare	5BS	press (not in use)		7160	
Yard		Pedax		wire straightener (not in use)			
Yard		Geka	Hydracrop 70-S	steel worker (not in use)			
Yard		Euroclamp		mesh grab (not in use)	2,800kg	41112	

2.3 Location: ROM Group, Eastern Avenue, Trent Valley, Lichfield, WS13 6RN

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Low Bay	Vitari 14	Vitari	NR714	straightening and cutting machine	6mm-12mm Wire	14810	1989

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Low Bay	Vitari 5	Vitari	NR714	straightening and cutting machine	6mm-12mm Wire	14809	1989
Low Bay		Eurobend	MELC POLY 16x2	straightener		021/781	2021
Low Bay	Jager 1	Jager		mesh welding line	1750mm wide	3396; K/No. 8308 Ref No. WEBEBR 1750	1984
High Bay	Koch 1	Koch		rolling line with GSG UKA pay off tower, Hi-Draw Machinery BEZ descaling unit s/n 87.138, GSG BSG/T soap box s/n. 96355, (1996), Koch KEG2500 drawing block s/n12.67, In House stress relieving unit, and Koch KSS1000W spoolhouse s/n 12.677	5mm-9mm Wire		1987
High Bay	Koch 2	Koch		rolling line with GSG UKA pay off tower, GSG BEZ descaling unit s/n 87.138, GSG BSG/TF soap box s/n. 98258/1, (1998), Koch KEG2500 drawing block s/n12676, and Koch KSS1000W spoolhouse s/n 12673	5mm-9mm Wire		1987

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
High Bay	Koch 3	Koch		rolling line with GSG UKA pay off tower s/n 88.345, GSG WEZ descaling unit s/n 88346, GSG DEF pulling device s/n 88347, GSG BSG/TF soap box s/n 98258/3 (1998), Koch KEG5000 drawing block s/n12.905, and Koch KSS1250W spoolhouse s/n 12978	7mm-12mm Wire		1988
High Bay	Koch 4	Koch		rolling line with GSG UKA2 pay off tower s/n 88.190, GSG WEZ3A descaling unit s/n 88.191, GSG DEZ pulling device s/n 88195, GSG BSG/TF soap box s/n 98118 (1998), Koch KEG5000 drawing block s/n12.905, and Koch KSS1250W spoolhouse s/n 12.906	7mm-12mm Wire		1988
Low Bay	H30	Jager	GSA	mesh welding line with Schlatter GSA-E02 welder, Hollschen BKM3000/3/1 2 shear s/n 2447 (1989); Herbon	12 electrodes		1989 Refurb' d 2022

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				Breitenbach WST6/3+ST6/3 sheet stacker, Ref No. 536.1305.NR177 (1988)			
Low Bay	G55	EVG	G55/102	mesh welding line with TL26 linewire pulling device, DE 5/12 straightener, M35/102 fabric cut off shear, T6/12/12 sheet turner/stacker, and TQ3000V cross wire pay off	24 electrodes	Ref No. 16280	1988/9
Low Bay	GD4	EVG	GD4/94/200	mesh welding line with TL12 linewire pulling device, DE 4/102/12 straightener, MD3/102 fabric cut off shear, TD6/102 sheet turner/stacker, and TQ3000V cross wire pay off	12 electrodes	806 Ref No. 14570	1987
Low Bay	PG32	Schlatter	6MX 121-5120 5PG	mesh welding line with RZG 32 LVR linewire feeder s/n S1/9745/2628, S32/QS5 magazine s/n GSI4895-4820 (1987), Reinking Kolbus WST6 95 sheet stacker	27 electrodes	S1/9336/2629	1980
Low Bay		AWM	1x8, type MRC.SR.AA. 5A	ladder welding machine		325	2006

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Low Bay	MG24	Schlatter	MG24	cut-to-length mesh welding line		GS1/9320/5103	1990
Low Bay		Eurobend	MELC POLY 16x2 CNC L8M	straightener		021/795	2022
Low Bay	R5/3	Wafios	R51	straightening and cutting machine	5mm-8mm Wire	26110020	1986
Low Bay	V1	Vitari	NR16	straightening and cutting machine	5mm-7mm Wire	12310	1983
Low Bay		Wafios	RS41	straightening and cutting machine		26330096	
Low Bay	S1	Jager	GSA 24-M	mesh welding line with linewire feeder, guillotine, Schlatter GS810-28 welder s/n GS1.4891.6526 (2003), turner stacker			1991
Low Bay	S2	Jager	GSA 24-M	mesh welding line with linewire feeder, guillotine, Schlatter GS810-28 welder s/n GS1.4891.6526 (2003), turner stacker			1989
Low Bay		Filzmoser		straightener		AB60005	1996
High Bay	NFE	NFE		rolling line with Farmer Norton pay off tower s/n 91330, GSG WEZ3A descaling unit s/n 90.108 (1990), GSG BSG/T soap	8mm-12mm Wire		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				box s/n. 88.348 (1988), NFE ML drawing block s/n 09479/2, and NFE spoolhouse s/n 09579/1			
High Bay	Koch 5	Koch		rolling line with GSG UKA pay off tower s/n 87.283, GSG DEZ5 descaling unit s/n 89.144, GSG KWG3TS indenting unit s/n 89.142, GSG BSG/TF soap box s/n 89.145, Koch KEG6300 drawing block s/n 13079, GSG stress relieving unit, and Koch KSS1250W spoolhouse s/n 13.080	8mm-16mm Wire		1988
High Bay	Koch 7	Koch		rolling line with GSG UKA pay off tower, descaling unit, soap box, Koch KEG5000 drawing block s/n 14978, stress relieving unit, and Koch KSS1250A spoolhouse s/n 14978	8mm-12mm Wire		1998
High Bay	Koch 6	Koch		rolling line with GSG UKA pay off tower s/n 87.283 (1988), Hi-Draw	8mm-12mm Wire		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				Machinery descaling unit s/n M0585, GSG BSG/T soap box s/n96355 (1966), Koch KEG5000 drawing block, GSG DEG7 stress relieving unit, and Koch KSS1250 spoolhouse s/n 14694 (1997)			
Throughout				Butt Welders comprising:			
Throughout		GMT/Asoe		14 x butt welders			
Throughout		Schlatter		3 x butt welders			
Throughout		Strecker		2 x butt welders			
Throughout		Ideal		butt welder			
Maintenance		VL Church	37	hydraulic press	50t	A3519	
Maintenance		Excel	XL32F	pedestal drill		0111006	2001
Maintenance		Oxford	RT300	arc welding set		713793	
Maintenance		Oxford	RT180	arc welding set		694728	
Maintenance		Cros-Arc	313S	mig welder			
Maintenance		Cros-Arc	313S	mig welder			
Compressor Room	1	Worthington Creyssensac	Rollair 150EV	air compressor		API170597	2012
Compressor Room	2	Worthington Creyssensac	Rollair 125V	air compressor			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Compressor Room	3	Worthington Creyssensac	Rollair 75	air compressor (damaged, to be replaced)			
Compressor Room	4	Worthington Creyssensac	Rollair 100	air compressor			
Compressor Room		Cool Technology		vertical air receiver	8,000 litre	CT32089	1987
Compressor Room		Domnick Hunter	H-Oil-X/SE2015	oil/water separator			
Low Bay		Worthington Creyssensac	DW300	air dryer	ITJ154298		2018
Low Bay		Condensa Cleaner	TRI SEP 150	oil/water separator			
Laboratory		ZwickRoell	1488 Retroline	tensile tester	200kN	74267	
Laboratory		ZwickRoell		tensile tester	1,200kN		2022
Craneage - High Bay		Vaughan		double girder crane, approx. 17m span (not in use)	10 tonnes SWL	17079	1975
Craneage - High Bay		Vaughan		double girder crane, radio control. approx. 22m span (crane runway part of portal frame of building)	10 tonnes SWL (5+5)	17080	1975
Craneage - High Bay		Vaughan		double girder crane, radio control. approx. 22m span (crane runway part of portal frame of building)	10 tonnes SWL (5+5)	16889	1975
Craneage - High Bay		British Monorail		single girder crane with rotating grab attachment, radio control, approx. 17m span (crane runway part of	3 tonnes SWL	SU1085	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				portal frame of building)			
Craneage - High Bay		Cobal		double girder crane, approx. 22m span	6.3 tonnes SWL	J2959	
Craneage - Low Bay		Matterson		double girder crane, radio control, approx. 21m span, downshop runway serving mesh welding lines S1 and S2	5 tonnes SWL	C.38788	1985
Craneage - Low Bay		Matterson		single girder crane, radio control, approx. 14m span, downshop runway serving mesh welding line H30	5 tonnes SWL	5.38838A89	1985
Craneage - Low Bay		Matterson		single girder crane, radio control, approx. 21m span, downshop runway serving mesh welding lines S1 and S2	3.2 tonnes SWL	32230	
Craneage - Low Bay		Stahl		A-frame lifting gantry with hoist, pendant control, serving mesh welding line PG32	3 tonnes SWL		
RFA Tech Shed		Sertom	EMO 314	mesh bender			
Craneage - Yard		Matterson		single girder crane (not in use)	5 tonnes SWL	5.38785A89	1985

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
In Transit	E1	Wafios	RBK51B	straightening and cutting machine (in transit from Barnsley, not inspected)		26343 062	2000

2.4 Location: ROM Group Limited, Rush Drive, Crumlin, Newport, NP11 3EJ

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout	1	RMS		hydraulic guillotine		269	
Throughout		Peddinghaus	AL300	shearing line		322034378000	
Throughout	MB3	Peddinghaus	Perfekt 55 PC	bar bender		3786246586014	
Throughout	MB1	Peddinghaus	Perfekt 55 PC	bar bender		3786246586006	
Throughout	MB2	Peddinghaus	Perfekt 60S	bar bender		3786928206017	
Throughout	Radius 1	Schilt	SBR60	radius bender		151101	2022
Throughout	Radius 2	Schilt	SBR60	radius bender		151085	2022
Throughout	1	EVG	Polybend PBL5	automatic stirrup bender		00326	1989
Throughout	2	EVG	Polybend PBL5	automatic stirrup bender		00335	1989
Throughout	3	EVG	Polybend PBL5	automatic stirrup bender		00327	1989
Throughout	4	EVG	Polybend PBL5	automatic stirrup bender		00338	1989
Throughout	EVG 5	EVG	Polybend PBX 16	automatic stirrup bender		K279612	2022

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	Year
Throughout		Stema	type 011	automatic stirrup bender		05	2002
Throughout		Stuma	Unicut 12XV	roller straightening machine		33	
Throughout	Unicut 2	Stema	Unicut 16XW, type 011	roller straightening machine		018	2007
Throughout		Stema	Twinmatic 16XV, type 964-16XV	stirrup bending machine (yard)		101	1997
Throughout	009	Hambi	KS	bar bender			
Throughout		EVG		straightener			
Throughout	6	Murex	TRANSMIG 326s	MIG welding set			
Throughout	13	Parweld	XTM 403S	MIG welding set			
Throughout	21	Parweld	XTM 403S	MIG welding set			
Throughout	18	Tec Arc	TS-MIG 403HD	MIG welding set			
Throughout	20	Tec Arc	SWF MIG 400S	MIG welding set			
Throughout	24	Tec Arc	TS-MIG 403HD	MIG welding set			
Throughout	25	Tec Arc	TS-MIG 403HD	MIG welding set			
Throughout	19	Tec Arc	SWF MIG 400S	MIG welding set			
Throughout	26	Tec Arc	TS-MIG 403HD	MIG welding set			
Throughout	27	Tec Arc	TS-MIG 403HD	MIG welding set			
Throughout	17	Tec Arc	TS-MIG 403HD	MIG welding set			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Throughout	7	Murex	TS-MIG 326S	MIG welding set			
Throughout	10	Oerlikon	M403	MIG welding set			
Throughout	19	Tec Arc	SWF MIG 400S	MIG welding set			
Throughout	15	Bester	MAG 330	MIG welding set			
Throughout		Tec Arc	TS-MIG 423HD	MIG welding set			
Throughout		Tec Arc	TS-MIG 423HD	MIG welding set			
Throughout	23	Migatronic	MIG 385	MIG welding set			
Throughout	12	Parweld	XTM 403S	MIG welding set (scrap)			
Throughout	22	Parweld	XTM 403S	MIG welding set (scrap)			
Throughout		Clarke	SE36C270	air compressor		24269	2001
Throughout		Kone		twin girder crane	10 tonnes SWL (5+5)		
Throughout		Kone		twin girder crane	5 tonnes SWL		
Throughout		Kone		twin girder crane	5 tonnes SWL		
Yard	5	EVG	Polybend PBLS	automatic stirrup bender (scrap)		00313	1989
Yard		EVG	PBLS	automatic stirrup bender (scrap)		00.299	1989
Yard		EVG	PBLS	automatic stirrup		00.334	1989

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
				bender (scrap)			
Yard		EVG	PBLS	automatic stirrup bender (scrap)		00.307	1989

2.5 Location: ROM Group Limited, 710 Brightside Lane, Sheffield, South Yorkshire, S9 2SR

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 1		MEP	Tiger 352 SX Evo	pulldown circular saw		132591M/43	2001
Bay 1		Behringer Eisele	VMS370PV	vertical circular cut off saw		10017566	2022
Bay 1		Schilt	SBC60	bar bender		150653	2021
Bay 1	ES151	MEP	Format 14	automatic stirrup bender		194014	2006
Bay 1		MEP	Format 16	automatic stirrup bender		103070	2007
Bay 1	48	MEP	Mini Syntax	straightening machine		181167	1999
Bay 1		MEP	Format 14	automatic stirrup bender		800011	2006
Bay 1	Bitronic 3	MEP	Bitronic	automatic straightener		240012	2006
Bay 1		EVG	Polybend PBX 16	automatic stirrup bender		K279614	2022
Bay 1		EVG	Polybend PBX 16	automatic stirrup bender		K257796	2021
Bay 1		Ingersoll Rand	U5-110-8	air compressor		2102520	2007
Bay 1		Atlas Copco	GA15VSD+FF	air compressor		API265287	2018

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 1		Almig	Combi	air compressor			
Bay 1		Atlas Copco	FD60	refrigerant air dryer		ITJ174906	2018
Bay 1		Atlas Copco	OSC95	oil/water separator			
Bay 1		Rednal Pneumatics		vertical air receiver	250 litres	15048/002	2000
Bay 2		KRB	11M	radius bender (not in use)		RL94-R010	
Bay 2		Pedax	AL300	shearing line		3220340695009	
Bay 2		Cador	Cadormatic 300	shearing line with Pedax Simplex RS 300 shear s/n 3221479790005		3221479790005	
Bay 2	SL1	KRB	Shearline	shearing line	450mm wide	04SE0466	
Bay 2		Pedax	B-Master	double ended bar bending machine		0100634708004	2008
Bay 2		KRB	Durabend 235	double ended bar bending machine			
Bay 2		Schilt	SBS30	bar bender		150983	2021
Bay 2		Schilt	SBC60	bar bender		150664	2021
Bay 2	5	Pedax	Perfekt 60CA	bar bender		3786412398004	
Bay 3		Behringer Eisele	VMS350PV	vertical circular cut off saw		10017937	2022
Bay 3		Everising	S-300HB	horizontal bandsawing line		110976	2008
Bay 3		Schilt	Multibar 500	shearing line		151110	2021

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 3		KRB	Magna-bend 211	double ended bar bending machine		08-MB0061	
Bay 3		Schilt	DBS3-60N	double station bar bender	18m	151112	2021
Bay 3		RMS	Spiral Fab	ring bending machine with controls s/n SPC17160 (2017)		167	2018
Bay 3		EVG	Polybend PBX 16	automatic stirrup bender		K260117	2021
Bay 3		EVG	Polybend PBX	automatic stirrup bender		K257803	2021
Through out				Welding Sets comprising: (out of use)			
Through out		Tec Arc	TSMIG 403	2 x MIG welding sets (out of use)			
Through out		Parweld	XTM403S	5 x MIG welding sets (out of use)			
Through out		Murex	Transmig 406S	3 x MIG welding sets (out of use)			
Craneage - Bay 3	8	E & C Cranes		double girder crane, radio control, approx. 15m span (not in use)	5 tonnes SWL	10045	
Craneage - Bay 3	6	Smith		double girder crane, radio control, approx. 15m span	5 ton SWL		
Craneage - Bay 3	7	Clyde Cranes		double girder crane, radio control, approx. 15m span	20 ton SWL	223	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Craneage - Bay 3	9	AB Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL	J5568	
Craneage - Bay 2	5	Clyde Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL		
Craneage - Bay 2	4	Clyde Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL	925	
Craneage - Bay 2	3	E & C Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL	10050	
Craneage - Bay 1	2	Clyde Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL	929	
Craneage - Bay 1	1	Clyde Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL		
Craneage - RFA Building	10	Matterson		double girder crane, radio control, approx. 15m span	10 ton SWL	933	
Craneage - RFA Building	11	E & C Cranes		double girder crane, radio control, approx. 15m span	5 ton SWL		
Craneage - Outside		PLS		semi goliath single girder crane with gantry and rails	5 tonnes SWL	32236	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
RFA Building		Pedax	Perfekt 60CA	bar bender (not in use)		3786412398003	
RFA Building				In-house manufactured ring bender (not in use)			
RFA Building		Pedax	Perfekt 60CA	bar bender (not in use)		3786412398001	
RFA Building		La Roche		radius bender (not in use)		LRSP303505	
RFA Building		Pedax	Perfekt 60	bar bender (not in use)		3740248687008	
RFA Building		RHTC	PPC28 Profi Press	hydraulic C-frame press		PRC10010N20 21 020	2022
RFA Building		Pedax	092	stirrup bender		035	2014
RFA Building		Bigstone	CF-450	horizontal bandsawing line			
RFA Building		Peddinghaus		bar bender			
RFA Building		Peddinghaus	Special 32S	bar bender		3630628806009	
RFA Building		Atlas Copco	GX15	air compressor		AII660757	2003
RFA Building		Edwards	50 ton Duo Press	punch press		0145203	
In Transit	34	EVG	Polycut PCN-16	wire straightener & cutter (in transit from Mansfield, not inspected)		K35040	2003

2.6 Location: ROM Group Limited, Brierley Park Cl, Sutton-in-Ashfield, NG17 3FW

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Throughout		Lincoln	425S Powertec	13 x MIG welding sets			
Throughout		Tec Arc	Mig 400	2 x MIG welding sets			
Throughout		Parweld	XTM404S	2 x MIG welding sets			
Throughout		Parweld	XTM 403S	4 x MIG welding sets			
Throughout		Murex	Transmig 406S	MIG welding set			
Bay 1		Pedax	Pilemaster 400/2000/18	pile cage welding machine with TexComputer controls, SAI control panel s/n 00518	2,000mm cage dia.	BI200018018051	2018
Bay 1		Pedax	Pilemaster 200/1500/16	pile cage welding machine with TexComputer controls, SAI control panel s/n 02418	1,500mm cage dia.	PI150016018053	2018
Bay 2		Pollard	Corona 360	radial arm drill		26899D	
Bay 2		Geka	Hydra Crop 165/S	ironworker with infeed and outfeed roller tables		859	
Bay 2		Sigma	DSX-36	radius bender		DSX361114001	2014
Bay 2		La Roche		band machine		5314 LR SP30	
Bay 2		Peddinghaus	Special 32S	bar bender		3630546890003	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	Year
Bay 2		Pedax	Pilemaster 400/2000/18	pile cage welding machine with TexComputer controls, SAI control panel s/n 0321		P1200018021070	2021
Bay 3		Pedax	Pilemaster DF400/2000	pile cage welding machine with TexComputer controls, SAI control panel s/n 03921		P1200018021072 R	2021
Bay 3		Pedax	Pilemaster 200/1500/16	pile cage welding machine with TexComputer controls, SAI control panel s/n 05917 (2017)	1,500mm cage dia.	PI150018018050	2018
Bay 3		Pedax	Pilemaster 200/1500/16	pile cage welding machine with TexComputer controls, SAI control panel s/n 03918	1,500mm cage dia.	PI150016018054	2018
Bay 3		Peddinghaus	60H	manual shear (out of use)		3150642488003	
Bay 3		Atlas Copco	GA11VSD+FF	air compressor		API258910	2016
Bay 3		Atlas Copco		vertical carbon steel air receiver		8101018052	2017
Craneage - Bay 1	1	Acorn Lifting Services		double girder crane, radio control,	5 tonnes SWL		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
				approx. 11m span			
Craneage - Bay 1	2	Acorn Lifting Services		double girder crane, radio control, approx. 11m span	5 tonnes SWL		
Craneage - Bay 1	3	Acorn Lifting Services		double girder crane, radio control, approx. 11m span	5 tonnes SWL		
Craneage - Bay 2	4	Cobal Cranes		double girder crane, radio control, approx. 11m span	10,000Kg SWL	J2076/2	
Craneage - Bay 2	5	Acorn Lifting Services		single girder crane, radio control, approx. 11m span	10 tonnes SWL		
Craneage - Bay 3	6	Acorn Lifting Services		double girder crane, radio control, approx. 11m span, downshop runway	5 tonnes SWL		
Craneage - Bay 3	7	Acorn Lifting Services		double girder crane, radio control, approx. 11m span, downshop runway	5 tonnes SWL		
Craneage - Bay 3	8	Acorn Lifting Services		double girder crane, radio control, approx. 11m span, downshop runway	5 tonnes SWL		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Yard		KRB/ Arm-Tec	BF12/ Spinmaster	rebar rollmat machine (out of use)		019	2008
Yard		Pedax	B-Master	double ended bar bending machine (out of use)		058530907003	2007
Yard		Pedax	Rollmaster 40W	welding and laying machine (not in use)		810055	2003
Yard				Double girder crane with freestanding gantry approx. 20m x 15m	3.2 tonnes SWL		

2.7 Location: ROM Group, Wheaton Road, Witham, Essex, CM8 3BU

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 1		EVG	PBLS	automatic stirrup bender (scrap)		287	1989
Bay 1	6	EVG	PBLS	automatic stirrup bender		285	1989
Bay 1	5	EVG	PBLS	automatic stirrup bender		315	1989
Bay 1	4	EVG	PBLS	automatic stirrup bender		284	1989
Bay 1		EVG	PBLS	automatic stirrup bender		278	1989
Bay 1		EVG	Polybend PBX 16	automatic stirrup bender		K279616	2022

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Bay 1		Geka	Hydracrop 100-S	hydraulic metalworker		13956	2000
Bay 1		Nuair	B2800B/3M/100	air compressor		50370900022	2020
Bay 1		Ucimu / Imet	BS280/60GH	horizontal bandsaw			2010
Bay 1		Pedax Stema	Simplex 60H	manual shear		3150712799010	1999
Bay 2	MB4	Peddinghaus	Special 55S	bar bender		3740247687020	
Bay 2		Pedax Stema	Perfekt 60PCN	bar bender		378634749000018	2001
Bay 2	MB2	Pedax Stema	Perfekt 60PCN	bar bender		3786347490003X CC	2001
Bay 2		La Roche	LRSP 30	radius bender		3656	1990
Bay 2		Peddinghaus	Perfekt 60 CA	bar bender		3786443396008	
Bay 2		Schilt	Flexbar 300AE	shearing line		150614	2010
Bay 2		Peddinghaus	Cadormatic/Simplex RS300	shearing line		31506342888012	2001
Bay 2		Peddinghaus	Simplex 60H	manual shear		3150642888012	1999
Bay 2		Boge	C150R	air compressor , with C15DR dryer		5119618	2015
Bay 2				Steel constructed surface mounted weigh bridge			
Bay 2		Ingersoll Rand	200 litre	air compressor		236929	1974
Craneage Bay 2		Vaughan		twin girder overhead crane, 30m span	10 tonnes SWL (5+5)	17500	1980

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Craneage Bay 2		J Bradshaw		twin girder overhead crane, 30m span	5 tonnes SWL	65585	2000
Craneage Bay 2		Gillott Engineering		twin beam overhead crane, 30m span	10 tonnes SWL (2.5+5)	2373	2005
Bay 3		Pedax Stema	Unicut 14XV, type 991	roller straightening machine		17	2004
Bay 3		Peddinghaus	Special 32s	bar bender		3630548888007	1995
Bay 3		Pedax Stema	Unicut 14XV, type 991	roller straightening machine		10	2004
Bay 3		Ingersoll Rand		air compressor		2151942	2006
Bay 3		Clarke Air	160 Litre	air compressor		38771	2006
Throughput	MIG1	Murex	Transmig 253	MIG welder		521903-4596	2010
Throughput	MIG2	Murex	Transmig 406	MIG welder		246803-0572	2010
Throughput	MIG19	Murex	Transmatic Lynx 4HD	wire feed		P08A1206	2010
Throughput	MIG3	Parweld	XTM4035	MIG welder (in need of repair)		11111322077	2015
Throughput	MIG6	Parweld	XTM4035	MIG welder		11111322073	2015
Throughput	MIG3	Parweld	XTMWF100	wire feed		11051322174	2015
Throughput	MIG6	Parweld	XTMWF100	wire feed		12031322163	2015
Throughput			XTL 203MMA	MIG welder			
Throughput		BSC		spreader beam		61297	2010

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YOM
Throughput		Kamanchi	Plasma 70	plasma cutter		G022-500336	2010
Yard		Coles		wheeled mobile crane		32064	1980
Warehouse		Peddinghaus	55S	bar bender		3740249888010	1995
Warehouse		Peddinghaus	55S	bar bender (scrap)		8988013	1995
Warehouse		Peddinghaus	55S	bar bender (scrap)		7687004	1995
Warehouse		Peddinghaus	55S	bar bender (scrap)		888018	1995
Warehouse		La Roche	LRSP 30	2 x radius benders (scrap)		3638	1990
Warehouse		EVG	PBLS	automatic stirrup bender (scrap)		330	1989
Throughput		ACV Delta	55	water boiler			2010

3. PLANT AND MACHINERY OWNED AND CHARGED BY CELSA MANUFACTURING (UK) LIMITED

3.1 Location: Celsa Manufacturing (UK) Limited, Sea Wall Road, Tremorfa, Cardiff CF24 5TH

(a) All plant, machinery and equipment comprised in the meltshop and casting plant supplied to Celsa Manufacturing (UK) Limited by SMS Demag Atkiengesellschaft under a contract dated 24 March 2004 made between Celsa Manufacturing (UK) Limited and SMS Demag Atkiengesellschaft together with all additions, alterations, accessories, replacements, substitutions and renewals from time to time.

(b) New melt shop

Item	Quantity	Description
		MELT SHOP

1.		Melt Shop Line - Capacities 130m3 charging volume, 140 tonne of liquid steel, 165 tonne scrap charge, Tap to Tap 48 mins, 180 tonnes per hour Comprising:
2.	2	External scrap handling compound with 2 Konecranes 30 tonne capacity cranes, fitted magnets and grabs Year 2006
	1	TAIM 250/50 tome charging crane Year 2006
	1	TAIM 40/20 tome maintenance crane Year 2006
	3	Ormis electric drive track mounted basket cars, 140 ton capacity Year 2006
	3	Scrap baskets, bottom discharge, 90 ton capacity Year 2006
	1	Radiation detection system
		SMS Demag electric arc furnace system comprising:-
	2	Lower shell hearths 7.3m internal diameter
	2	Upper shell lanterns 7.3m internal diameter
	3	Furnace roofs Year: 2005
	1	Tamini 115 MVA transformer
	3	610mm x 8.1m graphite rods
	1	Support steelwork throughout
	1	Hydraulic tilting system
	1	Roof lift and swing system
	1	Control systems throughout
	1	Oxygen injection system
	1	MORE automatic temperature checker
	1	Bottom tap system to Ladles

	8	Refractory lined ladles, 140 ton capacity
	1	Ormis electric drive track mounted tapping car
	1	Track mounted electric drive ladle to furnace car
	1	TAIM 250/50 tonne ladle transfer teeming crane
	1	Carbon additive system with silos and pipework throughout
	1	Alloy system with hoppers and vibratory conveyor feeds for silicon manganese, lime and LD38
	1	SMS Dernag ladle furnace, 140 capacity
	1	Tamini 20 MVA transformer
	3	400mm graphite electrodes
	1	Ladle furnace fume extraction system
	2	Mapeco vertical air/gas ladle dryers
	2	Horizontal air / gas ladle preheaters
	1	Horizontal oxygen / gas ladle preheaters
	1	Ladle twin position turret arm
	1	TAIM 75 ton tundish crane
	2	Twin track mounted tundish cars
	1	Concast bow type 6 strand continuous casting machine, 9m - 16m radius.
	1	Convex water cooled copper tubes, 140mm square to 120 mm x 265mm
	1	Concast levels control system
	1	Mould oscillation deck
	6	Straightening machines
	6	Water spray cooling tunnels
	6	Clamp on travelling gas/air cut off heads

	1	Secondary cooling and roller table take off to cross transfer and billet tables
	5	Konecanes (2 x 10 tonne, 1 x 15 ton, 2 x 30 tonne)
	2	Electrode handling jib cranes
	1	Water treatment and cooling plant, pipework and controls throughout
	1	Gas, Oxygen, Argon & Nitrogen distribution
	1	Primary fume extraction systems throughout
	1	Secondary building fume extraction system
	1	ARL 4460 metals analyser Year: 2006
	1	ARL OE spectrometer Year: 2001
	1	Spectra Titan x ray slag analyser
	2	Leco carbon/sulphur analysers
	1	Electrical sub stations, cabling etc
	1	Compressors and compressed air system throughout
	1	Fume extraction system, 2.4 million m3/hr with associated ducting, 2 Robicon 11KVA booster fans
	1	Quench tower with water spray system
	1	Electric drive 4 wheel rail mounted basket transfer cars
	1	Variable Speed drives for dedusting plant

(c) Section Mill

Item	Quantity	Description
3.		SECTION MILL
	1	Furnace billet handling area with charging table

	1	Re-heat cross push furnace with pushout (natural gas, 80 tonnes/hour capacity) Handling billets of 140mm square, 120mm x 200mm and 120mm x 280mm
	1	Morgardshammer stand OV, Vertical roughing stand (Circa 1985)
	1	Glanmorfa stand 1H, Horizontal roughing stand (Circa 1962)
	1	Glanmorfa stand 2, Horizontal roughing stand (circa 1962)
	1	Glanmorfa stand 3, Horizontal roughing stand (circa 1962)
	1	Lagun Artea Stand CH (Siemens 955Kw DC Motor), Horizontal intermediate stand (2009)
	1	Lagun Artea Stand 2H (Siemens 955KW DC motor), Horizontal intermediate stand (2007)
	1	Lagun Artea Stand 3H (Siemens 955KW DC Motor), Horizontal intermediate stand (2008)
	1	Lagun Artea Stand 4V (Siemens 955Kw DC Motor), Horizontal intermediate stand (2008)
	1	Lagun Artea Stand 5H (Siemens 955Kw DC Motor), Horizontal intermediate stand (2009)
		<u>Material handling system comprising:</u>
	3	Manipulators
	6	Entry table rolls for stands 1-6
	2	Delivery table rolls for stands 2 & 4
	2	Exit table rolls for stands 3 & 5
	1	Glanmorfa Stand 6, finishing stand (circa 1962)
	1	Lagun Artea crop shear (2005)
	1	Pomini Stand 7 (700kw DC motor), finishing stand (circa 1995)
	1	Pomini Stand 8 (700kw DC motor) , finishing stand (circa 1995)
	1	Pomini Stand 9 (700kw DC motor) , finishing stand (circa 1995)

	1	Pomini Stand 10 (700kw DC motor) , finishing stand (circa 1995)
	1	Pomini Stand 11 (700kw DC motor) , finishing stand (circa 1995)
	1	Pomini Stand 12 (700kw DC motor) , finishing stand (circa 1995)
	1	Pomini Stand 13 (700KW DC motor), finishing stand (circa 1995)
	1	Control Pulpit 1 (retrofitted 2005)
	1	Lagun Artea divide shear (2005)
	1	TBK laser gauge (2009)
	1	Simac water cooled, walking beam cooling bed (1995) 65 metres capacity
	1	Simac straightener
	1	Simac cold shear (customer lengths 5.5m – 15.5m)
	1	Control Pulpit 2 (retrofitted 2005)
	1	Simac stacker
	1	Simac wire tier 1
	1	Simac wire tier 2
	1	Control Pulpit 3 (retrofitted 2005)
	1	Sund Blister wire tier 3 (2009)
		<u>Bundle transfer weighing and discharge area comprising:</u>
	1	Control pulpit 4 retrofitted (2005)
		THROUGHOUT - ASSOCIATED WITH LINE:
	1	Transformers, switchgear, compressors and drivegear etc throughout
	1	Spare stands
	1	Spare rolls for stands

	1	Spare rolls for straightener
	1	Quantity spare guides
	1	Quantity general spares
		CRANEAGE
	1	Billet bank west crane, 12T capacity
	1	Billet bank east crane, 10T capacity
	1	Mill travelling gantry crane, 30T capacity
	1	Mill travelling gantry crane, 20T capacity
	1	Street Cranes A Bay North travelling gantry crane, 15T capacity
	1	Street Cranes A Bay South travelling gantry crane, 15T capacity
	1	Street Cranes B Bay North travelling gantry crane, 15T capacity
	1	Street Cranes B Bay South travelling gantry crane, 15T Capacity
	1	Street Cranes C Bay North travelling gantry crane, 15T capacity
	1	Street Cranes C Bay South travelling gantry crane, 15T capacity
	1	D Bay North travelling gantry crane
	1	D Bay South travelling gantry crane

(d) Rod and Bar Mill

Item	Quantity	Description
		ROD AND BAR MILL
		Rod and Bar Mill (commissioned 1976) Capable of producing: Reinforcing bars 8mm - 20mm diameter Coil 8mm - 20mm diameter Wire Rod 5.5mm to 17mm diameter
		to include
	1	Furnace billet handling area with loading table, billet conveyor, shuffler, skids, kickoff levers, cross pusher etc
	1	Stein Atkinson Stordy Re-heat walking beam furnace with push out (Natural gas, 150 tons/hour capacity) Handling billets of 140mm square x 127mm square x 15 metres long
	1	Morgan switchplate
	1	Morgan up and down shear
	1	Morgan Stand 1 18in roughing stand (Circa 1976)
	1	Morgan Stand 2 18in roughing stand (Circa 1976)
	1	Morgan Stand 3 18in roughing stand (Circa 1976)
	1	Morgan Stand 4 18in roughing stand (Circa 1976)
	1	Morgan Stand 5 18in roughing stand (Circa 1976)
	1	Morgan Stand 6 16in roughing stand

Item	Quantity	Description
		(Circa 1976)
	1	Morgan Stand 7 16in roughing stand (Circa 1976)
	1	Morgan Stand 8 16in roughing stand (Circa 1976)
	2	Morgan crop and cobble shears
	1	Morgan Stand 9 16in intermediate stand (Circa 1976)
	1	Morgan Stand 10 16in intermediate stand (Circa 1976)
	1	Morgan Stand 11 14in intermediate stand (Circa 1976)
	1	Morgan Stand 12 14in intermediate stand (Circa 1976)
	1	Morgan Stand 13 14in intermediate stand (Circa 1976)
	1	Morgan Stand 14 14in intermediate stand with cobble bundler (Circa 1976)
	1	General control and monitoring pulpit (CP4)
		ROD LINE
	1	Morgan double snap shear
	1	Morgan repeater 1
	1	Morgan Stand 15 10in looping stand (Circa 1976)
	1	Morgan Stand 16 Win looping stand

Item	Quantity	Description
		(Circa 1976)
	1	Morgan repeater 2
	2	Morgan crop and divide pinch rolls
	2	Morgan crop and divide shears
	2	Morgan cropping shears
	2	Morgan single snap shears
	10	Morgan stands Nos. 17-26 No twist finishing blocks Circa 1976)
	2	Morgan 3 high gearboxes
	2	Morgan 2 high speed gearboxes
	2	Morgan water boxes
	2	Morgan Orbis gauges
	2	Morgan laying head pinch rolls
	2	Morgan laying heads with pipe rig
	2	Morgan entry section lifts
	2	Morgan Stelmer conveyors
	2	Morgan Stelmer roller tables
	2	Morgan reform tubs
	1	Pallet system to include Quantity of Morgan pallets with approx 300 modules, transfer cars and turntables etc
	2	Morgan trimming stations
	4	Morgan coil inverters
	4	Morgan compactors
	4	Morgan coil weigh bridges
	2	Morgan downloaders

Item	Quantity	Description
	1	Morgan coil index conveyor
		BAR LINE
	1	Simac down hill pinch roll
	1	Simac angled repeater
		Simac pinch rolls 1 and 2
		Simac shears 1 and 2
		Simac openable channels
		Simac stands 17 and 18 Finishing stands (Circa 1995)
	1	Simac up looper
		Simac pinch rolls 3 and 4
		Morgan shears 3 and 4
		Simac chopping shears 5 and 6
	2	Simac side loopers
	2	Simac single snap shears
	6	Simac stands 19 — 24 No twist finishing blocks (Circa 1995)
		Simac water cooling tempcore ranges 1-5
	1	Simac pinch roll 50
		Simac fast and slow pinch rolls 5 & 6 and 7 &
		Simac fast and slow shears 7 & 8 and 9 & 10
		Simac bar breakers 1 & 2 and 3 & 4
		Simac rotating channels 1 & 2 and 3 & 4
	1	Simac emergency pinch rolls 9
	1	Simac shear 11

Item	Quantity	Description
		Simac walking beam cooling beds (Circa 1995) (78 metre capacity) Simac run out rolls
	1	Simac entry damper
	1	Simac cold shear
	1	Simac control pulpit CPB2
	1	Simac exit damper
		Simac rotating arms
		Simac handling plant
	2	Simac bundle beams
		Simac control pulpits CPB3 & CPB4
		Simac wire tiers 1 — 4
	1	Simac North bar weighbridge
	1	Simac South bar weighbridge
		DANIELI SPOOLER LINE
		Lines 1 & 2 (Commissioned 2007) (twin strand, 4 spoolers - 2 per strand 10mm - 20mm capacity)
	2	Danieli TRH high speed pinch roll
	2	Danieli diverters
	2	Conveying troughs
	2	Danieli TRO entry pinch rolls
	2	Danieli crop shears
	2	Scrap buckets
	2	Water box and valve benches
	2	Danieli diverters
	4	Danieli uploopers

Item	Quantity	Description
	4	Daniell braking pinch rolls
	4	Danieli spoolers and spooler drives
	4	Danieli manipulators
	2	Daniell coil handlers
	2	Danieli lifters and turners
	4	Danieli strapping devices
	2	Danieli easy downs
	2	Danieli weighing stations
	2	Danieli rotating benches
	2	Danieli roller tables
		Conveyor system with down enders
	1	Danieli spooler control pulpit
	1	Jaso crane (2 x 12.5 tonne plus 5 aux tonne capacity) Year 2006
		THROUGHOUT – ASSOCIATED WITH LINES
		Transformers switchgear, compressors and drivegear etc throughout mill
		Quantity spare stands
		Quantity spare rolls and stands
		Quantity spare roll sets
		Quantity spare guides
		Quantity general spares
		CRANEAGE
	1	Rumney Billet bank crane 1 (2 x 12.5 ton capacity) Year 1975

Item	Quantity	Description
	1	Rumney Billet bank crane 2 (2 x 12.5 ton capacity) Year 1975
	1	Stahl Mill Crane 4 (40 ton plus 15 ton aux capacity) Year 2009 (rod line)
	1	Rumney Mill Crane 5 (25 ton plus 12.5 ton aux capacity) Year 1975 (rod line)
	1	Rumney Mill Crane 6 (12.5 ton capacity) Year 1975 (rod line)
	1	Butterley Mill Crane 7 (10 ton capacity) Year 1995 (rod line)
	1	Butterley Mill Crane 8 (10 ton capacity) Year 1995 (rod line)
	1	Demag Mill Crane 9 (40 ton plus 10 ton aux capacity) Year 1995 (bar line)
	1	Butterley Mill Crane 10 (16 ton capacity) Year 1995 (bar line)
	1	Butterley Mill Crane 11 (16 ton capacity) Year 1995 (bar line)
		LABORATORY/TEST HOUSE
	1	Zwick Roe11 Z1500 tensile test machine Serial No. 178185

Item	Quantity	Description
	1	Dartec RK tensile test machine
	1	Zwick Roell/Dartex Zmart Pro 1200 tensile test machine
	1	Denison tensile test machine
	1	Rumel Vibro Forte 500KN fatigue testing machine
		ROLL SHOP MAINTENANCE AREA
	1	American heavy duty CNC lathe
	1	Herkules notching machine
	1	Atomat AT820ECNC CNC heavy duty notching lathe Serial No. 315 (2007)
	1	Colchester Mascot 1600 gap bed centre lathe
	1	Moser carbide roll notching machine
	1	Charmilles carbide roll spark eroder
	2	Wendt Diatos 501 roll grinding machines
	1	Werth wheel dressing machine
		OUTSIDE
	1	Twin stack recuperator and waste heat boiler with heat exchanger
	1	Teva water treatment plant to include Suction Type 3 unit (3 cells/unit) Cooling tower together with all associated equipment to include Grundfoss pumps, pipework and ancillary equipment
	1	Mill Water Treatment Plant Including
	2	Settlement clarifiers, cooling tower, head tank (1976)

SCHEDULE 7
INSURANCE POLICIES

Chargor	Provider	Insured Risk	Policy Number	Insurance Period
Celsa (UK) Holdings Limited	HDI-Global SE-UK Branch	Public/Product Liability (Local UK Policy)	110-01162620-14000	20 November 2022 to 19 November 2023
	HDI Global SE, Sucursal en España	Public / Product Liability (Master Group Policy)	08051712-14001	20 November 2022 to 19 November 2023
Celsa (Wales) Limited	XL Insurance Company SE, Spanish Branch	All Risks Property Damage and Business interruption (Master group Policy)	XES00022450PR22A	21 November 2022 to 20 November 2023
	AXA XL Insurance Company UK Limited	All Risks Property Damage and Business interruption (local UK policy)	UK00006750PR22A	21 November 2022 to 20 November 2023
	HDI Global SE Sucursal en España	Public liability and Products Liability	08051712-14001	20 November 2022 to 20 November 2023
Celsa Manufacturing (UK) Limited	XL Insurance Company SE Spanish Branch	All Risks Property Damage and Business interruption	XES00022450PR22A	21 November 2022 to 20 November 2023
	AXA XL Insurance Company UK Limited	All Risks Property Damage and Business interruption	UK00006750PR22A	21 November 2022 to 20 November 2023

Chargor	Provider	Insured Risk	Policy Number	Insurance Period
Celsa Manufacturing Trading as Celsa Recycling	Aspen	All Risks Property Damage and Business interruption	N0AFJV923A0C	13 March 2023 to 12 March 2024
	HDI Global SE Sucursal en España	Public liability and Products Liability	08051712-14001	20 November 2022 to 20 November 2023
Celsa Steel Service (UK) Limited	HDI Global SE Sucursal en España	Public liability and Products Liability	08051712-14001	20 November 2022 to 20 November 2023
BRC Limited, registration	XL Insurance Company, SE, Spain Branch	All Risks Property Damage and Business interruption	XES00022450PR22A	21 November 2022 to 20 November 2023
	HDI- Global SE-UK Branch	Public/Products Liability	110-01162620-14000	20 November 2022 to 19 November 2023
	Atradius Credito y Caucion S.A.	Insolvency and Protracted default	81507	1 January 2022 to 31 December 2024
ROM Limited, registration	XL Insurance Company, SE, Spain Branch	All Risks Property Damage and Business interruption	XES00022450PR22A	21 November 2022 to 20 November 2023
	Nexus CIFS Limited	Credit Insurance Commercial - Risks Attaching	692	01 May 2022 to 30 April 2024

Chargor	Provider	Insured Risk	Policy Number	Insurance Period
	Allianz	Credit Insurance Commercial – Risks Attaching	P120000491	01 July 2022 to 30 June 2023
RFA-Tech Ltd	XL Insurance Company, SE, Spanish Branch	All Risks Property Damage and Business interruption	XES00022450PR22A	21 November 2022 to 20 November 2023
	HDI Global SE - UK	Public/Products Liability	110-01162620-14000	20 November 2022 to 19 November 2023
	Nexus CIFS Limited	Credit Insurance Commercial - Risks Attaching	693	01 May 2022 to 30 April 2024
ROMTECH Limited	XL Insurance Company, SE, Spain Branch	All Risks Property Damage and Business interruption	XES00022450PR22A	21 November 2022 to 20 November 2023
	Nexus CIFS Limited	Credit Insurance Commercial - Risks Attaching	911	01 May 2022 to 30 April 2024
ROM Group Limited	HDI Global SE - UK	Public/Products Liability	110-01162620-14000	20 November 2022 to 19 November 2023
	HDI Global SE Sucursal en España	Public liability and Products Liability	08051712-14001	20 November 2022 to 20 November 2023

SCHEDULE 8
MONETARY CLAIMS

Chargor	Monetary Claim Charged
Celsa (Wales) Limited	<p>a) all rents and licence fees now or hereafter owing in respect of the Mortgage Property.</p> <p>b) all of rights, title and interest in and to in the proceeds of all present and future insurances in respect of the Mortgage Property.</p> <p>c) all rights, title and interest in and to all or any monies from time to time received by the chargor or its agents or solicitors now or hereafter owing to it.</p> <p>For the purposes of this charge, "Mortgage Property" means the land at East Moors Road, Cardiff and land to the east of East Moors Road, Cardiff, registered at HM Land Registry under title numbers CYM13119 and CYM108753 and part of CYM121192 and also an unregistered parcel of land at Castle Works, Cardiff and all buildings, erections, structures, fixtures and fittings and fixed plant and machinery now or thereafter thereon and all improvements and additions thereto and with the benefit of all existing and future leases, underleases, tenancies agreements for lease rights, covenants, undertakings and warranties.</p>
Celsa (Wales) Limited	<p>a) All the benefit of and the right to enforce all contacts and agreements (if any) for the sale, purchase, leasing, mortgaging, management or other dealing with the Mortgaged Property and all building contracts and agreements (if any) for professional and other services (including without limitation, any collateral warranties) and all other contracts and agreements and bonds (if any) now or from time to time entered into for the purposes of carrying out any development of the Mortgaged Property for the purposes related to any building contracts in relation to the Mortgaged Property (in each case including for the avoidance of doubt its right against any person giving any guarantee, indemnity or security for the performance of any obligations under any said contract or agreement;</p> <p>b) All rents and licence fees now or hereafter owing to it in respect of the Mortgaged Property but so</p>

	<p>that nothing in this paragraph and no arrangement (express or implied) in respect of the any such rents shall constitute the chargee as a mortgagee in possession; and</p> <p>c) All the chargor's rights, title and interest in and to all moneys from time to time received by it or its agents or solicitors or owing to it in respect of any sale, letting, mortgage, charge or other dealing with the Mortgaged Property or in respect of any compensation or other payment relating to the Mortgaged Property or in respect of any compensation or other payment to the Mortgaged Property and its right to make demand for, or to receive, any of the same,</p> <p>where, "Mortgaged Property" means the property known as the Land at Castle Works at East Moors Road, Cardiff (title numbers WA888245, CYM172250 and WA88859) and the property known as Land at East Moors Road, Cardiff (Title Number CYM16175) and all buildings, erections, structures, fixtures and fittings and fixed plant and machinery now or thereafter thereon and all improvements and additions thereto.</p>
Celsa (Wales) Limited	<p>a) The benefit of all rights, licenses, guarantees, rent, deposits contracts, deeds, undertakings and warranties relating to the Property; and</p> <p>b) Any rental and other money payable under any lease, licence or other material interest created in respect of the Property,</p> <p>where the "Property" means the Freehold Property known as the Former Carrington Wire Complex Rear of Seawalls Road, Tremorfa.</p>

SCHEDULE 9
RELEVANT CONTRACTS

None

EXECUTION PAGES TO THE SUPPLEMENTAL COMPOSITE DEBENTURE

The Original Chargors

Executed as a deed by **CELSA (UK) HOLDINGS LIMITED** acting by a director
in the presence of:

Signature of Director:



Name of Director:

CARLES ROUIRA

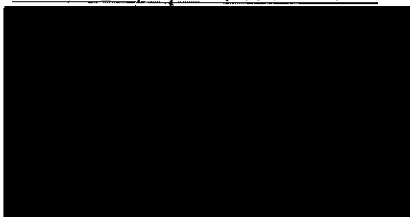
Signature of witness:



Name of witness:

Holly Arnold

Address of witness:



Executed as a deed by **CELSA MANUFACTURING (UK) LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **CELSA (WALES) LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **CELSA STEEL SERVICE (UK) LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **BRC LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **ROM GROUP LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **ROM LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **ROMTECH LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **RFA-TECH LTD** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Executed as a deed by **RFA (PENISTONE) LIMITED** acting by a director
in the presence of:

Signature of Director: _____

Name of Director: _____

Signature of witness: _____

Name of witness: _____

Address of witness: _____

The Security Agent

For and on behalf of

WILMINGTON TRUST (LONDON) LIMITED

By:

Name:

Title: