



Registration of a Charge

Company Name: **BRC LIMITED**

Company Number: **06662824**



XC6NXJ75

Received for filing in Electronic Format on the: **28/06/2023**

Details of Charge

Date of creation: **27/06/2023**

Charge code: **0666 2824 0023**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **LAND SEE CLAUSE 2(B) OF THE DEBENTURE WHICH CREATES A FIRST LEGAL MORTGAGE OVER ALL MORTGAGED PROPERTY (AS DEFINED IN THE DEBENTURE), INCLUDING: ADDRESS TITLE NUMBER(S) TENURE REGISTERED PROPRIETOR 1 WHALEY ROAD, BARNSELY, SOUTH YORKSHIRE S75 1HT SYK373127, SYK8728 AND SYK87365 FREEHOLD BRC LIMITED 2 79-81 STATION ROAD, SUTTON-IN-ASHFIELD, NOTTINGHAMSHIRE NG17 5FR (AKA THE FORMER SUTTON IN ASHFIELD CENTRAL STATION AND GOODS YARD, STATION ROAD, ASHFIELD) NT150946 FREEHOLD BRC LIMITED 3 UNIT 12, BRIERLEY INDUSTRIAL PARK, STANTON HILL, NOTTINGHAMSHIRE NG17 3FW NT316969 FREEHOLD BRC LIMITED SEE CLAUSE 2(C)(I) OF THE DEBENTURE, WHICH CREATES A FIRST FIXED CHARGE OVER ALL INTERESTS IN ANY FREEHOLD OR LEASEHOLD PROPERTY NOW OR IN THE FUTURE BELONGING TO IT INTELLECTUAL PROPERTY SEE CLAUSE 2(C)(XI) OF THE DEBENTURE WHICH CREATES A FIRST FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE) INCLUDING ANY REVENUES OR OTHER INCOME ARISING THEREUNDER AND ANY CLAIMS FOR DAMAGES ARISING WITH RESPECT THERETO (WHETHER BY REASON OF INFRINGEMENT OR OTHERWISE HOWSOEVER).**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6662824

Charge code: 0666 2824 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2023 and created by BRC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2023 .

Given at Companies House, Cardiff on 29th 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**

Dated 27 June 2023

CELSA STEEL (UK) LIMITED
and others as Chargors

and

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
as Security Trustee

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Date: 28 June 2023

DEBENTURE

 **NORTON ROSE FULBRIGHT**

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Debenture

Dated 27 June 2023

Between

- (1) **The Companies** identified in Schedule 1 (together with each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (2) **Wells Fargo Capital Finance (UK) Limited** registered in England with number 2656007 as agent and trustee for the Secured Parties (the **Security Trustee**).

Recitals

- (A) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (B) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Interpretation

1.1 Definitions

In this Deed:

Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 5 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve.

Book Debts means (other than in respect of any Non-Vesting Debts or Purchased Receivables):

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and the Other Accounts.

Dangerous Substance means any substance of whatever kind and form and in whatever combination capable of causing harm to any lifeform or the environment.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6.

Environmental Law means all laws, regulations, directives, statutes and any guidance, circular or regulations issued thereunder, subordinate legislation, common law, equity, all other international, national and local laws and all judgments, orders, instructions or awards of any court or competent authority concerning the protection of or compensation for damage to human health, the environment, or the condition, of any work place or the generation, dealing with, or disposal of any Dangerous Substance.

Environmental Licence means any consent, approval, authorisation, exemption, licence, order, permission, condition, recording, registration, variation, modification or transfer required by any Environmental Law.

Environmental Proceedings means any written claim or demand or any criminal, civil, judicial, regulatory or administrative proceedings, suit or action or other enforcement process brought or taken under any Environmental Laws (including without limitation any written claim or demand etc in respect of any Remedial Works) or any matter which would be the subject of any such written claim or demand etc but where liability has been admitted or otherwise settled or agreed.

Equipment means (save to the extent that any such items form part of such Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

Existing Book Debts and Account Charge means the book debts and account charge dated 31 December 2019 between the Chargors and the Security Trustee.

Existing Debenture means the debenture dated 21 December 2018 between the Chargors and the Security Trustee.

Facility Agreement means the facility agreement dated 21 December 2018 between (1) the Chargors as Borrowers and/or Guarantors, (2) Wells Fargo Capital Finance (UK) Limited, Bank of America, N.A., London Branch and ABN AMRO Asset Based Finance N.V., UK Branch as Original Lenders and Arrangers, and (3) Wells Fargo Capital Finance (UK) Limited as Agent and Security Trustee, as amended and restated, supplemented and extended from time to time.

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property.

Group Shares means all shares specified in Schedule 4 or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 4 or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time;

Insurances means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest).

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property.

Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by any Chargor and relating to its business, which is not in the public domain.

Mortgaged Property means any freehold or leasehold property (including the Premises) specified in Schedule 2 (*Mortgaged Property*).

Non-Vesting Debts means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 5 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve.

Premises means any building or other edifice on the Mortgaged Property or other Security Asset.

receiver includes any receiver, receiver and manager, administrative receiver or administrator.

Receiver means any individual or individuals (who may be an employee or employees of the Security Trustee) for the time being and from time to time appointed by the Security Trustee to be a receiver or receivers or an administrator or administrators (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless the Security Trustee shall specify to the contrary in their appointment) under this Deed and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provided always that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed or as an administrative receiver or an administrator of any such company.

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

Remedial Works means:

- (a) any investigation, inspection, sampling or monitoring works; or
- (b) any works, steps or measures to treat, abate, remove, remedy, contain, control, manage or ameliorate the presence or actual or potential effect of any Dangerous Substance or any harm to the environment or human health or pollution of the environment.

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Finance Documents.

Security Assets means all assets of each Chargor the subject of any security created by this Deed (and includes the Mortgaged Property).

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Security Shares means the Group Shares and the Related Rights and, in the case of a particular Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect of such Group Shares.

Specified Equipment means the Equipment (if any) specified in Schedule 8 or in the Schedule to any Deed of Accession.

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 or in the Schedule to any Deed of Accession.

1.2 Construction

- (a) Any reference in this Deed to:
- (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated with the approval of the Security Trustee;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted;
 - (viii) words importing the singular shall include the plural and vice versa;
 - (ix) a charge or mortgage of any freehold or leasehold property includes all Premises and Fixtures on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title (or any monies paid or payable in respect of them) given or entered into by any predecessor in title in respect of that property;
 - (x) any party or person includes any person deriving title from it or any permitted successor, transferee or assignee.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been waived.
- (d) Capitalised terms defined in the Facility Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (e) If at any time there is only one Chargor the references in this Agreement to **Chargors** shall, whilst such circumstance is continuing, be construed accordingly.
- (f) The terms of the other Finance Documents and of any side letters between the parties to this Deed in relation to the Finance Documents are incorporated in this Deed to the extent required for any purported disposition of the Mortgaged Property in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) Each of the charges in Clause 2 (*Fixed Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.3 Existing Security Document

Discharge by a Chargor of its obligations under clause 7 (*Undertakings*) of the Existing Debenture and clause 6 (*Undertakings*) of the Existing Book Debts and Account Charge shall constitute discharge of its obligations under clause 7 (*Undertakings*) of this Deed.

2 Fixed Security

Each Chargor:

- (a) creates each mortgage or fixed charge expressed to be constituted by or pursuant to this Clause 2, except to the extent that such mortgage or fixed charge would be unlawful or require the consent of any person other than a member of the Group or any Holding Company of Holdings, in which case, Clause 4 (*Trust*) shall apply;
- (b) charges by way of a first legal mortgage all of its Mortgaged Property; and
- (c) charges by way of a first fixed charge:
 - (i) (to the extent that they are not within Clause 2(b)) all interests in any freehold or leasehold property now or in the future belonging to it;
 - (ii) all Equipment (other than any Specified Equipment effectively mortgaged by way of a first legal mortgage pursuant to Clause 2(f)) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future;
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them;
 - (v) its goodwill and its uncalled capital both present and future;
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(c)(vi);
 - (viii) its rights under any hedging arrangements;
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund;
 - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
 - (xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever);
 - (xii) its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and

- (xiii) its Excluded Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (d) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (e) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

PROVIDED THAT:

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in paragraph (e) above may be paid directly to the relevant Chargor (in which case the Security Trustee or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Security Trustee or its nominee shall be paid promptly by it to the relevant Chargor; and
- (ii) subject to Clause 7.4(c) whilst no Event of Default is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, where the shares have been registered in the name of the Security Trustee or its nominee, as the relevant Chargor may direct in writing, and the Security Trustee and any nominee of the Security Trustee in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the relevant Chargor to do so.
- (f) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge the same to be a security by way of a first mortgage all of its right, title and interest in and to:
 - (i) the Specified Equipment located in England and Wales; and
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment located in England and Wales.

3 Floating Charge

3.1 Creation

Each Chargor charges by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 2 (*Fixed Security*) and all of its assets located in Scotland or otherwise governed by Scots law whether or not effectively mortgaged or charged by Clause 2 (*Fixed Security*).

3.2 Conversion by notice

The Security Trustee may by notice to any Chargor convert the floating charge created by this Deed into a fixed charge in relation to all or any of such Chargor's assets specified in the notice if:

- (a) the Security Trustee has reasonable grounds for considering those assets to be in material jeopardy, by legal process or otherwise; or
- (b) an Event of Default has occurred and is continuing; or

- (c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or that such a petition has been presented or such an administrator has been appointed) or to wind up such Chargor (or that such a petition has been presented).

3.3 No waiver

The giving by the Security Trustee of a notice pursuant to Clause 3.2 (*Conversion by notice*) in relation to any class of any Chargor's assets, rights and property shall not be construed as a waiver or abandonment of the Security Trustee's rights to give other similar notices in respect of any other class of assets.

3.4 Insolvency Act 1986

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1 (*Creation*).

4 Trust

- (a) Subject to Clause 4(b), if or to the extent that for any reason the mortgaging or charging of any asset is prohibited as set out in Clause 2(a), each Chargor holds it on trust for the Security Trustee.

- (b) If the reason referred to in Clause 4(a) is that:

- (i) a consent or waiver must be obtained; or
- (ii) a condition must be satisfied,

then:

- (A) subject to Clause 4(c), the relevant Chargor shall apply for the consent or waiver; and
- (B) the relevant Chargor shall use all reasonable endeavours to satisfy the condition,

as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.

- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use all reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Security Trustee informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged or charged (as appropriate) under Clause 2 (*Fixed Security*) or Clause 3 (*Floating Charge*) as appropriate, and the trust referred to in Clause 4(a) shall terminate.

5 Nature of Security created

The Security Interests created under this Deed are created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;

- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Secured Parties; and
- (d) with full title guarantee.

6 Representations and Warranties

6.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 6 to the Security Trustee and the other Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with clause 20 (*Representations*) of the Facility Agreement with reference to the facts and circumstances then existing.

6.2 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally and the Legal Reservations.

6.3 Title

The Chargors are the sole legal and beneficial owner of the Security Assets free of any Security Interest or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

6.4 Environmental Matters

- (a) Save as disclosed in writing by the relevant Chargor to the Secured Parties prior to the date of this Deed, each Chargor has at all times complied with all applicable Environmental Law in all material respects including the obtaining of and compliance with all requisite material Environmental Licences (as varied or modified from time to time).
- (b) Save as disclosed in writing by the relevant Chargor to the Secured Parties prior to the date of this Deed, no Dangerous Substance has been present, used, disposed of or otherwise dealt with at, on, in, from or under any property or premises while within any Chargor's ownership, occupation or control in circumstances which are likely to result in any Environmental Proceedings that would or would be reasonably likely to have a Material Adverse Effect.
- (c) No Dangerous Substance is present at, in, on or under or migrating onto or from any Mortgaged Property (or any other property owned or occupied by any Chargor) in circumstances which are likely to give rise to Environmental Proceedings that would or would be reasonably likely to have a Material Adverse Effect.
- (d) No Chargor is involved in any Environmental Proceedings that would or would be reasonably likely to have a Material Adverse Effect and no Chargor is aware of any circumstances which are likely to give rise to such Environmental Proceedings.
- (e) No circumstances exist which will result in any Chargor having any requisite material Environmental Licence revoked or modified or varied in a material manner.

6.5 Mortgaged Property

- (a) The Chargor named as owner in respect of any Mortgaged Property is the legal and beneficial owner of such Mortgaged Property.
- (b) Other than as notified in writing to the Secured Parties, the Mortgaged Property is free from any agreement for lease, lease, licence, tenancy, overriding lease or other occupational arrangement or overriding interest.
- (c) The Premises and the Fixtures are in good and substantial repair.
- (d) There subsists no breach of any law or regulation which could affect materially the value of the Mortgaged Property.
- (e) There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which could materially adversely affect the Mortgaged Property so far as the Chargors are aware.
- (f) The Mortgaged Property is free from any financial encumbrance of whatsoever nature other than Permitted Security Interests.
- (g) No Chargor has received any notice of any materially adverse claim, nor has any acknowledgement been given in respect of the ownership of the Mortgaged Property, or any interest in it.
- (h) No facility necessary for the enjoyment and use of the Mortgaged Property may be terminated or curtailed.

6.6 **Security**

Subject to the Perfection Requirements and the Legal Reservations, this Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

6.7 **Security Shares**

- (a) Each Chargor is and will remain the sole beneficial owner of its Security Shares and, save where such Security Shares have been registered in the name of the Security Trustee or its nominee pursuant to this Deed and/or its nominee, is and will remain the absolute legal owner of such Security Shares.
- (b) No Chargor will take any action whereby the rights attaching to the Security Shares are altered or diluted.
- (c) The Group Shares are fully paid and non-assessable and neither the Group Shares nor the Related Rights are subject to any options to purchase or similar rights of any person.

6.8 **Specified Intellectual Property**

- (a) The details of the Specified Intellectual Property appearing or referred to in Schedule 7:
 - (i) are true, accurate, and complete in all material respects; and
 - (ii) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule.
- (b) The Chargors are the sole legal and beneficial owners of any Specified Intellectual Property referred to in Clause 6.8(a) and there are no (i) Security Interests, nor (ii) any options, rights of pre-emption, licences, agreements or other third party interests of any nature, affecting any such Specified Intellectual Property, other than those which are specifically identified in Schedule 7.

- (c) Nothing has been done or has been omitted to be done by or with the consent of the Chargors whereby any person (including any relevant registrar or other applicable authority) might reasonably be expected successfully (i) to seek cancellation or rectification or any other modification of any registration of or application for registration, in any jurisdiction, of any Specified Intellectual Property which is registered or subject to an application for registration in such jurisdiction, or (ii) to challenge the legality or validity of any such registration or application, in either case to such an extent that would or would be reasonably likely to have a Material Adverse Effect.
- (d) No Chargor is aware of any circumstances which would be likely to entitle a third party to a licence, permission, consent or assignment of, or in respect of, any Specified Intellectual Property or other Intellectual Property right to the extent that, if occurring, would or would be reasonably likely to have a Material Adverse Effect.
- (e) No Chargor is aware of any actions, claims or allegations against any third party alleging infringement of any Specified Intellectual Property, nor of any facts, matters or circumstances which could reasonably be expected to give rise to any such action, claim or allegation, in either case to such an extent that would or would be reasonably likely to have a Material Adverse Effect.
- (f) No Chargor is aware of any pending or anticipated actions, claims, counter-claims, applications or allegations impugning the validity or enforceability of any Specified Intellectual Property or its ownership of it, nor of any facts, matters or circumstances which could reasonably be expected to give rise to any such action, claim, counter-claim, application or allegation, in either case to such an extent that would or would be reasonably likely to have a Material Adverse Effect.
- (g) No Chargor has done or omitted to do any act in relation to any Specified Intellectual Property which has resulted or which could reasonably be expected to result in any breach or infringement of any third party's intellectual property rights to such an extent that would or would be reasonably likely to have a Material Adverse Effect.
- (h) All renewal fees due in respect of the registrations for the Specified Intellectual Property in any jurisdiction have been paid.

7 Undertakings

7.1 Duration

The undertakings in this Clause 7 shall remain in force throughout the Security Period and are given by each Chargor.

7.2 General

- (a) **Book debts and receipts:** Each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Security Trustee otherwise agrees in writing:
 - (i) pay the proceeds thus realised into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor);
 - (ii) in the case of each Borrower, pay the proceeds of any Non-Vesting Debts into a Blocked Account; and
 - (iii) pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds thus realised upon trust for the Secured Parties.
- (b) **Covenant to perform:** Each Chargor shall continuously comply with the terms (both express and implied) of this Deed and any contracts relating to the Secured Liabilities.

- (c) **Restrictions on dealings:** No Chargor shall:
- (i) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by this Deed; or
 - (ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.1 (*Creation*) and except as provided for under the Finance Documents.

7.3 **Property**

- (a) **Deposit of Title Deeds:** For the duration of the Security Period each Chargor shall deposit with the Security Trustee all deeds and documents of title relating to the Mortgaged Property owned by it and any property comprised within Clause 7.3(c).
- (b) **Environmental matters:** Each Chargor shall:
- (i) comply in all material respects with all applicable Environmental Law including the obtaining of and compliance with all requisite Environmental Licences (as varied from time to time) to the extent that a failure to do so would or would be reasonably likely to have a Material Adverse Effect
 - (ii) immediately inform the Security Trustee:
 - (A) of any actual Environmental Proceedings that would or would be reasonably likely to have a Material Adverse Effect or, as soon as it becomes aware, of any potential Environmental Proceedings involving it to that would or would be reasonably likely to have a Material Adverse Effect; and
 - (B) upon receipt, of any communication of whatsoever nature, whether specific or general and whether from a third party or competent regulatory authority, served on it concerning any alleged breach of any Environmental Law or non-compliance with any Environmental Licence, which, if substantiated, could have a material adverse effect upon its financial position or upon its ability to perform its obligations under this Deed;
- (c) promptly inform the Security Trustee if it becomes aware that any of the Mortgaged Property or any other property owned or occupied by any Chargor is likely to be entered on any register relating to land use or to Remedial Works affecting land and waters (including, without limitation, registers to be held by any competent regulatory authority under section 78R of the Environmental Protection Act 1990 or section 190 of the Water Resources Act 1991);
- (d) promptly inform the Security Trustee of the presence of any Dangerous Substance in, on, at or under or migrating onto or from any Mortgaged Property or other property owned or occupied by any Chargor or of any other circumstance, event or incident which is likely to give rise to any Environmental Proceedings; and
- (e) immediately inform the Security Trustee of any actual or proposed variation, modification or revocation of any requisite Environmental Licence held by such Chargor and of any refusal to grant or transfer to the Chargor any Environmental Licence required by it for the purpose of its business.
- (f) **Future Acquisitions and Legal Mortgage:** Each Chargor shall:
- (i) notify the Security Trustee immediately upon the acquisition by it of any freehold or leasehold or other interest in property (and for the purposes of this Clause 7.3(f) the date of exchange of contracts for such an acquisition shall be deemed the date of acquisition);

- (ii) at its cost, execute and deliver to the Security Trustee, on demand, a legal mortgage (on terms no more onerous than the terms of this Deed) in favour of the Security Trustee of any freehold or leasehold or other interest in property which becomes vested in it after the date of this Deed; and
 - (iii) in any event, if applicable, give H.M. Land Registry written notice of this Deed and procure that notice of it be duly noted in the Registers to each such title.
- (g) **Lease and covenant compliance:** Each Chargor shall:
 - (i) perform all the terms on its part contained in any lease or agreement for lease comprising the Mortgaged Property or to which the Mortgaged Property is subject;
 - (ii) not do anything as a result of which any lease or agreement for lease comprising Mortgaged Property or to which the Mortgaged Property is subject may become forfeit or otherwise determinable; and
 - (iii) properly perform (and indemnify the Security Trustee for any breach of) any covenants and stipulation of whatsoever nature affecting the Mortgaged Property.
- (h) **Notices:** Within 10 Business Days after the receipt by a Chargor of any application, requirement, order or notice served or given by any public, local or other authority relating to any Mortgaged Property, such Chargor shall:
 - (i) deliver a copy to the Security Trustee; and
 - (ii) inform the Security Trustee of the steps taken or proposed to be taken by way of compliance.
- (i) **Power to Remedy:** In case of default by any Chargor in performing any material obligation or other covenant affecting the Mortgaged Property, each Chargor shall permit the Security Trustee or its agents and contractors:
 - (i) to enter on the Mortgaged Property;
 - (ii) to comply with or object to any notice served on any Chargor relating to the Mortgaged Property; and
 - (iii) to take any action the Security Trustee may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice,

provided that nothing in this Clause 6.3(i) (or otherwise in this Deed) shall entitle the Security Trustee or its agents and contractors to any action (including any Remedial Works) relating to any notice served under or breach of any Environmental Law (including without limitation Part II A of the Environmental Protection Act 1990).
- (j) **Repair:** Each Chargor shall, and shall procure that each other Chargor shall, keep the Premises and the Fixtures in good and substantial repair and condition and decorative order.

7.4 **Security Shares**

- (a) Each Chargor shall forthwith deposit with the Security Trustee or as the Security Trustee may direct all bearer instruments, share certificates and other documents of title or evidence of ownership in relation to such Group Shares as are owned by it or in which it has or acquires an interest and their Related Rights and shall execute and deliver to the Security Trustee all such share transfers and other documents as may be requested by the Security Trustee in order to enable the Security Trustee or its nominees to be registered as the owner or otherwise to obtain a legal title to the same and, without limiting the

generality of the foregoing, shall deliver to the Security Trustee on today's date executed (and, if required to be stamped, pre-stamped) share transfers for all Group Shares in favour of the Security Trustee and/or its nominee(s) as transferees or, if the Security Trustee so directs, with the transferee left blank and shall procure that all such share transfers are at the request of the Security Trustee forthwith registered by the relevant company and that share certificates in the name of the Security Trustee and/or such nominee(s) in respect of all Group Shares are forthwith delivered to the Security Trustee.

- (b) Each Chargor shall provide the Security Trustee with certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Trustee may reasonably require.
- (c) The Security Trustee and its nominee may at any time whilst an Event of Default is continuing exercise or refrain from exercising (in the name of each Chargor, the registered holder or otherwise and without any further consent or authority from each Chargor and irrespective of any direction given by any Chargor) in respect of the Security Shares any voting rights and any powers or rights under the terms of the Security Shares or otherwise which may be exercised by the person or persons in whose name or names the Security Shares are registered or who is the holder thereof, including, without limitation, all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 as amended by Section 9 of the Trustee Investments Act 1961 in respect of securities or property subject to a trust PROVIDED THAT in the absence of notice from the Security Trustee each Chargor may and shall continue to exercise any and all voting rights with respect to the Group Shares subject always to the terms of this Deed. No Chargor shall without the previous consent in writing of the Security Trustee exercise the voting rights attached to any of the Group Shares in favour of resolutions having the effect of changing the terms of the Group Shares (or any class of them) or any Related Rights or prejudicing the security under this Deed or impairing the value of the Security Shares. Each Chargor hereby irrevocably appoints the Security Trustee or its nominees its proxy to exercise (as provided in or permitted by this Deed) all voting rights so long as the Group Shares belonging to it remain registered in its name.
- (d) Each Chargor during the continuance of this security will make all payments which may become due in respect of any of the Security Shares and, in the event of default in making any such payment, the Security Trustee may if it thinks fit make such payment on behalf of each Chargor. Any sums so paid by the Security Trustee shall be repayable by the relevant Chargor to the Security Trustee on demand and pending such repayment shall constitute part of the Secured Liabilities.
- (e) It is expressly agreed that, notwithstanding anything to the contrary contained in this Deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Security Shares and the Security Trustee shall not be under any obligation or liability by reason of or arising out of the security over the Security Shares conferred by this Deed. The Security Trustee shall not be required in any manner to perform or fulfil any obligation of any Chargor in respect of the Security Shares, or to make any payment, or to receive any enquiry as to the nature or sufficiency of any payment received by them, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which they may have been or to which they may be entitled under this Deed at any time or times.
- (f) Upon the occurrence of an Event of Default and at any time thereafter while the same is continuing the Security Trustee shall be entitled to put into force and exercise immediately as and when it may see fit any and every power possessed by the Security Trustee by virtue of the security over the Security Shares conferred by this Deed or available to a secured creditor (so that Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security) and in particular (without limitation):
 - (i) to sell all or any of the Security Shares in any manner permitted by law upon such terms as the Security Trustee shall in its absolute discretion determine;

- (ii) to collect, recover or compromise and give a good discharge for any monies payable to any Chargor in respect of the Security Shares or in connection therewith; and
 - (iii) to act generally in relation to the Security Shares in such manner as the Security Trustee acting reasonably shall determine.
- (g) For the avoidance of doubt, each Chargor agrees that the enforceability of the security over the Security Shares conferred by this Deed is not dependent on the performance or non-performance by the Security Trustee of its obligations under any agreement with any Chargor.
 - (h) Immediately on conversion of any of the Group Shares from certificated to uncertificated form, and on the creation or conversion of any other securities which are for the time being comprised in the Security Shares in or into uncertificated form, each Chargor shall give such instructions or directions as the Security Trustee may require in order to protect or preserve its security.
 - (i) Each Chargor shall, immediately upon receipt of any certificate or other document evidencing any entitlement to further Security Shares, deposit it with the Security Trustee together with such share transfer forms in blank and other documents as the Security Trustee may require.

7.5 Opening of Accounts and Collection of Receivables

- (a) Forthwith upon the execution of this Deed, each Borrower shall open the relevant Blocked Accounts, and the Chargors shall maintain the Other Accounts and execute all deeds and documents and do all other acts and things required by the Security Trustee in connection with the Blocked Accounts and the Chargors shall maintain such accounts until the security constituted by this Deed has been discharged.
- (b) Forthwith upon the execution of this Deed, each Borrower shall either:
 - (i) serve notice upon the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Schedule 3 and shall procure the relevant bank returns the acknowledgement in substantially the form set out in Schedule 3 or such other form acceptable to the Security Trustee in its absolute discretion; or
 - (ii) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Security Trustee and the relevant account bank in their absolute discretion.
- (c) Until the security constituted by this Deed is discharged, no Chargor shall maintain any bank accounts which are not Charged Accounts.

7.6 Operation of Blocked Account

- (a) Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not, subject to paragraph (b) below, take any action, claim or proceedings against the Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.
- (b) Each Borrower agrees that until the security constituted by this Deed is discharged, the Security Trustee shall be able to withdraw on a daily basis all deposits made into any Blocked Account provided that the amount so withdrawn is applied towards the Secured Liabilities in accordance with clause 10.2 (*Application*) of the Facility Agreement and each Borrower shall direct the relevant bank(s) to transfer the cleared balance of such Borrower's Blocked Accounts to such account as the Security Trustee shall specify for this purpose from time to time at the end of each Business Day.

7.7 Operation of Other Accounts

Until notified by the Security Trustee in writing to the contrary, the Chargors shall be entitled to operate the Other Accounts PROVIDED THAT:

- (a) the Other Accounts each retain a credit or zero balance at all times;
- (b) the Chargors shall not and shall procure that no other person shall deposit or transfer any monies into the Other Accounts other than those transferred from the Blocked Account or any Other Account; and
- (c) the Chargors shall not at any time transfer the whole or any part of the amounts standing to the credit of any Other Account to any other bank account other than to another Charged Account or in the ordinary course of business to the extent permitted under the Finance Documents.

7.8 Intellectual Property

- (a) Without prejudice to Clause 15 (*Further Assurances*), each Chargor shall at its own expense promptly execute any document and do all assurances acts and things as the Security Trustee may reasonably require to procure that the security created by this Deed is recorded as soon as possible by the Security Trustee in each register in each jurisdiction in which any Specified Intellectual Property is registered.
- (b) Without prejudice to Clause 15 (*Further Assurances*), if after the date of this Deed, any Chargor (i) proposes to apply to register any Specified Intellectual Property in any register in which it is not already identified as being registered in or (ii) proposes to apply to register any Intellectual Property right not existing on the date of this Deed, such Chargor shall notify the Security Trustee and, if the Security Trustee so requires and promptly notifies the Chargor, such Chargor shall ensure that application is made for the security created by this Deed to be recorded, and that any such security is recorded, at the same time as the application or registration (as the case may be) of such Intellectual Property.
- (c) Each Chargor shall use its reasonable endeavours to procure any third party consents which may be necessary to complete or to perfect the security intended to be created over the Intellectual Property pursuant to this Deed.
- (d) Each Chargor will make such registrations and pay such fees, renewal fees, registration taxes and similar amounts as are necessary to keep the Specified Intellectual Property in force.
- (e) Each Chargor will take such steps as are necessary (including the institution of legal proceedings) to police its Specified Intellectual Property in any territories which are material to its business to ensure proper use of them and to prevent third parties infringing them and, take such other steps as are reasonably practicable to maintain and preserve its interests in its Specified Intellectual Property including applying to register any interests therein in any relevant register.
- (f) Each Chargor will promptly notify the Security Trustee in writing upon becoming aware of any circumstances which would make any of the representations in Clause 6.8 (*Specified Intellectual Property*) inaccurate or misleading in any material respect if those representations were then to be repeated.
- (g) No Chargor will do anything nor use the Specified Intellectual Property in any way which would or would be reasonably likely to have a Material Adverse Effect or which would or would be reasonably likely to devalue any such Specified Intellectual Property.
- (h) No Chargor will, without the prior written consent of the Security Trustee or unless otherwise permitted under the terms of any Finance Document:

- (i) sell, transfer, license or otherwise dispose of any Intellectual Property;
- (ii) permit any Specified Intellectual Property which is registered or subject to an application for registration to be abandoned or cancelled, to lapse or to be liable to any claim for abandonment for non-use or otherwise.

7.9 Equipment

- (a) Forthwith after the date of this Deed if requested by the Security Trustee, each Chargor shall attach to a visible part of each item of Specified Equipment owned by it and with a value in excess of £10,000 (as determined in accordance with the Equipment Valuation) in a permanent manner a clear and distinctive label, no smaller than 3 inches by 4 inches in size comprising the following notice: This piece of Equipment is subject to a first legal mortgage in favour of Wells Fargo Capital Finance (UK) Limited as security trustee for itself and others (the **Security Trustee**) and may not be removed or sold without the prior written consent of the Security Trustee.
- (b) Each Chargor shall keep its Equipment in good repair, working order and condition and fit for its purpose and shall not permit the same to be handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable.
- (c) No Chargor will, without the prior written consent of the Security Trustee, make any modification or permit any modification to be made to the Equipment if the effect of such modification may be to reduce the value of the Equipment.
- (d) No Chargor will permit or procure any Equipment to be taken out of England and Wales without the prior written consent of the Security Trustee and then subject only to such further terms as the Security Trustee may require.
- (e) Each Chargor will promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Premises and the Equipment where a failure to do so would or would be reasonably likely to have a Material Adverse Effect and on demand produce evidence of such payment to the Security Trustee.
- (f) Each Chargor will obtain all authorisations from time to time required for the use and operation of the Equipment and not to do or permit to be done any act or omission whereby the Equipment or the use of it would contravene regulations for the time being in force.
- (g) Each Chargor will forthwith notify the Security Trustee of any loss, theft, damage or destruction to the Equipment having a value greater than £10,000.
- (h) Each Chargor will give the Security Trustee such information concerning the location, condition, use and operation of the Equipment as the Security Trustee may reasonably require and to permit any persons designated by the Security Trustee at all reasonable times to inspect and examine the Equipment and the records maintained in connection with it.
- (i) Each Chargor will ensure that the Premises are suitable for the use or storage of the Equipment, and will keep the Equipment at the Premises.
- (j) Each Chargor will use its reasonable endeavours to procure in favour of the Security Trustee from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in any real or personal property to which the Equipment might become affixed, or with which title to the Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Security Trustee's rights in the Equipment and, in particular, but without limitation to the generality of the foregoing, the right of the Security Trustee, its servants or agents to enter upon any such property to remove the Equipment notwithstanding that it might be affixed to, or have merged with, any real or personal property.

8 When Security becomes Enforceable

The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and whilst the same is continuing after which the Security Trustee may in its absolute discretion enforce all or any part of the security in any manner it sees fit.

9 Enforcement of Security

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due on the date of this Deed.
- (b) Section 103 of the Law of Property Act (restricting the power of sale) and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) do not apply to the security constituted by this Deed.
- (c) The statutory powers of leasing conferred on the Security Trustee are extended so that, without the need to comply with any provision of section 99 or 100 of the Law of Property Act 1925, the Security Trustee is empowered to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit.

9.2 Agent of the Chargors

For all purposes each Receiver is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. Every Receiver shall be the agent of the Chargor in respect of which he was appointed unless and until a liquidator shall be appointed of that Chargor, whereafter such Receiver shall act as principal but shall not become the agent of the Security Trustee. That Chargor alone shall be responsible for the receiver's contracts, engagements, commissions, omissions, defaults and losses and for liabilities incurred by him. The Security Trustee shall not incur any liability of whatsoever nature (either to the Chargors or to any other person) by reason of the Security Trustee making his appointment as a Receiver or for any other reason.

9.3 Contingencies

If the Security Trustee enforces the security constituted by this Deed at a time when no amounts are due to the Security Trustee under the Finance Documents but at a time when amounts may or will become so due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a Blocked Account (in the case of a Borrower) or an Other Account (in the case of any other Chargor).

9.4 Mortgagee in Possession - No Liability

Neither the Security Trustee nor any Receiver or manager will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

9.5 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers when such receivers have been duly appointed under that Act, except that section 103 of that Act does not apply.

9.6 **Protection of third parties**

No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his agents need enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power purported to be exercised has become exercisable; or
- (c) whether any money remains due; or
- (d) how any money paid to the Security Trustee or to the Receiver is to be applied.

9.7 **Redemption of prior Mortgages**

At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may, in the case of the Security Trustee at the sole cost of the Chargors (payable to the Security Trustee on demand) and in the case of a Receiver as an expense of the Receiver's receivership:

- (a) redeem any interest by way of security for the time being and from time to time ranking in point of security in priority to any of the security constituted by this Deed; and/or
- (b) (in the case of a redemption by the Security Trustee) procure the transfer of that interest by way of security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

10 **Receiver**

10.1 **Appointment of Receiver**

In the circumstances described in Clause 3.2(a) or at any time after the security constituted by this Deed becomes enforceable, or, at any time if so requested by any Chargor in writing, the Security Trustee may (but shall not be obliged) without further notice (and whether or not the relevant Chargor shall have been accorded sufficient or any time in which to satisfy any relevant indebtedness) from time to time, and notwithstanding that, if such be the case, one or more than one Receiver shall have been appointed in respect of all or any of the Security Assets pursuant to this Clause and not removed from such Security Assets, appoint in writing, under the hand of any manager of the Security Trustee, a Receiver of the Security Assets or any of them and, where so requested by a Chargor, whether or not those Security Assets shall belong to that Chargor, but, in the circumstances described in Clause 3.2(a), only over the Security Assets specified in the notice referred to in that Clause.

10.2 **Relationship with the Security Trustee**

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (be it express or implied) upon a Receiver of any Security Assets may, after the security created by this Deed has become enforceable, be exercised by the Security Trustee in relation to any Security Asset either:

- (a) without first appointing a Receiver; or
- (b) notwithstanding the appointment of a Receiver.

10.3 **Removal**

The Security Trustee may by writing under its hand (subject to Section 45 of the Insolvency Act 1986 (any requirement for an order of the court in the case of an administrative receiver)):

- (a) remove any Receiver appointed by it; and
- (b) whenever it deems it necessary or desirable, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.4 **Remuneration**

The Security Trustee may, from time to time, fix the remuneration of any Receiver and direct payment of the same out of monies accruing to him in the exercise of his powers, authorities and discretions by or pursuant to this Deed, but the Chargor in respect of which any Receiver shall have been appointed shall alone be liable for the payment of that remuneration.

11 Powers of Receiver

11.1 **General**

- (a) In addition to those conferred by the Law of Property Act 1925 on any receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this Deed. The powers, authorities and discretions conferred by or pursuant to this Deed in relation to the Security Assets on the Security Trustee or any Receiver shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Law of Property Act 1925, and, where there is any ambiguity or conflict between the powers, authorities and discretions contained in that Act and those conferred by or pursuant to this Deed, the terms of this Deed shall prevail.
- (b) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers.
- (c) A Receiver who is an administrative receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (d) A Receiver may, in the name of the relevant Chargor if he so wishes:
 - (i) do all other acts and things which he may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
 - (ii) do and exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising as if he were its absolute beneficial owner.

11.2 **Borrow and Lend Money**

A Receiver may raise and borrow money (either unsecured or on the security of any Security Asset, either in priority to, pari passu with, or subsequent to, the security constituted by this Deed or otherwise) and may lend money either with or without security in the case of either borrowing or lending money on any other terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

11.3 **Carry on Business**

A Receiver may carry on, manage or concur in the carrying on or managing of, the business for the time being and from time to time of the relevant Chargor in such manner as he may think fit, including, without limitation, power to perform, repudiate, rescind, compromise, amend or vary any contract, instrument or agreement to which the relevant Chargor shall for the time being and from time to time be a party.

11.4 **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating in any way to any Security Asset.

11.5 **Employees**

Either in connection with any exercise by the Receiver of his powers by or pursuant to this Deed or otherwise for any purpose connected with any of the Security Assets, a Receiver may:

- (a) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (b) discharge any such persons appointed by the relevant Chargor.

11.6 **Leases**

A Receiver may grant, or concur in the grant of, any leases or licences of any Security Asset for any term on any terms which he thinks fit (including, without limitation, at a rent or fee with or without a premium) and may accept a surrender of any lease or licence of any Security Asset on any terms which he thinks fit (including, without limitation, the payment of money to a lessee or licensee on a surrender).

11.7 **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings to the relevant Chargor or its Security Assets as he thinks fit.

11.8 **Possession**

A Receiver may take immediate possession of, get in, and/or collect the Security Assets of the relevant Chargor and, for that purpose, to enter upon its property or any other premises at which its Security Assets are for the time being and from time to time located and sever, dismantle or remove the same or any fixtures for the time being and from time to time therefrom without being liable for any loss or damage thereby occasioned.

11.9 **Protection of Assets**

A Receiver may, in each case as he may think fit:

- (a) make and effect, and concur in the making and effecting of, all repairs, maintenance, decoration, provision of all services (including, without limitation, lighting, heating and cleansing) structural and other alterations, improvements, additions and development in or to the Security Assets and do anything else in connection with the Security Assets which he may think fit or which he may deem proper for the efficient use or management of the Security Assets, as well as for the protection as for the improvement of the Security Assets or for the protection of the security hereby constituted;
- (b) commence and/or complete any building operations on the Mortgaged Property or other Security Asset;
- (c) apply for and maintain any planning permission, building regulation, approval or any other permission, consent or licence in relation to the Security Assets; and

(d) effect and maintain insurances in respect of the Security Assets.

11.10 Receipts

A Receiver may give valid receipts for all monies and execute all deeds or documents (including, without limitation, with full power to convey any assets sold in the name of the relevant Chargor) as may be necessary or appropriate in the name of, or on behalf of the relevant Chargor for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and to use the name of the relevant Chargor for all or any of such powers, authorities and discretions, for which purpose the relevant Chargor hereby irrevocably appoints every such Receiver to be its attorney.

11.11 Sale of assets

A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction, tender or private treaty in any manner and on any terms and with or without such advertisement and in such lot or lots and together or separately as the Receiver thinks fit. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver thinks fit. Fixtures may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

11.12 Subsidiaries

A Receiver may promote the formation of a or purchase a newly formed, or concur in the promotion of the formation of a or purchase a newly formed, subsidiary and/or subsidiaries of any Chargor with a view to the same purchasing, leasing, licensing or otherwise acquiring all or any of the assets of that Chargor and the Receiver may sell, lease, license or otherwise dispose all or any of the assets of that Chargor to such subsidiary or subsidiaries on such terms as he shall think fit.

11.13 Exercise of Rights

A Receiver may exercise or permit the relevant Chargor or any nominee of the relevant Chargor to exercise any powers or rights incidental to the ownership of its Security Assets in such manner as the Receiver may think fit and, in particular (as regards any shares, stock or other securities for the time being and from time to time included in its Security Assets), any rights for the time being and from time to time attached thereto.

11.14 Uncalled capital

A Receiver may call up all or any portion of any uncalled capital of a Chargor.

11.15 Professional advice

A Receiver may appoint a solicitor or accountant or other professionally qualified person to advise or assist it in the exercise of any of the powers, authorities and discretions by or pursuant to these presents or otherwise for any purpose connected with its Security Assets, and may discharge any such person.

11.16 Seal

A Receiver may use a Chargor's seal.

11.17 Intellectual Property

A Receiver may in respect of any Intellectual Property:

- (a) make such registrations and pay such fees, renewal fees, registration taxes and similar amounts as he thinks fit to keep such Intellectual Property in force;
- (b) take such steps as he thinks fit (including, without limitation, the institution of legal proceedings and the incurring of advertising expenditure) to police such Intellectual Property in any territory and to prevent third parties infringing it and otherwise to maintain and preserve its value;
- (c) if he thinks fit, abandon or cancel such Intellectual Property or permit its registration (or application for registration) in any jurisdiction to lapse or to permit it to become liable to a claim for abandonment for non-use or otherwise.

12 Application of Proceeds

Any monies received by the Security Trustee or any Receiver after this Deed has become enforceable shall be applied in the following order of priority (but without prejudice to the right of the Security Trustee to recover any shortfall from the Chargors):

- 12.1 in satisfaction of or provision for all costs and expenses incurred by the Secured Parties or any Receiver and of all remuneration due to any Receiver under this Deed;
- 12.2 in or towards payment of the Secured Liabilities or such part of them as is then due and payable; and
- 12.3 in payment of the surplus (if any) to any Chargor or other person entitled to it.

13 Expenses and Indemnity

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by each Secured Party, or any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14 Delegation

The Security Trustee and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Security Trustee) to any person any right, power or discretion exercisable by the Security Trustee or such Receiver (as the case may be) under this Deed. Any such delegation may be made upon the terms (including, without limitation, power to sub-delegate) and subject to any regulations which the Security Trustee or such Receiver (as the case may be) may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

15 Further Assurances

15.1 General

Each Chargor shall, at its own expense, execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Security Trustee or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Deed over any Security Asset; and

- (b) after the security constituted by this Deed has become enforceable, facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Security Asset, including, without limitation, the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think necessary or desirable.

15.2 Further Subsidiaries

- (a) Each Chargor undertakes to ensure that each company which becomes a Subsidiary (whether direct or indirect) of any Chargor after today's date shall, promptly upon being required to do so by the Security Trustee, execute a Deed of Accession in substantially the form set out in Schedule 6 and such company shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) The Security Trustee may specify any amendments or changes to the form or manner in which any such new Chargor gives such security (including an acceptance of a limit on the liability of such new Chargor) which in the opinion of the Security Trustee is necessary in order that such security may lawfully be given.
- (c) The Obligors' Agent shall procure that all registrations or other steps necessary to perfect any security created by a Deed of Accession are completed as soon as is practicable after its execution and in any event within any applicable time limit.
- (d) Each Chargor (other than the Obligors' Agent) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Obligors' Agent to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

16 Power of Attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney and on its behalf and in its name or otherwise to execute and do all such acts, deeds and things which such Chargor is obliged to take under this Deed and generally, on its behalf and in its name, to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed on the Security Trustee or any Receiver, including to do any and all things permitted by clause 9.2 (*Cure Rights*) of the Facility Agreement. Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under this Clause.

17 Continuing Security

17.1 Additional Security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Secured Parties for any of the Secured Liabilities.

17.2 Continuing Security

The security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

17.3 Reinstatement

If any payment by a Chargor or any discharge given by any Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

17.4 **Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (i) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
 - (ii) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
 - (iii) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (iv) any insolvency or similar proceedings.

17.5 **Chargor intent**

Without prejudice to the generality of Clause 17.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;

- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

17.6 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.7 Appropriations

Until all the Secured Liabilities have been irrevocably paid in full, the Secured Parties may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Trustee in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

17.8 Deferral of Chargors' rights

Until all the Secured Liabilities have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Secured Parties' rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Secured Parties.

18 Miscellaneous

18.1 Covenant to pay

Each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time.

18.2 H.M. Land Registry

Each Chargor applies to the Chief Land Registrar for a registration in the following terms to be entered on the Register of Title relating to any property registered at H.M. Land Registry in its name and against which this Deed may be noted:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time

being of the charge dated ** [date of Debenture] in favour of Wells Fargo Capital Finance (UK) Limited (as trustee for the Secured Parties referred to in that debenture) referred to in the charges register [or their conveyancer]"; and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

18.3 **New Accounts**

If any Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, such Secured Party may open a new account for any Chargor. If the relevant Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to such Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security and, furthermore, such Secured Party shall be under no obligation to advance any monies or provide or continue to provide any credit facility to any Borrower.

18.4 **Tacking**

Each Lender (by the Security Trustee's execution of this Deed) covenants with each Chargor that it shall perform its obligations under any document creating or evidencing the Secured Liabilities (including any obligation to make available further advances).

18.5 **Separate Charges**

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security Interest created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security Interest created under this Deed by such first Chargor.

18.6 **Invalidity**

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19 **Release**

19.1 **Expiry of Security Period**

Upon the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.

19.2 **Other Accounts**

At any time before the security created by this Deed shall have become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into an Other Account shall upon payment into such account stand released from the fixed charge over Book Debts created pursuant to Clause 2 (*Fixed Security*) and shall stand subject to the floating charge created by Clause 3 (*Floating Charge*), provided that such release shall in no respect prejudice the continuance of the fixed charge created pursuant to Clause 2 (*Fixed Security*) in respect of all other Book Debts.

19.3 **Purchased Receivables**

Where any Receivables are sold to the Agent (on behalf of the Lenders) by a Borrower under the Revolving Credit Facility, such Receivables shall upon title to them passing to the Agent (on behalf of the Lenders) under the terms of the Facility Agreement stand released from the Security Interests created by this Deed.

20 **Rights and Remedies**

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

21 **Notices**

Any communications to be made under or in connection with this Deed will be made in accordance with clause 35 (*Notices*) of the Facility Agreement.

22 **Governing Law and Jurisdiction**

22.1 **Governing Law**

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

22.2 **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 22.2 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1 The Chargors

BRC Limited

Registered Number: 06662824
Jurisdiction of Incorporation: England and Wales

ROM Group Limited

Registered Number: 03291151
Jurisdiction of Incorporation: England and Wales

ROM Limited

Registered Number: 00213629
Jurisdiction of Incorporation: England and Wales

Romtech Limited

Registered Number: 03719493
Jurisdiction of Incorporation: England and Wales

RFA-Tech Ltd

Registered Number: 01344934
Jurisdiction of Incorporation: England and Wales

Celsa Steel (UK) Limited

Registered Number: 04661575
Jurisdiction of Incorporation: England and Wales

Express Reinforcements Limited

Registered Number: 01808624
Jurisdiction of Incorporation: England and Wales

RFA (Penistone) Limited

Registered Number: 01850509
Jurisdiction of Incorporation: England and Wales

Schedule 2 Mortgaged Property

	Address	Title Number(s)	Tenure	Registered Proprietor
	Whaley Road, Barnsley, South Yorkshire S75 1HT	SYK373127, SYK8728 and SYK87365	Freehold	BRC Limited
	79-81 Station Road, Sutton-in-Ashfield, Nottinghamshire NG17 5FR (aka The former Sutton in Ashfield Central Station and Goods Yard, Station Road, Ashfield)	NT150946	Freehold	BRC Limited
	Unit 12, Brierley Industrial Park, Stanton Hill, Nottinghamshire NG17 3FW	NT316969	Freehold	BRC Limited
	Eastern Avenue, Lichfield, Staffordshire. WS13 6RN	SF492673	Freehold	ROM Limited
	ROM Limited, Wheaton Road, Witham CM8 3BU	EX866081	Leasehold	ROM Limited
	Land lying to the south-west of Stepfield, Stepfield Estate, Witham	EX402306	Leasehold	ROM Limited
	Eaglebush Works, Milland Road, Neath Port Talbot SA11 1JN	(i) WA956877 (ii) CYM73626	(i) Freehold (ii) Leasehold	Express Reinforcements Limited
	Bullhouse Works, Manchester Road, Bullhouse, Penistone, Sheffield, S30 6FG	SYK140618	Freehold	RFA (Penistone) Limited

Schedule 3

Forms of Notice to Banks and Acknowledgement

Blocked Account Notice

[On Headed Notepaper of relevant Borrower]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

We hereby give you notice that by Deed of Debenture dated ●, we have charged to Wells Fargo Capital Finance (UK) Limited as security trustee for itself and others (the **Security Trustee**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. ●, sort code ●●-●●-●●

Account No. ●, sort code ●●-●●-●●

[Repeat as necessary]

(the **Blocked Account(s)**).

Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Trustee at 8th Floor, 33 King William Street, London, EC4R 9AT, Attention: Portfolio Manager - Celsa.

Yours faithfully

.....

for and on behalf of

[the relevant Borrower]

Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**)

8th Floor
33 King William Street
London
EC4R 9AT

Attention: Portfolio Manager - Celsa

Dear Sirs,

[Name of Borrower] (Company)

We refer to the notice dated 2023 from the Company with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Account(s) (the **Notice**).

Terms not defined in this letter shall have the meanings given to them in the Notice.

We hereby acknowledge that the Company has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.

We confirm that we shall:

- 1 not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us in connection with the operation of the Blocked Account;
- 2 promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
- 3 not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing or by accepted electronic payment channels to us pursuant to the terms of this letter;
- 4 comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (a) all instructions are received in writing or by accepted electronic payment channels; and
 - (b) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt;
 - (c) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
 - (d) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn we will transfer the outstanding balance in the account;
- 5 we shall not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph (d) where:

- (a) due to circumstances not within our direct control we are unable to comply with such instructions; and
- (b) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall give notice thereof to the Company and the Security Trustee as well as reasons (to the extent permitted by law) why we cannot comply with such instructions;

- 6 in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (e) we shall not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused); and
- 7 you acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.

We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by facsimile to you at number 0845 641 8889 or by post at the address at the top of this letter, in both cases marked for the attention of the Portfolio Manager – Celsa.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....

for and on behalf of

[BANK]

.....

for and on behalf of

Wells Fargo Capital Finance (UK) Limited

Schedule 4 Group Shares

Chargor	Company Name	Type of Share	Number of Shares	Nominee (if any)
ROM Group Limited	ROM Limited	Ordinary	20,500	N/A
ROM Group Limited	Romtech Limited	Ordinary	1	N/A
ROM Group Limited	RFA-Tech Limited	Ordinary	101	N/A
RFA-Tech Limited	RFA (Penistone) Limited	Ordinary	5001	N/A
RFA-Tech Limited	RFA Systems Limited	Ordinary	100	N/A
RFA-Tech Limited	RFA Manufacturing Limited	Ordinary	1000	N/A

Schedule 5 Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Sort code	Account no	Currency
Express Reinforcements Limited	Bank of America, N.A., London Branch	-		GBP
BRC Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
BRC Limited T/A BRC Manufacturing	Wells Fargo Bank, N.A., London Branch	-		GBP
BRC Limited	Wells Fargo Bank, N.A., London Branch	-		EUR
BRC Limited T/A BRC Manufacturing	Wells Fargo Bank, N.A., London Branch	-		EUR
Celsa Steel (UK) Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
Celsa Steel (UK) Limited	Wells Fargo Bank, N.A., London Branch	-		EUR
Express Reinforcements Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
Express Reinforcements Limited	Wells Fargo Bank, N.A., London Branch	-		EUR
RFA-Tech Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
RFA-Tech Limited	Wells Fargo Bank, N.A., London Branch	-		EUR
Romtech Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
Romtech Limited	Wells Fargo Bank, N.A., London Branch	-		EUR
Rom Limited T/A Rom Mesh	Wells Fargo Bank, N.A., London Branch	-		GBP
Rom Limited	Wells Fargo Bank, N.A., London Branch	-		GBP
Rom Limited	Wells Fargo Bank, N.A., London Branch	-		EUR

Part II – Other Accounts

Chargor	Bank	Sort Code	Account No.
BRC Limited trading as BRC Manufacturing	Banco Sabadell EUR		
BRC Limited trading as BRC Manufacturing	Banco Sabadell GBP		
BRC Limited trading as BRC Manufacturing	BBVA EUR		
BRC Limited trading as BRC Manufacturing	BBVA GBP		
BRC Limited trading as BRC Regions	Banco Sabadell EUR		
BRC Limited trading as BRC Regions	Banco Sabadell GBP		
BRC Limited trading as BRC Regions	BBVA USD		
BRC Limited trading as BRC Regions	BBVA EUR		
BRC Limited trading as BRC Regions	BBVA GBP		
ROM Group Limited	Banco Sabadell		
RFA-Tech Limited	Banco Sabadell EUR		
RFA-Tech Limited	Banco Sabadell GBP		
RFA-Tech Limited	BBVA EUR		
RFA-Tech Limited	BBVA GBP		
ROMTECH Limited	Banco Sabadell EUR		
ROMTECH Limited	Banco Sabadell GBP		
ROMTECH Limited	BBVA EUR		
ROMTECH Limited	BBVA GBP		
ROM Limited	Banco Sabadell EUR		
ROM Limited	Banco Sabadell GBP		
ROM Limited	BBVA EUR		

ROM Limited	BBVA GBP		
ROM Limited trading as ROM Mesh	Banco Sabadell EUR		
ROM Limited trading as ROM Mesh	Banco Sabadell GBP		
ROM Limited trading as ROM Mesh	BBVA EUR		
ROM Limited trading as ROM Mesh	BBVA GBP		
Express Reinforcements Limited	Banco Sabadell EUR		
Express Reinforcements Limited	Banco Sabadell GBP		
Express Reinforcements Limited	BBVA EUR		
Express Reinforcements Limited	BBVA GBP		
Celsa Steel (UK) Limited	Bank of America GBP Payables		
Celsa Steel (UK) Limited	Bank of America EUR Payables		
Celsa Steel (UK) Limited	Banco Sabadell GBP		
Celsa Steel (UK) Limited	Banco Sabadell EUR		
Celsa Steel (UK) Limited	Banco Sabadell USD		

Schedule 6 Deed of Accession

Dated

Between

- (1) **● Limited** (the **New Chargor**) [registered in England with number ** whose registered office is at **][a corporation organised and existing under the laws of ** whose principal place of business is at **][of **];
- (2) **Celsa Steel (UK) Limited** registered in England with number 04661575 (the **Obligors' Agent**) for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below); and
- (3) **Wells Fargo Capital Finance (UK) Limited** registered in England with number 2656007 as trustee for the Secured Parties (the **Security Trustee**).

Recitals

- (A) The Obligors' Agent and others as Chargors entered into a deed of debenture dated ● (as supplemented and amended from time to time, the **Debenture**) in favour of the Security Trustee.
- (B) The New Chargor has at the request of the Obligors' Agent and in consideration of the Security Trustee continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Security Trustee the charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) this Deed and similar phrases shall be deemed to include this Deed;

- (b) Schedule 2 shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 shall be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) Schedule 7 shall be deemed to include a reference to Part IV of the Schedule to this Deed;
 - (f) Schedule 8 shall be deemed to include a reference to Part V of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed shall be designated as Other Accounts for the purposes of the Debenture.
- 7 The Obligors' Agent, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 2 (*Fixed Security*) of the Debenture:
- (a) charges to the Security Trustee by way of first legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages and charges and agrees to mortgage and charge to the Security Trustee all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Group Shares for the purposes of the Debenture), the same to be a security by way of a first mortgage;
 - (c) [charges to the Security Trustee by way of a first fixed charge all of its right, title and interest in and to:
 - (i) the Blocked Account(s) specified in the Schedule to the Accession Letter dated on or about today's date pursuant to which the New Chargor is to become a Borrower and a Guarantor under the Facility Agreement; and
 - (ii) all monies standing to the credit of such Blocked Account(s) and the debts represented by them;]**[INCLUDE IF NEW CHARGOR IS ALSO TO BE A BORROWER]**
 - (d) charges to the Security Trustee by way of first fixed charge its registered Intellectual Property (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture); and
 - (e) mortgages and charges and agrees to mortgage and charge to the Security Trustee the same to be a security by way of a first mortgage all of its right, title and interest in and to the Equipment (if any) located in England and Wales brief descriptions of which are specified in Part V of the Schedule to this Deed (which, along with any Equipment of the New Chargor located in Scotland brief descriptions of which are specified in Part V of the Schedule to this Deed shall from today's date form part of the Specified Equipment for the purposes of the Debenture), the same to be a security by way of a first legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment located in England and Wales.
- 9 This Deed is governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I Real Property

[Insert details of any real property owned by the New Chargor]

Part II Group Shares

[Insert details of all Group Shares of the New Chargor]

Part III Other Accounts

[Insert details of all Other Accounts of the New Chargor]

Part IV Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

Part V Specified Equipment

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
[●])
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

The Obligors' Agent

**for itself and as agent for the other
Chargors party to the Debenture**

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

Signature of witness:

Name of witness:

Address:
.....

The Security Trustee

Executed as a deed by)
WELLS FARGO CAPITAL FINANCE (UK) LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:
.....

Schedule 7
Specified Intellectual Property

None at the date of this Debenture.

Schedule 8 Specified Equipment

PLANT AND MACHINERY OWNED BY BRC LIMITED

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, 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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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, forming section (being moved to Bay 2 from Bay 4)	3-wire		
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 twelve spool infeed, accumulator, straightening unit, welding unit, shear, stacker		27590	1997
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		Arbogal/ Lamnea	DG-4	wire drawing machine with two spool/finger infeed, Wire Lab Company 310 reverse		CT-1192	1970

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				bender s/n 613 (1994), 5-block drawing section, Pittini rewind section			
Bay 3	Hi-Draw	Euro Draw		wire drawing machine with two spool/ finger infeed, descaling, wet section, soap box, 3-block drawing 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 frame of building)	5 tonnes SWL		
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		

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)	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		
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		Quarther Smith	B10A	horizontal bandsaw		7025	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Maintenance Shop	Miller 1	Parkson	2V	milling machine			
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

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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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 runway part of portal frame of building)	6.3 tonnes SWL		
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 - advised to be scrapped)		3740248887019	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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

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	VMS350PV	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
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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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	83074	
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		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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

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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		MEP	Multimatic 20	automatic stirrup bender		184011	2005
Bay 2		Schilt	DBS2-60N	double station bar bender (refurbished)		132708	2008
Bay 2		KRB	H4002	shearing line		07SHO593,07SR0633 & 06SR0632	2007
Bay 2		Behringer	VMS350PV	vertical circular cut off saw		10006477	2013
Bay 2	2	Behringer	VMS350PV	vertical circular cut off saw		8042103P0231	2013
Bay 2		Behringer	VMS350PV	vertical circular cut off saw		10015973	2021
Bay 2		Behringer	VMS350PV	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		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
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)		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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)		
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			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Yard		Sterna	Twinmaster 20, type 018	automatic stirrup bender	20mm single strand, 16mm twin	001	2010
Yard		Sterna	Twinmaster 16, type 018	automatic stirrup bender		043	2004

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 Sterna	16XV	decoiler straightener 01 1/16	16mm dia max	001	2001
Throughout		EVG	Polybend PBE 2-16A	automatic stirrup bender		30720	1999
Throughout		EVG	Polybend PBL5	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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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		

PLANT AND MACHINERY OWNED BY ROM GROUP LIMITED

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 PBL S	automatic stirrup bender		00.244	1988
Bay 1	EVG 1	EVG	Polybend PBL S	automatic stirrup bender		00.311	1989
Bay 1	EVG 4	EVG	Polybend PBL S	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			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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			
Bay 2		Lincoln Electric	C405-1	MIG welding set			
Bay 2		Kempi	Kempoweld 4000	MIG welding set			
Bay 2		Weightronic Bicancai		weighbridge with Bicancai 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 PBL S	automatic stirrup bender (scrap)		00.310	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Yard	EVG 3	EVG	Polybend PBL S	automatic stirrup bender (scrap)		00.338	1988

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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		La Roche	LRSP 30	radius bender		4119	
Bay 2		Pedax Sterna	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 PBL S	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			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout	W19	CEA	MAX 405	MIG welder with wire feed			
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	SNo.	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)			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Yard		Euroclamp		mesh grab (not in use)	2,800kg	41112	

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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Low Bay	Vitari 4	Vitari	NR714	straightening and cutting machine	6mm-12mm Wire	14810	1989
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/TF soap box s/n. 96355, (1998), 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
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	7mm-12mm Wire		1988

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				KEG5000 drawing block s/n12.905, and Koch KSS1250W spoolhouse s/n 12978			
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 (1988), 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 BKM3000/3/12 shear s/n 2447 (1989); Herbon Breitenbach WST6/3+ST6/3 sheet stacker, Ref No. 536.1305.NR177 (1988)	12 electrodes		1989 Refurb'd 2022
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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Low Bay		AWM	1x8, type MRC.SR.AA.5A	ladder welding machine		325	2006
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 box s/n. 88.348 (1988), NFE ML drawing block s/n 09479/2, and NFE spoolhouse s/n 09579/1	8mm-12mm Wire		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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 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)	8mm-12mm Wire		
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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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 Creysssensac	Rollair 150EV	air compressor		API170597	2012
Compressor Room	2	Worthington Creysssensac	Rollair 125V	air compressor			
Compressor Room	3	Worthington Creysssensac	Rollair 75	air compressor (damaged, to be replaced)			
Compressor Room	4	Worthington Creysssensac	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 Creysssensac	DW300	air dryer	ITJ154298		2018

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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 portal frame of building)	3 tonnes SWL	SU1085	
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

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

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 PBLS	automatic stirrup bender		00326	1989
Throughout	2	EVG	Polybend PBLS	automatic stirrup bender		00335	1989
Throughout	3	EVG	Polybend PBLS	automatic stirrup bender		00327	1989
Throughout	4	EVG	Polybend PBLS	automatic stirrup bender		00338	1989
Throughout	EVG 5	EVG	Polybend PBX 16	automatic stirrup bender		K279612	2022
Throughout		Sterna	type 011	automatic stirrup bender		05	2002
Throughout		Stuma	Unicut 12XV	roller straightening machine		33	
Throughout	Unicut 2	Sterna	Unicut 16XW, type 011	roller straightening machine		018	2007

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout		Stema	Twinmatic 16XV, type 964-16XV	stirrup bending machine (yard)		101	1997
Throughout	009	Hambi	KS	bar bender			
Throughout		EVG		sraightener			
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			
Throughout	7	Murex	TS-MIG 326S	MIG welding set			
Throughout	10	Oerlikon	M403	MIG welding set			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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	Migatronix	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 PBL S	automatic stirrup bender (scrap)		00313	1989
Yard		EVG	PBL S	automatic stirrup bender (scrap)		00.299	1989
Yard		EVG	PBL S	automatic stirrup bender (scrap)		00.334	1989

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

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
Bay 1		Almig	Combi	air compressor			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
Throughout				Welding Sets comprising: (out of use)			
Throughout		Tec Arc	TSMIG 403	2 x MIG welding sets (out of use)			
Throughout		Parweld	XTM403S	5 x MIG welding sets (out of use)			
Throughout		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	
Craneage - Bay 3	9	AB Cranes		double girder crane, radio control, approx. 15m span	10 ton SWL	J5568	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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	
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	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
RFA Building		Pedax	Perfekt 60	bar bender (not in use)		3740248687008	
RFA Building		RHTC	PPC28 Profi Press	hydraulic C-frame press		PRC10010N2021020	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		AI1660757	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

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.	YoM
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, approx. 11m span	5 tonnes SWL		
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		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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		
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		

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
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		378634749000001 8	2001
Bay 2	MB2	Pedax Stema	Perfekt 60PCN	bar bender		37863474900003X CC	2001
Bay 2		La Roche	LRSP 30	radius bender		3656	1990
Bay 2		Peddinghaus	Perfekt 60 CA	bar bender		3786443396008	

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
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
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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 3		Clarke Air	160 Litre	air compressor		38771	2006
Throughout	MIG1	Murex	Transmig 253	MIG welder		521903-4596	2010
Throughout	MIG2	Murex	Transmig 406	MIG welder		246803-0572	2010
Throughout	MIG19	Murex	Transmatic Lynx 4HD	wire feed		P08A1206	2010
Throughout	MIG 3	Parweld	XTM4035	MIG welder (in need of repair)		11111322077	2015
Throughout	MIG 6	Parweld	XTM4035	MIG welder		11111322073	2015
Throughout	MIG 3	Parweld	XTMWF100	wire feed		11051322174	2015
Throughout	MIG 6	Parweld	XTMWF100	wire feed		12031322163	2015
Throughout			XTL 203MMA	MIG welder			
Throughout		BSC		spreader beam		61297	2010
Throughout		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

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Warehouse		La Roche	LRSP 30	2 x radius benders (scrap)		3638	1990
Warehouse		EVG	PBLS	automatic stirrup bender (scrap)		330	1989
Throughout		ACV Delta	55	water boiler			2010

PLANT AND MACHINERY OWNED BY EXPRESS REINFORCEMENTS LIMITED

Location: Collier Close, Brownhills, Walsall, West Midlands, WS8 7EU

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Production Bay		EVG	PBN-16	automatic stirrup bender		00.397	1990
Production Bay		MEP	Concept 91	stirrup bending machine		17295	2003
Production Bay		MEP	Format-S	automatic stirrup bender		190065	1999
Production Bay		Oscam	radius manual	radius bender			
Production Bay		Peddinghaus	Special 55S	bar bender (not in use, awaiting repair)		3740248392019	
Production Bay		Pedax Stema	60CB	bar bender		3789546501013	
Production Bay		Horizontal		bandsaw		020537001	2002
Production Bay		Nexus	NXM325	welding set			
Production Bay		Eland	MIG	welding set			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Production Bay		Panweld	XTM404S	welding set			
Bending Yard		Hambi	KSF502V	mesh bender (not in use)		14.13	
Bending Yard				Mesh cutter (not in use)			
Mesh Yard		Peddinghaus	Special 55S	bar bender		3740214099005	1999
Mesh Yard		Peddinghaus	Special 55S	bar bender		3740214099002	1999
Mesh Yard		KRB	Shearline	shearing line		RB95SL136	
Mesh Yard		Stema	Unicut 16XV (Type: 011)	roller straightening machine		011	2005
Mesh Yard		Worthington Creyssensac	Rollair 1500	air compressor			
Mesh Yard		Ecody	K-MT	air dryer			
Mesh Yard		Cobal		single girder crane, radio control, approx. 26m span, on runway system approx. 35m length	5 tonnes SWL		
Mesh Yard		Granada		single girder crane, radio control, approx. 26m span, on runway system approx. 35m length	3.2 tonnes SWL	0121-5524503	
Mesh Yard				Lifting beam	5 tonnes SWL		

Location: Glaze House, Tudor Works, Beaconsfield Road, Hayes, Middlesex, UB4 0SL

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout		Schilt	Flexbar 300AE	shearing line		150810	2019
Throughout		Pedax Stema	Cadormatic Simplex RS 500	shearing line		32216327-07-0003	2007
Throughout		Schilt	SBR60	radius bender		151082	2021
Throughout		Pedax Stema	Perfekt 60CB	bar bender	850 N/mm2	3786520002005	1996
Throughout		Pedax Stema	Special 60S	bar bender	850 N/mm2	3786624205015	2005
Throughout		Schilt	SBC60	bar bender		150651	2021
Throughout		Pedax Stema	Special 55	bar bender (not in use)	850 N/mm2	3740212998001	1995
Throughout		MEP	Format 9	automatic stirrup bender		191322	2007
Throughout		Pedax Stema	Twinmaster 16X +	automatic stirrup bender		84	2008
Throughout		Pedax Stema	Permatic 60	double bending line		01006326-07-015	2007
Throughout		Pedax Stema	Perfekt 42CC	bar bender	850 N/mm2	3735033307021	2007
Throughout		Pedax Stema	Permatic 60	double bending line		1000632607014	2007
Throughout		Pedax Stema	Twinmaster 16 II	automatic stirrup bender		132	2013
Throughout		Pedax Stema	Twinmaster 16X II	automatic stirrup bender with double attachment		101	2005

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout		Pedax	Twincut 13	roller straightening machine		14501-005	2022
Throughout	21	Street	Single Beam	single girder crane 1, 40m span	5 tonnes SWL	1321901	2005
Throughout	20	Street	Single Beam	single girder crane 2, 40m span	6 tonnes SWL	1321902	2006
Throughout	19	Street	Single Beam	single girder crane 3, 40m span	5 tonnes SWL	14435101	2019
Throughout	18	Street		tied together crane, 38m span	8 tonnes SWL (4+4)	1440501	2019
Throughout	22	Lifting Systems Ltd		crane gantry, 30m x 38m span			2019
Throughout		Solo Products	Talon	mesh grab	2 tonnes SWL	LWF105	2018
Throughout		Britlift		lifting beam	2 tonnes SWL		2010
Throughout	24	Britlift		lifting beam, 10m	5 tonnes SWL		2010
Throughout		Almig	Combi	air compressor		50049405	2019
Throughout		Almig	Combi	air compressor		50046639	2019
Throughout		Oscam	Torino	radius bender (not in use)		291	2005

Location: Eaglebush Works, Milland Road Industrial Estate, Neath, SA11 1NJ

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1	20	EVG	Polybend PBX 20	automatic stirrup bender		K279603	2022
Bay 1	108	Filzmoser	Fliz RA-XE 16/6-2	straightener		RA-XE 171	2004
Bay 1	49	Schnell	Coil 14 BE	radius bender		94581	
Bay 1	114	Sterna	Twinmaster 16, type 018	stirrup bending machine		029	2004
Bay 1	117	MEP	Format 16	automatic stirrup bender		193067	2007
Bay 1	119	MEP	Format 16	automatic stirrup bender		193110	2008
Bay 1	102	Pedax Sterna		bar bender		3786523604007	
Bay 1	106	Pedax Sterna		automatic double bending line, with 2-60N benders		2210135091	
Bay 1	75	Pedax Sterna	Perfekt 60CB	bar bender		3786516501012	
Bay 1	115	Pedax Sterna	Simplex RS500	shearing line		3221624405005	
Bay 1	55	Pedax Sterna	RS500	shearing line		3221617501001	
Bay 1	55	Pedax Sterna		powered conveyor		3334001	
Bay 1	76	Pedax Sterna	Perfekt 60CB	bar bender		3786520002001	
Bay 1	150	Pedax Sterna	Permatic 70N	double bending line			

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1	78	Peddinghaus	Perfekt 60PCN	bar bender		3786347791019	
Bay 1	80	Peddinghaus	Perfekt 60PCN	bar bender		3786346490020	
Bay 2	103	Pedax	Perfekt 60CC	bar bender		3789264320001	2020
Bay 2	100	Pedax	Perfekt 60CC	bar bender		3789264320002	2020
Bay 2	9	Schnell	CER40	radius bender		0180XXY4013	2021
Bay 2		EVG	Polybend PBX 16	automatic stirrup bender		K257793	2021
Bay 2	56	Pedax	RS500	shearing line		3221612100001	
Bay 2	64	Pedax	Permatic E16M	double bending line		3414514909803	
Bay 2 - Storage	127	Oscam		radius bender			
Bay 2 - Storage	21	Peddinghaus		radius bender		RP5555706904	1998
Bay 2 - Storage	29	Peddinghaus	Special 32S	bar bender		3630542895019	
Bay 2 - Storage	18	La Roche	LRSP 30	radius bender		2654	
Bay 3				Spiral bender (not in use)			
Bay 3	142	Addison	BS300 Plus GH	bandsaw		187206002	2018

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 3	147	Addison	BS300 Plus GH	bandsaw		151077001	2015
Bay 3	53	Pedax	Simplex 60H	manual sheer		3150665121001	
Bay 3	14	Pedax	Simplex 60H	manual sheer		3150642888910	
Bay 3	74	Pedax	Simplex 60CC	manual sheer		3789264921007	2021
Bay 3	60	Pedax	Rollmaster 40W	welded rollmat machine, 12m (dismantled, to be transferred)			
Bay 3	148	Addison	BS300 Plus GH	bandsaw		151077001	2015
Bay 3	138	Addison	BS300 Plus GH	bandsaw		204603004	2020
Bay 3	136	Carif	320 BSA	bandsaw		3S1752	2021
Bay 3	163	Carif	320 BSA	bandsaw		3S1793	2022
Bay 3	162	Carif	320 BSA	bandsaw		3S1824	2022
Bay 4	27	Dextra	GP18-8.2	threader (in need of repair)			
Bay 4		Dextra	GP18-8.2	threader			
Bay 4	143	Addison		bandsaw			
Bay 4	12	Schnell	CER40	radius bender		0180180316	2018
Bay 4	40	Sterna	Rotax 40	radius bender		3739337509005	2009
Bay 4	149	Carif	320 BSA	bandsaw		3S1561	2018

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 4	139	Addison	BS300	bandsaw			
Bay 4	141	Addison	BS300 Plus GH	bandsaw			
Bay 4		EVG	Polybend PBX 16	automatic stirrup bender		KS257794	2021
Bay 4	137	Addison	BS300 Plus GH 2V	bandsaw		2047700002	2020
Bay 5		Addison	BS300 Plus GH	bandsaw		187206001	2018
Craneage Bay 1	1	Kone Cranes		crane	10 tonnes SWL (5+5)	979976	2011
Craneage Bay 1		Kone Cranes		crane	5 tonnes SWL	F6560A2	2022
Craneage Bay 1	3	Kone Cranes		crane	5 tonnes SWL		
Craneage Bay 1	4	Granada		crane	5 tonnes SWL	8982589	1998
Craneage Bay 1	5	Morris		crane	5 tonnes SWL		2008
Craneage Bay 2	83	Kone Cranes		crane	5 tonnes SWL		
Craneage Bay 2	82	Kone Cranes		crane	10 tonnes SWL (5+5)		

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Craneage Bay 2	84	Kone Cranes		crane	5 tonnes SWL		
Craneage Bay 3	87	Kone Cranes		crane	5 tonnes SWL		
Craneage Bay 3	86	Kone Cranes		crane	5 tonnes SWL		
Craneage Bay 3	85	Kone Cranes		crane	10 tonnes SWL (5+5)		
Craneage Bay 4	68	Demag		crane	5 tonnes SWL		2001
Craneage Bay 4	69	Demag		crane	5 tonnes SWL		2001
Craneage Bay 5	10	Demag		crane	5 tonnes SWL	1323108	2006
Craneage Bay 5	6	Granada		crane	1.6 tonnes SWL		
Workshop	31/143	Addison		bandsaw			
Workshop		Carif	320 BSA	bandsaw		3S1855	2023
Workshop		Carif	320 BSA	bandsaw		3S1856	
Workshop	145	Addison	BS300 Plus GH 2V	bandsaw (scrap)		187206001	2018

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Workshop	90	Colchester	Triumph 2000	lathe			
Workshop		Draper		pillar drill			
Workshop		Elliot		12" pedestal grinder			
Workshop		Clarke		double ended grinder			
Workshop		Clarke	Strong-Arm	garage press			
Workshop		Bridgeport	Series 1	milling machine			
Workshop		Peddinghaus	Perfek 60PCN	bar bender		3786347791019	
Workshop	101	Pedax Stema	Perfekt 60CB	bar bender		3786523604006	
Throughout				6 - Lincoln Electric 305C Powertec welding sets			
Throughout		Toyota		rotator attachment			
Throughout				Surface mounted weighbridge			
Compressed Air	34	Boge	S15	air compressor		503962-2	2004
Compressed Air	35	Boge	S15	air compressor		5001154	2006
Compressed Air	36	Boge	S15	air compressor		5023728	2008

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Compressed Air	38	Boge	S15	air compressor		28806	1998
Compressed Air		Boge	DS52-2	air dryer		400658220002	2022
Compressed Air		Boge		272 litre air receiver			
Compressed Air		Boge		air receiver			

Location: Hannington Works, Longrigg Swalwell, Newcastle Upon Tyne, NE16 3AS

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 1	Cado 2	Pedax	Cadormatic Simplex RS 500	shearing line		3221621303005	2003
Bay 1	Cado 1	Pedax	Cadormatic Simplex RS 500	shearing line		3221621303004	2003
Bay 1		Pedax	Perfekt 60CB	bar bender		3786525505009	2005
Bay 1		Pedax	Special 60S	bar bender		3786621603004	2003
Bay 1		Pedax	Perfekt 60CB	bar bender		3786525505008	2005
Bay 1		Oscam	K1-K2	double ended bar bending machine		K2340899	Est. 1998
Bay 1	35	Pedax	Unicut 16XV, type OII	roller straightening machine		010	2005
Bay 1	ALB2	Stema	964/16XV	stirrup bending machine		105	1997
Bay 1	3	Stema	Twinmaster 16X+, type 051	stirrup bending machine		070	
Bay 1	2	Stema	921/16XV	stirrup bending machine		7	1995
Bay 1	1	Stema	Twinmaster 16II, type 021	stirrup bending machine		0541	2006
Bay 2		MEP	Tiger 352 SX Evo	pulldown circular saw		562822/26-B	2019

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		RMS	Machine Service	shearing line with RMS controls s/n SMC085 (1993)			
Bay 2		Dextra	Griptec GP40-6.21	swaged rebar coupler (Machine Code: EQPG1410001)	500 bar	032174	
Bay 2		MEP	Tiger 352 SX Evo	pulldown circular saw		568166/31-B	2021
Bay 2		MEP	Tiger 352 SX Evo	pulldown circular saw		569134/39-B	2021
Bay 2	25	Oscam	bar radius	radius bar bending machine			
Bay 2		MEP	Tiger 352 SX Evo	pulldown circular saw		42737/47-0	2012
Bay 2	26	Stema	Steelmaster Unicut 14X 991/14XV	roller straightening machine		04	2000
Bay 2		KRB	7/22MM Spiralmatic	ring bending machine	22mm	07SP0069HO	
Bay 2		Stema	Twinmaster 16, type 018/16	stirrup bending machine		028	2002
Bay 2	6	Stema	Twinmaster 16, type 051	stirrup bending machine		042	2007
Bay 2		Alup	Allegro 22	air compressor	13 bar max wp	ITJ422766	2020

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Bay 2		Atlas Copco	GA15	air compressor			
Bay 2		Pneumatech	AD156 (E7.5)	refrigerant air dryer	14 bar max wp	ITJ390129	2020
Bay 2		Coinox	carbon vertical	vertical carbon steel air receiver	500 litre		
Bay 2		Oil	water separator	Oil/water separator			
Bay 3		Eisele	VMS300-PV	circular cold saw		2326/1	2000
Bay 3		Kempi	Kempomat	MIG welding set			
Bay 3		Tec Arc	Compact MIG 313	MIG welding set			
Craneage - Bay 1		Demag		single girder crane, radio control, approx. 22m span (crane runway part of portal frame of building)	5 tonnes SWL	1302986	2005
Craneage - Bay 1		Demag		single girder crane, radio control, approx. 22m span (crane runway part of portal frame of building)	5 tonnes SWL	1302984	2005
Craneage - Bay 1		Demag		single girder crane with operators cab, radio control, approx. 22m span, access staircase/platform (crane runway part of portal frame of building)	10 tonnes SWL (5+5)	1302983	2005
Craneage - Bay 2		Demag		single girder crane, radio control, approx. 22m span (crane runway part of portal frame of building)		1302981	2005
Craneage - Bay 2		Demag		single girder top running overhead travelling crane with underslung wire rope hoist, radio control,		1302982	2005

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
				approx. 22m span (Crane runway part of portal frame of building)			
Craneage - Bay 1		Truninger		magnetic lifting beam (used in conjunction with 10 tonne crane)		12804	
Craneage - Bay 1		WLL		lifting beam	1,500Kg SWL		
Craneage - Bay 2		TSL/ Tech Services		lifting beam	4 tonnes SWL	TSL3739	
Throughout		Nifty	HR15N	self propelled access boom	15.5m	158888	
Yard		NCK-Rapier	C34B Pennine	crawler crane (awaiting repair)		3HD7597	1977
Yard				Surface mounted weighbridge with Shering Command 940 readout and printer		3101521	
Yard		Stema	Rollmat	welding and laying machine (occasional use only)		RN102 #102	
Yard		Stema		stirrup bending machine (not in use)			
Yard		EVG		stirrup bender (not in use)			

Location: Whitehead Works, Whitehead Industrial Estate, Newport, Gwent, NP20 2NY

Location	Plant No.	Manufacturer	Model	Description	Capacity	S/No.	YoM
Throughout	111	Pedax	Rollmaster 40W	welded rollmat machine, 12m			
Throughout	109	La Roche		automatic upright shear		01/06/2023	1999
Throughout	131	Dorca	EH.316	spiral machine, with single carousel		029	2003
Throughout	140	Oscam		bar bender			
Throughout	129			Ring former		6001	2003
Throughout		Schilt	SBR60	radius bender		151099	2022
Throughout		Pedax Sterna	Perfekt 42CC	bar bender		3735033307023	2007
Throughout	14	Peddinghaus	Simplex 60H	manual shear		3150642888010	
Throughout		Carif	450 BSA	bandsaw		4S579	2023
Throughout				2 - Lincoln Electric Powertec 305C MIG welders			
Throughout		Chesterfield		twin girder crane	12.5 tonnes SWL	22/14350	
Throughout	1 & 2	Chesterfield		2 x 10t twin girder cranes with free standing downshop runway and supporting frame	10 tonnes SWL	22/11366 & 67	

Signatories

The Chargors

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

Signature of witness:

Name of witness:

Address:

Executed as a deed by _____)

BRC LIMITED

acting by a director in the presence of:

Carles Rovira

Signature of witness:

Name of witness:

Address:

Holly Arnold

Executed as a deed by
EXPRESS REINFORCEMENTS LIMITED
acting by a director in the presence of:

Carles Rovira

Signature of witness:

Name of witness:

Address:

Holly Arnold

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

)
)
)

Signature of witness:

.....

Name of witness:


.....Holly Arnold

Address:



Executed as a deed by 
ROMTECH LTD
acting by a director in the presence of: Carles Rovira

)
)
)

Signature of witness: 



Name of witness:

Holly Arnold

Address:



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

[Redacted]

)
)
)

Signature of witness:

[Redacted]

Carles Rovira

[Redacted]

Name of witness:

Holly Arnold

Address:

[Redacted]

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

Signature of witness:

Carles Rovira

Name of witness:

Holly Arnold

Address:

Executed as a deed by

RFA (PENISTONE) LIMITED
acting by a director in the presence of:

)
)

Signature of witness:

[Redacted Signature]

[Redacted Signature]

Name of witness: Carles Rovira

Holly Arnold

Address:

[Redacted Address]

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

Name: NIGEL HOGG

Title: DIRECTOR