NOTICE OF FILING

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File Title:	CREDIT SUISSE VIRTUOSO SICAV-SIF IN RESPECT OF THE SUB-FUND - CREDIT SUISSE (LUX) SUPPLY CHAIN FINANCE FUND & ANOR v INSURANCE AUSTRALIA LTD ACN 000 016 722 & ORS
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Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 17

Rule 8.05(1)(a)

Eighth ~~Seventh~~ Amended Statement of Claim

Filed pursuant to leave granted by Thawley J on 19 August ~~26 June~~ 2026

No. 169 of 2023

Federal Court of Australia

District Registry: New South Wales

Division: Commercial and Corporations National Practice Area

CREDIT SUISSE VIRTUOSO SICAV-SIF IN RESPECT OF THE SUB-FUND CREDIT SUISSE (LUX) SUPPLY CHAIN FINANCE FUND

Applicant

CREDIT SUISSE NOVA (LUX) IN RESPECT OF THE SUB-FUND CREDIT SUISSE NOVA (LUX) SUPPLY CHAIN FINANCE HIGH INCOME FUND

Second Applicant

INSURANCE AUSTRALIA LIMITED (ACN 000 016 722) and others set out in the schedule

Respondents

A NATURE OF THE DISPUTE

1 The Applicants are named as Loss Payees in endorsements to insurance policies issued purportedly on behalf of the First Respondent, Insurance Australia Limited (ACN 000 016 722) (the **Insurer**), to Greensill Capital Pty Limited (ACN 154 088 132) (**GCPL**) and ~~the Second Respondent,~~ Greensill Bank AG (**Greensill Bank** or **GBAG**). Those policies were issued by the Fourth Respondent, BCC Trade Credit Pty Ltd (ACN 608 296 233) (**BCC**), and Fifth Respondent, Greg Brereton (**Brereton**), without the authority of the Insurer.

2 The Applicants claim that BCC and Brereton engaged in misleading or deceptive conduct in contravention of s 1041H of the *Corporations Act 2001* (Cth) (**Corporations Act**), s 12DA of the *Australian Securities and*

Filed on behalf of (name & role of party)	Credit Suisse Virtuoso SICAV-SIF in respect of the sub-fund Credit Suisse (Lux) Supply Chain Finance Fund and Credit Suisse Nova (Lux) in respect of the sub-fund Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund, Applicants
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Investments Commission Act 2001 (**ASIC Act**), and/or s 18 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Competition and Consumer Act**), including as applied by the *Competition Policy Reform (New South Wales) Act 1995* (NSW) (**Australian Consumer Law**); knowingly or recklessly made representations, including as to their authority, that were false in a material particular or were materially misleading and thereby committed the tort of deceit and contravened s 1041E of the Corporations Act.

2A The Applicants allege, further or in the alternative, that the Insurer and BCC and the Sixth and Seventh Respondents (being the Tokio Marine parties) knew by no later than mid-2020, but failed to disclose to the Applicants, that the relevant policy documents may have been entered into in excess of authority, and that those respondents thereby: (i) engaged in misleading or deceptive conduct in contravention of s 1041H of the Corporations Act, s 12DA of the ASIC Act, and/or s 18 of the Australian Consumer Law; and (ii) breached their duties of care to the Applicants.

2B The Applicants also allege that the Insurer and the Seventh Respondent, Tokio Marine & Nichido Fire Insurance Co Ltd (**TMNF**), are responsible for the conduct of BCC and Brereton for the purposes of ss 917B or 917C of the Corporations Act.

2C As against the Eighth Respondent, Marsh Limited (**Marsh**), the Applicants allege that it was negligent in 2017 when it failed to make proper inquiries as to the limits of BCC's and Brereton's authority, despite undertaking the responsibility to do so, and in that context, that it engaged in misleading or deceptive conduct in contravention of s 12DA of the ASIC Act, and/or s 18 of the Australian Consumer Law, and made representations that were false in a material particular or were materially misleading in contravention of s 1041E of the Corporations Act by periodically representing to the Applicants that the 2018 Policy or 2019 Policy, as the case may be, and their respective endorsements were valid and effective and that it was not aware of any matter that suggested that BCC or Brereton did not have the necessary authority to issue those documents.

2D In addition, they allege against the Eighth Respondent that the Eighth Respondent knew by no later than early July 2020 that the relevant policy documents may have been entered into in excess of authority, but failed to disclose this to the Applicants, and instead continued to represent that the

policy documents were valid and enforceable. It is alleged the Eighth Respondent thereby: (i) engaged in misleading or deceptive conduct in contravention of s 12DA of the ASIC Act, and/or s 18 of the Australian Consumer Law; (ii) made representations that were false in a material particular or were materially misleading in contravention of s 1041E of the Corporations Act; and (iii) breached its duty of care to the Applicants.

B ISSUES LIKELY TO ARISE

3 [NOT USED]

4 Whether the Fourth Respondent and/or the Fifth Respondent were authorised to enter into the 2019 Policy (as defined at paragraph 117 below) as agent for the First Respondent.

5 [NOT USED]

6 Whether the First Respondent, Fourth Respondent, the Fifth Respondent, the Sixth Respondent and/or the Seventh Respondent engaged in misleading or deceptive conduct in contravention of s 1041H of the Corporations Act, s 12DA of the ASIC Act, and/or s 18 of the Australian Consumer Law.

7 Whether the Fourth Respondent and/or the Fifth Respondent made representations that were false in a material particular or were materially misleading in contravention of s 1041E of the Corporations Act, or committed the tort of deceit.

7A Whether the First Respondent, Fourth Respondent, Sixth Respondent and/or Seventh Respondent were negligent.

7B Whether the Eighth Respondent engaged in misleading or deceptive conduct in contravention of s 12DA of the ASIC Act or s 18 of the Australian Consumer Law, made representations that were false in a material particular or were materially misleading in contravention of s 1041E of the Corporations Act, or was negligent.

8 The quantum of each Applicant’s loss or damage arising out of one or more of the breaches or contraventions referred to at paragraphs 6 to 7B above.

C THE PARTIES AND OTHER RELEVANT ENTITIES

9 The First Applicant (**Credit Suisse Virtuoso**) is:

(a) a Société Anonyme company incorporated under the laws of Luxembourg and is able to sue and be sued; and

(b) acting in respect of its sub-fund, Credit Suisse (Lux) Supply Chain Finance Fund.

10 The Second Applicant (**Credit Suisse Nova**) is:

(a) a Société Anonyme company incorporated under the laws of Luxembourg and is able to sue and be sued; and

(b) acting in respect of its sub-fund, Credit Suisse Nova (Lux) Supply Chain Finance High Income Fund.

11 In this Statement of Claim, **Credit Suisse** refers to both Credit Suisse Virtuoso and Credit Suisse Nova collectively.

12 At all material times, Credit Suisse was in the business of generating financial returns by investing in zero coupon global notes issued by a special purpose vehicle.

Particulars

A zero coupon global note is a debt security instrument that pays, on the maturity date (and in some instances also on instalment dates), the value of the note (or the specified instalment) with no separate interest payments.

13 The First Respondent, the Insurer, is:

(a) a company incorporated under the laws of Australia and able to sue and be sued; and

(b) at all material times, in the business of issuing general insurance products in Australia.

14 ~~The Second Respondent,~~ Greensill Bank~~,~~ is incorporated under the laws of Germany.

15 ~~The Third Respondent,~~ Dr Michael Frege~~,~~ was appointed as an insolvency administrator to Greensill Bank on 16 March 2021.

16 The Fourth Respondent, BCC, is and was at all material times a company registered under the laws of Australia and is able to sue and be sued.

17 From at least 14 July 2016 to 8 July 2020, the Fifth Respondent, Brereton, was employed by Bond and Credit Company Pty Ltd (**Bond**) as BCC's Head of Trade Credit.

17A The Sixth Respondent, Tokio Marine Management (Australasia) Pty Ltd (ACN 001 488 455) (**TMMA**) is:

(a) a company incorporated under the laws of Australia and able to sue and be sued; and

(b) the Australian managing agent of TMNF.

17B The Seventh Respondent, TMNF, is a foreign registered corporation and general insurer that provides financial services (namely, the issuing of insurance polices) under an Australian Financial Services Licence and is regulated by the Australian Prudential Regulation Authority.

17C At all material times, the Eighth Respondent, Marsh:

(a) was a company incorporated under the laws of the United Kingdom;

(b) was the insurance broker engaged by one or more of GCPL, Greensill Capital (UK) Limited (**GCUK**) and/or GBAG in respect of the 2018 Policy (as defined at paragraph 115 below) and the 2019 Policy (as defined at paragraph 117 below); and

(c) conducted business in Australia within the meaning of s 5 of the Competition and Consumer Act and s 12AC(1) of the ASIC Act.

Particulars

(i) Marsh provided insurance broking services pursuant to an engagement by one or more of GBAG, GCUK and/or GCPL (**Marsh Broking Services**).

(ii) The Marsh Broking Services were provided largely by Marsh

employees, in particular Julian Macey-Dare, Edward Smith and Angus Ward, and included:

(A) negotiating and arranging insurance cover with Australian-domiciled insurers on behalf of an Australian-domiciled Insured;

(B) arranging the Insurer's entry into the LOS Policy (as defined at paragraph 77 below), the 2018 Policy and the 2019 Policy and the endorsements to those policies, each of which are governed by the law of New South Wales and have as parties an Australian-domiciled insurer and an Australian-domiciled insured; and

(C) accessing an online portal maintained by BCC in Australia for the purpose of confirming and/or monitoring the insurance cover arranged by Marsh and provided by the Insurer to the Insured.

(iii) Further, the Marsh Broking Services were provided in part by employees of Marsh Pty Ltd (Marsh Sydney), a company incorporated under the laws of Australia, acting at the direction of Marsh, including the invoicing and receipt of commissions payable by one or more of GBAG, GCUK and/or GCPL to Marsh in respect of the Marsh Broking Services. Those employees included in particular Ewan Berkemeier. That Marsh Sydney was acting at the direction of Marsh can be inferred from Marsh's entitlement to commissions in respect of premiums paid to the Insurer for the LOS Policy, the 2018 Policy and the 2019 Policy and the endorsements to those policies, among others, and Marsh Sydney's invoicing and receipt of those commissions: see, for example, invoice dated 4 December 2018 (MMC_GCUK12_00000548), invoice dated 4 August 2020 (MMC_GCUK14_00001947), invoice dated 16 February 2021 (MMC_GCUK14_00002453).

(iv) Further particulars may be provided after discovery and evidence.

D OTHER RELEVANT ENTITIES

D.1 Greensill group of companies

18 At all material times, GCPL was incorporated under the laws of Australia.

19 On 9 March 2021, Matthew Byrnes, Philip Campbell-Wilson and Michael McCann, officers of Grant Thornton Australia Limited (**Grant Thornton**), were appointed Joint and Several Administrators of GCPL and on 22 April 2021, were appointed Joint and Several Liquidators of GCPL.

20 At all material times, GCUK was incorporated under the laws of the United Kingdom.

21 On 8 March 2021, GCUK applied under s 124 of the *Insolvency Act 1986* (England and Wales) for GCUK to be wound up on the basis that GCUK was unable to pay its debts for the purposes of s 122(1)(f) of the *Insolvency Act 1986* (England and Wales), and on or around 22 March 2021, a notice of administrator's appointment (dated 10 March 2021) was filed.

22 At all material times, Greensill Bank, GCPL and GCUK (together, the **Greensill Group**) were part of a group that provided financing, including but not limited to supply chain financing, to industrial companies.

D.2 Hoffman

23 Hoffman S.à r.l. (**Hoffman**) is, and was at all material times:

(a) a company incorporated under the laws of Luxembourg; and

(b) a securitisation company within the meaning of and governed by the *Luxembourg Securitisation Act 2004* (Luxembourg).

D.3 Lagoon Park

24 Lagoon Park Capital SA (**Lagoon Park**) is, and was at all material times:

(a) a company incorporated under the laws of Luxembourg; and

(b) a securitisation company within the meaning of and governed by the *Luxembourg Securitisation Act 2004* (Luxembourg).

D.4 Wickham

25 Wickham SA (**Wickham**) is, and was at all material times:

(a) a company incorporated under the laws of Luxembourg; and

(b) a securitisation company within the meaning of and governed by the *Luxembourg Securitisation Act 2004* (Luxembourg).

D.5 [NOT USED]

26 [NOT USED]

E AGENT OF THE INSURER

E.1 Agency arrangements between CGU and BCC and Brereton prior to the CGU Scheme

27 In 2016 and 2017, CGU Insurance Limited (**CGU**) was a subsidiary of Insurance Australia Group Limited.

28 On or around 28 July 2016, CGU and BCC entered into an agreement titled an "*Agency & Authorised Representative Agreement*" (**CGU AAR Agreement**).

29 It was a term of the CGU AAR Agreement that:

(a) BCC was CGU's agent for the purposes set out in cll 2.1 and 2.6: cll 2.1, 2.6;

(b) by giving BCC the Authorisation Notice in the Authorisation Notice Schedule (**BCC Authorisation Notice**), BCC was CGU's "Authorised Representative" and was authorised to provide "Authorised Services" and to deal in, arrange and issue "Approved Products" in accordance with the "Underwriting Manual": cl 2.1;

(c) CGU would pay BCC commission on policies of trade credit insurance issued on behalf of CGU: cl 3.1(a);

(d) BCC would collect and remit to CGU premiums received by BCC on account of policies of trade credit insurance issued by BCC on behalf of CGU, net of BCC's commission: cll 3.1, 3.4, 8.1;

(e) BCC would maintain a bordereau of all trade credit insurance policies issued by BCC on behalf of CGU: cl 4.5(a); and

(f) BCC would provide a copy of the bordereau to CGU within seven business days of the close of each month during which any transactions were undertaken or moneys received, refunded or paid in relation to trade credit insurance policies issued by BCC on behalf of CGU: cl 4.5(b);

(g) the "Commission Schedule" identified a single "Approved Product", namely, "Trade Credit Products";

(h) BCC must carry out the "Authorised Services" only through an "Authorised Individual": cl 2.2;

(i) BCC was not authorised to do anything on behalf of CGU that was not expressly authorised under the CGU AAR Agreement: cl 2.3;

(j) BCC must not, except to the extent expressly permitted by the CGU AAR Agreement or authorised in writing by CGU, enter into any contract or arrangement, do any acts, make any representations or incur any obligation (including accepting any risk) on behalf of CGU or the Insurer: cl 2.3(a);

(k) BCC must not, except to the extent expressly permitted by the CGU AAR Agreement or authorised in writing by CGU, vary or waive:

  (i) any term or requirement of any "Insurance Policy";

  (ii) any duty of a "Client" or any third party imposed by an "Applicable Law" relating to any "Insurance Policy" or proposed Insurance Policy, including the statutory duty of disclosure; or

  (iii) any legal requirement relating to any "Insurance Application", any "Claim" or the administration, variation or cancellation of any "Insurance Policy": cl 2.3(b);

(l) the relationship between CGU and BCC created by the agreement was one of principal and agent for the purposes expressly permitted by the agreement only, and otherwise principal and independent contractor,

and not one of employer and employee, joint venture or partnership: cl 2.6;

(m) BCC must comply with all written "Guidelines" given to BCC by CGU at any time in relation to (inter alia):

(i) the provision of "Authorised Services": cl 4.1(a); and

(ii) compliance with the "Applicable Laws" by BCC or CGU: cl 4.1(b);

(n) the "Guidelines" (being Underwriting Manual Version 1.0 and Underwriting Manual Version 2.0 referred to below at paragraphs 36A and 36E respectively) were taken to be incorporated into and form part of the CGU AAR Agreement: cl 4.2(a);

(o) BCC was to perform the "Authorised Services" and its obligations under the CGU AAR Agreement in accordance with the "Applicable Laws", in a prompt and professional manner, exercising reasonable care and skill, and fairly, efficiently and honestly: cl 4.3;

(p) BCC may from time to time appoint one or more individuals as "Authorised Individuals" to provide the "Authorised Services" on the conditions set out in clause 5.4: cl 5.4;

(q) BCC would perform its obligations under the CGU AAR Agreement in accordance with the "Underwriting Manual": cl 7.1; and

(r) BCC would collect premium for the risks underwritten within authority; cl 8.1,

where:

(s) **Applicable Laws** meant (a) all laws (including acts, regulations and instruments); (b) all policies, guidelines, standards and requirements issued or imposed by a Regulator; (c) any conditions imposed on CGU's AFSL notified by CGU to BCC; and (d) all industry codes of practice including the general insurance code of practice, to the extent that they relate to the conduct of the relevant party;

(t) **Approved Products** meant contracts of insurance issued or to be issued by CGU of the classes and types: (a) identified in the

"Commission Schedule" to the CGU AAR Agreement; and (b) otherwise agreed between the parties in writing;

(u) **Authorisation Agreement** meant the agreement between BCC and an "Authorised Individual" appointing the "Authorised Individual" as CGU's authorised representative;

(v) **Authorisation Notice** meant, relevantly, an instrument in the form of the "Authorisation Notice Schedule" which appoints [BCC] as CGU's authorised representative;

(w) **Authorised Individual** meant an employee, officer or representative of BCC who has been appointed as an authorised representative of BCC or CGU in accordance with a duly executed "Authorisation Agreement" and whose appointment has not been terminated;

(x) **Authorised Services** meant the services which BCC is authorised by CGU to perform as specified in the "Authorisation Notice" and, if applicable, any claims handling services delegated to BCC in accordance with clause 9;

(y) **Client** meant any person to whom BCC had provided any of the "Authorised Services" on behalf of CGU or any person whom BCC has dealt with in connection with the possible provision of any of the "Authorised Services" to the person by BCC on behalf of CGU;

(z) **Commencement Date** meant 1 July 2016;

(aa) **Guidelines** meant the written authorisations, procedures, guidelines (including any claims handling guidelines issued pursuant to clause 9) directions and requirements notified or provided by CGU to BCC from time to time in relation to the provision of the "Authorised Services" by BCC or BCC's obligations under the CGU AAR Agreement and including the compliance manual; and

(bb) **Underwriting Manual** meant the underwriting manual agreed between the Parties, as varied from time to time in accordance with the CGU AAR Agreement, which may include procedures in relation to: (a) the pricing of the "Approved Products" subject to underwriting variants in relation to the individual "Approved Products"; (b) the provision of services by BCC

in relation to the "Approved Products" including service level requirements; (c) BCC's performance of its obligations under the CGU AAR Agreement; and (d) BCC's compliance with applicable laws.

30 On or around 28 July 2016, CGU provided the BCC Authorisation Notice to BCC (**BCC Authorisation Notice**).

31 By the CGU AAR Agreement and the BCC Authorisation Notice, CGU appointed BCC as its agent, authorised to issue and vary "Approved Products" on behalf of CGU.

32 The BCC Authorisation Notice was a written notice given by CGU to BCC for the purpose of s 916A of the Corporations Act.

33 Between 1 July 2016 and 30 July 2017, BCC was an authorised representative of CGU for the purposes of Part 7.6 of the Corporations Act.

34 On or around 8 July 2016, CGU and Brereton entered into an agreement titled an "*Individual Authorisation Agreement*" (**Brereton Authorisation Agreement**).

35 On or around 8 July 2016, CGU provided Brereton with a document titled "*Individual Authorisation Notice*" (**Brereton Authorisation Notice**).

36 By the Brereton Authorisation Agreement and the Brereton Authorisation Notice:

(a) CGU appointed Brereton as its agent to provide and perform the "Authorised Financial Services" in relation to "Approved Products" only on behalf of CGU, and for that purpose appointed Brereton as its authorised representative for the purposes of Chapter 7 of the Corporations Act from the "Effective Date" being 8 July 2016;

(b) **Approved Products** was defined to have the same meaning given to that term in the CGU AAR Agreement, such that "Approved Products" were "Trade Credit Products", which could only be written using Approved Wording 1.3 (referred to in paragraph 36C below) or Approved Wording 1.4 (referred in paragraph 36D below);

(c) **Authorised Financial Services** meant that Brereton was authorised in

accordance with the CGU AAR Agreement to: provide general advice, but not personal advice; deal in, arrange, acquire, issue, vary and dispose of "Approved Products"; collect and deal with client moneys, issue receipts and/or confirmations where a client acquires, varies or cancels an "Insurance Policy" for an "Approved Product"; and issue, negotiate and agree the terms of "Insurance Policies" for "Approved Products" as agent of CGU;

(d) Brereton must comply with and provide the "Authorised Services" in accordance with the CGU AAR Agreement as if Brereton were BCC; and

(e) Brereton must not cause BCC to breach any terms and conditions of the CGU AAR Agreement.

36A In or around June 2016, a document titled "BCC Trade Credit Pty Ltd Underwriting Manual … (Version 1.0)" was issued (**Underwriting Manual Version 1.0**), being the "Underwriting Manual", further and alternatively "Guidelines" for the purposes of the CGU AAR Agreement, and which provided that:

(a) trade credit insurance was a general insurance policy and risk management product that covered the payment risk of corporate entities, resulting from the delivery of goods and services: p 7;

(b) trade credit insurance paid an agreed percentage of an invoice or receivable that remained unpaid as a result of protracted default, insolvency or bankruptcy, and trade credit insurance was purchased by business entities to insure their accounts receivable from loss due to the non-payment by applicable debtors: p 7;

(c) the insurance protection afforded under a trade credit transaction involved:

(i) a "Buyer" who receives goods or services from and trade credit from a "Seller" and who makes payments for goods or services to the "Seller";

(ii) a "Seller" who supplied goods or services and trade credit to the "Buyer" and who receives payments for goods or services from the "Buyer"; and

(iii) a “Credit Insurer” who provides insurance to the “Seller”, who receives premiums from the “Seller” and who has a right of subrogation in respect of the “Buyer”: p 7;

(d) trade credit insurance was a business insurance product that indemnified a seller against losses from non-payment of a commercial trade debt: p 13;

(e) BCC was authorised to bind insurance policies only in the nature of the product listed in “2 – Trade Credit Insurance Products” and not for other product lines or risk categories: p 8;

(f) BCC was required always to act within the authority and terms of the applicable agency agreement in the conduct of its business and underwrite business within the scope and limits in accordance with the Underwriting Manual Version 1.0: p 8;

(g) the “Maximum Limits” that could be underwritten and accepted by BCC were:

(i) Whole of Turnover Limit: AUD 50 million, but only under the “Special Acceptance” stipulation referred to at sub-paragraph (h) below;

(ii) Major Debtors / Multi Buyer Limit: AUD 40 million, but only under the “Special Acceptance” stipulation referred to at sub-paragraph (h) below; and

(iii) Single Risks Limit: AUD 35 million: p 9;

(h) BCC’s authority was up to AUD 35 million, with policies and buyers with limits up to AUD 50 million for Whole of Turnover Policies and up to AUD 40 million for Major Debtors / Multi-Buyer policies considered by “Special Acceptance” by CGU and its reinsurers: p 9;

(i) BCC was authorised only to issue policies to Australian customers in Australia: p 9;

(j) the maximum credit limit / credit term BCC was required to set for each policy written within authority was 180 days: p 9;

(k) the maximum indemnity limit BCC was required to adhere to for each policy written within authority was 90% of the Debt, being accounts receivable of the insured: p 9;

(l) the standard policy term was 12 months and policy periods beyond 15 months were to be referred to CGU for approval, but in any case would be no longer than 24 months: p 11;

(m) BCC was authorised only to use authorised endorsement clauses: pp 12, 14, 16;

(n) BCC was authorised to provide three types of trade credit insurance products for Australian clients that were transacting domestically or overseas, being Comprehensive / Whole of Turnover, Major Debtors / Multi-Buyer and Single Risks cover, and to do so using the same core base wording (as recorded in Appendix 2 of the Underwriting Manual Version 1.0) with the application of select mandatory endorsements: p 16;

(o) the minimum premium BCC was to set for each policy written within authority was $10,000: p 26;

(p) there was a recommended excess of 1% of the policy limit, but in any event no less than 0.75% of the policy limit, comprising the amount the insured must bear for each loss or series of losses, must be set for each policy written within authority: p 28; and

(q) there were various “exclusions” from the risks that BCC was authorised to write, including any “financial guarantees that cover a purely monetary debt”, “Insolvent risks” and “Intercompany sales”: p 31.

36B On or around 22 July 2016, CGU approved a set of “Policy Endorsement Clauses” (**Approved Endorsements**) for use by BCC in accordance with the terms of the Underwriting Manual Version 1.0 and subsequent versions, and:

(a) at all material times thereafter, CGU and IAL did not approve any additional endorsement clauses for use by BCC; and

(b) at all material times thereafter, BCC did not have authority to issue endorsements that were not Approved Endorsements.

36C In or around October 2016, CGU issued the following approved wording (**Approved Wording 1.3**), being the "core base wording" for the purposes of the Underwriting Manual Version 1.0 and the Trade Credit Products listed in the Commission Schedule to the CGU AAR Agreement:

(a) "Trade Credit Insurance Whole of Turnover" dated October 2016 (Version WOT 1.3) (IAG.0001809750.0001.0004);

(b) "Trade Credit Insurance Multi Buyer" dated October 2016 (Version MB 1.3) (IAG.0001809750.0001.0003); and

(c) "Trade Credit Insurance Single Risk" dated October 2016 (Version SR 1.3) (IAG.0001809750.0001.0002).

36D In or around August 2017, IAL issued the following approved wording (**Approved Wording 1.4**), which came into effect on 1 August 2017, being the "core base wording" for the purposes of the Underwriting Manual Version 1.0 and the "Trade Credit Products" listed in the Commission Schedule to the CGU AAR Agreement:

(a) "Trade Credit Insurance Whole of Turnover" dated August 2017 (Version WOT 1.4) (IAG.0000022998.0003);

(b) "Trade Credit Insurance Multi Buyer" dated August 2017 (Version MB 1.4) (IAG.0000022998.0002); and

(c) "Trade Credit Insurance Single Risk" dated August 2017 (Version SR 1.4) (IAG.0000022998.0001).

36E In or around July 2018, a document entitled "BCC Trade Credit Pty Ltd Underwriting Guidelines … (Version 2.0)" was issued (**Underwriting Manual Version 2.0**), being the "Underwriting Manual", further or alternatively "Guidelines" for the purposes of the CGU AAR Agreement, and which set out again the matters pleaded at sub-paragraphs 36A(a) to (e), (i) to (l), (o) to (q) and also provided:

(a) BCC was required to at all times act within the authority and terms of the applicable agency agreement (being the CGU AAR Agreement) in the conduct of its business and underwrite business within the scope and limits in accordance with Underwriting Manual Version 2.0: p 8;

(b) BCC was authorised to write three products being the Whole of Turnover approved wording Version WOT 1.4 August 2017; Multi Buyers approved wording Version MB 1.4 August 2017; and Single Risks approved wording Version SR 1.4 August 2017: p 9;

(c) the "Maximum Limits" that may be underwritten and accepted by BCC were:

(i) Whole of Turnover Limit: AUD 50 million;

(ii) Major Debtor / Multi Buyer Limit: AUD 50 million; and

(iii) Single Risks Limit: AUD 50 million: p 9;

(d) BCC's binding authority is up to AUD 50 million, with policies and buyers with limits up to AUD 75 million considered by Special Acceptance: p 9;

(e) BCC's authority limits referred to in sub-paragraphs 36E(c), (d) and (f) of this Statement of Claim was a maximum sum which applied to each buyer or group of companies owned or controlled (more than 50%) by a legal entity or natural person or a group of legal entities or natural persons: pp 9, 56; and

(f) where a policy was issued in a foreign currency the maximum limit was to be no more than 95% of the AUD Binder Limit BCC was authorised to transact at the time cover was arranged: p 29.

37 The Brereton Authorisation Notice was a written notice given by CGU to Brereton for the purpose of s 916A of the Corporations Act.

38 Between 1 July 2016 and 30 July 2017, Brereton was an authorised representative of CGU for the purposes of Part 7.6 of the Corporations Act.

E.2 The CGU Scheme

39 On 20 July 2017, the Federal Court of Australia made an order under s 17F of the *Insurance Act 1973* (Cth) (**Insurance Act**) confirming, without modification and with effect from 1 August 2017, a scheme for the transfer of the insurance business of CGU to the Insurer.

40 On 1 August 2017, by operation of the order referred to at paragraph 39 above

and s 17G of the Insurance Act, the scheme for the transfer of the insurance business of CGU to the Insurer:

(a) became binding on all persons; and

(b) took effect.

41 On 1 August 2017:

(a) the CGU AAR Agreement was transferred from CGU to the Insurer; and

(b) the BCC Authorisation Notice was transferred from CGU to the Insurer.

42 By reason of the matters pleaded at paragraphs 39 to 41 above, on 1 August 2017:

(a) BCC became the agent of the Insurer, authorised to issue and vary trade credit insurance on behalf of the Insurer; and

(b) BCC became the authorised representative of the Insurer for the purposes of Part 7.6 of the Corporations Act.

43 The CGU AAR Agreement remained in force until at least 9 April 2019.

44 The BCC Authorisation Notice remained in force until at least 9 April 2019.

45 On 1 August 2017:

(a) the Brereton Authorisation Agreement was transferred from CGU to the Insurer; and

(b) the Brereton Authorisation Notice was transferred from CGU to the Insurer.

46 By reason of the matters pleaded at paragraph 45 above:

(a) Brereton became the agent of the Insurer, authorised to issue and vary trade credit insurance on behalf of the Insurer; and

(b) Brereton became the authorised representative of the Insurer for the purposes of Part 7.6 of the Corporations Act.

47 The Brereton Authorisation Agreement remained in force until at least 8 July

2020, alternatively until at least 9 September 2019.

48 The Brereton Authorisation Notice remained in force until at least 8 July 2020, alternatively until at least 9 September 2019.

49 [NOT USED]

50 [NOT USED]

51 [NOT USED]

E.3 IAL Agencies Agreements

52 At all material times, IAG Agencies Pty Limited (**IAGA**) and the Insurer have been wholly owned subsidiaries of Insurance Australia Group Limited.

53 On and from 1 August 2017, IAGA had authority to issue and vary policies of trade credit insurance on behalf of the Insurer.

54 At all material times prior to about 1 April 2019, IAGA owned 50% of BCC's issued shares.

55 On or around 28 March 2019, the Insurer and BCC entered into an agreement titled an "*Agency & Authorised Representative Agreement*" (**IAL AAR Agreement**).

56 It was a term of the IAL AAR Agreement that:

(a) BCC was the Insurer's agent for the purposes set out in cll 2.1 and 2.5: cll 2.1, 2.5;

(b) by giving BCC the Authorisation Notice in the Authorisation Notice Schedule (**BCC/IAL Authorisation Notice**), BCC was the Insurer's Authorised Representative: cl 2.1;

(c) the Insurer would pay BCC commission on policies of trade credit insurance issued on behalf of the Insurer: cl 3.1(a);

(d) BCC would collect and remit to the Insurer premiums received by BCC on account of policies of trade credit insurance issued by BCC on behalf of the Insurer, net of BCC's commission: cll 3.1, 3.3, 8.1;

(e) BCC would maintain a bordereau of all trade credit insurance policies issued by BCC on behalf of the Insurer: cl 4.5(a); and

(f) BCC would provide a copy of the bordereau to the Insurer within 14 business days of the close of each month during which any transactions were undertaken or moneys received, refunded or paid in relation to trade credit insurance policies issued by BCC on behalf of the Insurer, in the manner and form requested by the Insurer from time to time: cl 4.5(b);

(g) the Insurer authorised BCC, from the Commencement Date and for the Term of the agreement to provide the "Authorised Services" and to deal in, arrange and issue "Approved Products" in accordance with the applicable "Underwriting Manual" and specifically as follows (cl 2.1):

(i) BCC was not permitted to bind new Insurance Policies on behalf of IAL after 30 June 2019 and new Insurance Policies issued prior to that date were not to exceed a policy term of 12 months;

(ii) BCC was not permitted to bind renewal Insurance Policies on behalf of IAL with renewal inception dates after 30 June 2019. This included:

(A) any Insurance Policies issued as a 2-year conditional contract. Second year renewal was not to be written with IAL as the insurer; and

(B) any extensions of policy due date;

(iii) renewal Insurance Policies due prior to the inception date of 30 June 2019 were not to exceed 12 months;

(iv) BCC could, unless the Insurer notified BCC otherwise, provide cover under a cover note upon the expiry of an Insurance Policy for policies where a renewal offer had been made. The interim cover would be in the same terms and conditions as the renewal offer for a maximum period of 30 days starting on the expiry date of the Insurance Policy but in any event was not to extend beyond 30 June 2019;

(v) BCC was authorised to bind mid-term Insurance Policy alterations where IAL was the Insurer provided that those changes were permitted by Underwriting Manual Version 3.0 (as defined at paragraph 56A below) after prudent underwriting judgment had been applied; and

(vi) no extensions of due dates were permitted;

(h) BCC was obliged to carry out the "Authorised Services" through an "Authorised Individual": cl 2.2;

(i) BCC was not authorised to do anything on behalf of the Insurer that was not expressly authorised by the IAL AAR Agreement: cl 2.3;

(j) BCC was prohibited, except to the extent expressly permitted by the IAL AAR Agreement or authorised in writing by the Insurer, from entering into any contract or arrangement, doing any acts, making any representations or incurring any obligations (including accepting any risk) on behalf of the Insurer: cl 2.3(a);

(k) BCC was prohibited, except to the extent expressly permitted by the IAL AAR Agreement or authorised in writing by the Insurer, from varying or waiving:

(i) any term of requirement of any Insurance Policy;

(ii) any duty of a Client or any third party imposed by an Applicable Law relating to any Insurance Policy or proposed Insurance Policy, including the statutory duty of disclosure; or

(iii) any legal requirement relating to any Insurance Application, any Claim or the administration, variation or cancellation of any Insurance Policy: cl 2.3(b);

(l) the relationship between the Insurer and BCC created by the IAL AAR Agreement was one of principal and agent for the purposes expressly permitted by the IAL AAR Agreement only, and otherwise principal and independent contractor, and not one of employer and employee, joint venture or partnership: cl 2.5;

(m) BCC must comply with all reasonable written Guidelines given to BCC by the Insurer at any time in relation to the provision of the Authorised Services: cl 4.1(a);

(n) the Guidelines (being Underwriting Manual Version 3.0 referred to at paragraph 56A below) were taken to be incorporated into and form part of the IAL AAR Agreement: cl 4.2;

(o) BCC was to perform the Authorised Services and the obligations under the IAL AAR Agreement in accordance with the Applicable Laws, in a prompt and professional manner, exercising reasonable care and skill, fairly, efficiently and honestly: cl 4.3;

(p) the Insurer could in its complete discretion appoint or refuse to appoint a person as an authorised representative and BCC was prohibited from authorising any person to provide any Authorised Services on its behalf or on behalf of IAL: cl 5.1;

(q) BCC would perform its obligations under the IAL AAR Agreement in accordance with the Underwriting Manual: cl 7.1; and

(r) BCC would collect a premium for risks written within its authority: cl 8.1.

56A On around 9 April 2019, a document titled "BCC Trade Credit Pty Ltd Underwriting Guidelines … (Version 3.0)" (**Underwriting Manual Version 3.0**) being the "Underwriting Manual", further or alternatively "Guidelines" for the purposes of the IAL AAR Agreement, came into effect and limited BCC's acceptance authority for IAL business effective from that date.

56B The Underwriting Manual Version 3.0 contained the express terms pleaded at paragraphs 36A(a) to (e), (i) to (k), (m), (o) to (q) and at 36E(f) as well as the following express terms:

(a) BCC was required always to act within the authority and the terms of the applicable agency agreement, being the IAL AAR Agreement, in the conduct of its business and underwrite business within the scope and limits in accordance with the Underwriting Manual Version 3.0: p 8;

(b) BCC was not permitted to quote or bind new business on behalf of the Insurer after the Effective Date, being 30 June 2019: p 8;

(c) any new insurance policies issued prior to 30 June 2019 were not to exceed a policy term of 12 months: p 8;

(d) any new business issued prior to 30 June 2019 was to adhere to the Underwriting Manual Version 3.0: p 8;

(e) BCC was not permitted to bind renewal business on behalf of the Insurer with renewal inception after the Effective Date, being 30 June 2019: p 8;

(f) any renewal business due prior to the inception date of 30 June 2019 must not exceed 12 months: p 8;

(g) BCC was authorised to bind mid-term policy alternations where the Insurer was the insurer provided those changes were permitted under the Underwriting Manual Version 3.0 after prudent underwriting judgement had been applied, with no extensions of due date permitted: pp 8, 9;

(h) the Maximum Limits that could be underwritten and accepted by BCC were (p 10):

    (i) Whole of Turnover Limit: AUD 50 million;

    (ii) Major Debtors Limit: AUD 50 million; and

    (iii) Single Risks Limit: AUD 50 million;

(i) Maximum Limits of AUD 75 million per Buyer or Buyer Group, with Limits above AUD 50 million and below AUD 75 million referred to the lead reinsurer, and with the Insurer having final acceptance authority on those risks: p 9;

(j) the limits set out at sub-paragraphs 56B(h), (i) and 36E(f) of this Statement of Claim was a maximum sum which applied to each buyer or group of companies owned or controlled (more than 50%) by a legal entity or natural person or a group of legal entities or natural persons: pp 9, 57;

(k) BCC was authorised to write three Trade Credit Insurance Products only, being Approved Wording 1.4 as follows:

(i) Whole of Turnover approved wording version WOT 1.4;

(ii) Multi Buyers approved wording MB 1.4; and

(iii) Single Risks approved wording Version SR 1.4; and

(l) BCC would continue to manage claims on behalf of the Insurer under management of TMMA via the PACAO (as defined in paragraph 66 below).

57 [NOT USED]

58 By the IAL AAR Agreement and the BCC Authorisation Notice, the Insurer appointed BCC as its agent, authorised to issue and vary trade credit insurance on behalf of the Insurer.

59 The BCC Authorisation Notice was a written notice given by the Insurer to BCC for the purposes of s 916A of the Corporations Act.

60 Between 28 July 2017 and 30 June 2019, BCC was an authorised representative of the Insurer for the purposes of Part 7.6 of the Corporations Act.

61 On or around 28 July 2017, IAGA, on behalf of the Insurer, and Brereton entered into an agreement titled "*Individual Authorisation Agreement*" (**IAL/Brereton Authorisation Agreement**).

62 On or around 28 July 2017, IAGA, on behalf of the Insurer, provided Brereton with a document titled "*Individual Authorisation Notice*" (**IAL/Brereton Authorisation Notice**).

63 By the IAL/Brereton Authorisation Agreement and the IAL/Brereton Authorisation Notice, the Insurer appointed Brereton as its agent, authorised to issue and vary trade credit insurance on behalf of the Insurer.

64 The IAL/Brereton Individual Authorisation Notice was written notice given by the Insurer to Brereton for the purposes of s 916A of the Corporations Act.

65 Between 28 July 2017 and 30 June 2019, Brereton was an authorised representative of the Insurer for the purposes of Part 7.6 of the Corporations Act.

E.4 Administration of the policies

66 On or around 9 April 2019, the Insurer, TMMA and Bond entered into an agreement titled the "*Policy and Claims Administration Outsourcing Deed*" (**PACAO**). The PACAO described TMMA and Bond (defined as BCC in the PACAO) together as the Administrator.

67 Pursuant to the PACAO:

(a) the Insurer authorised the Administrator to provide the following "Services":

(i) customer service (including service availability, customer contact and complaints management);

(ii) claims processing (including claims processing, error management, document retention, claim lodgement and claim authorisation and claims payment);

(iii) policy administration (including modifications of policies, extensions of bonds and premium collection and remittance); and

(iv) preparing management reports: cl 1.1, 5.1 and Schedules 3, 4, 5; and

(b) the Administrator was required to provide the Insurer with Quarterly Reports, including bordereau reports: cl 7, Schedule 1.

68 On and from 9 April 2019, the Insurer permitted BCC to provide the services of the Administrator under the PACAO.

69 On and from 1 July 2019, BCC has acted as the Insurer's agent to administer trade credit insurance policies issued by the Insurer on or before 30 June 2019.

E.5 Conduct of the Insurer's trade credit insurance business

70 [NOT USED]

71 On and from 1 August 2017, BCC provided bordereaux to the Insurer.

72 The bordereaux that BCC provided to the Insurer:

(a) [NOT USED]

(b) [NOT USED]

(c) [NOT USED]

(d) referred to the existence of trade credit insurance policy TB-03691 (**2019 Master Policy**) and TS-03087;

(e) did not refer to:

(i) 2018 Policy TS-03088 or Policy TS-03088 or any endorsements purportedly issued under those policies;

(ii) the 2018 Policy (as defined in paragraph 115 below) or any endorsements purportedly issued under the 2018 Policy; or

(iii) the 2019 Policy (as defined in paragraph 117 below) or any endorsements purportedly issued under the 2019 Policy;

(f) did not disclose that BCC had issued policies without using the Approved Wording 1.3 and Approved Wording 1.4;

(g) disclosed that there was only one insured under each of the 2019 Master Policy and TS-03087, being GCPL, which is and was a company domiciled in Australia;

(h) did not disclose that GCUK was a named insured;

(i) did not disclose that GBAG was a named insured;

(j) did not disclose that any overseas entity was a named insured under each of the 2019 Master Policy, 2019 Policy and TS-03087;

(k) did not disclose that any policies issued by BCC on behalf of the Insurer had an insured percentage of 100%;

(l) did not disclose that BCC had issued endorsements that had not been approved by CGU or IAL and/or were not in the form of the Approved Endorsements;

(m) prior to April 2021, did not disclose foreign exchange adjustments to

premium for the 2019 Master Policy or the 2019 Policy and thereby failed to disclose information that would indicate that the insured was not an Australian domiciled company;

(n) prior to April 2021, did not disclose the extent of the risks purportedly underwritten by BCC on behalf of IAL under the 2019 Master Policy or the 2019 Policy;

(o) did not, until 9 June 2021, disclose that BCC had purported to renew TS-03087 with such renewal to apply for the period 1 March 2019 to 29 February 2020 (the original policy period purportedly being 9 February 2018 to 1 March 2019) by which time the renewed policy period had passed;

(p) did not, until 9 June 2021, disclose that BCC had purported to extend the due date of TS-03087 as renewed from 29 February 2020 to 15 May 2020 and then to 15 June 2020 and then to 30 June 2020 by which time the policy expiry date (as purportedly extended) had passed; and

(q) did not, until 11 June 2021, disclose that BCC had received premium for TS-03087 as purportedly renewed and extended.

73 [NOT USED]

74 [NOT USED]

75 [NOT USED]

76 [NOT USED]

77 On or around 15 December 2017, BCC, purportedly as agent and corporate authorised representative of the Insurer, issued two separate contracts of insurance evidenced by a Comprehensive Trade Credit Insurance Policy TW-02924, with no unique market reference number, relating to Liberty OneSteel (MDR) UK Limited (**LOS Policy**).

Particulars

The LOS Policy was in writing and dated 15 December 2017 (CMS.007.001.1542).

78 [NOT USED]

78A On or around 20 April 2018, BCC, purportedly as agent and corporate authorised representative of the Insurer, issued Comprehensive Trade Credit Insurance Policy TS-03088 with unique market reference B0509FINCW1800019 (**2018 Policy TS-03088**).

Particulars

The 2018 Policy TS-03088 was in writing and dated 20 April 2018 (CSA.0001.0035.0804).

78B [NOT USED]

79 On or around 6 March 2019, BCC, purportedly as agent and corporate authorised representative of the Insurer, issued Comprehensive Trade Credit Insurance Policy TS-03088 with unique market reference B0509FINCW1900008 (**Policy TS-03088**).

80 [NOT USED]

81 It was outside the actual authority of BCC as the Insurer‘s agent to enter into each of the LOS Policy, the 2018 Policy TS-03088 and Policy TS-03088 on the Insurer’s behalf.

Particulars

Credit Suisse relies on paragraphs 28, 34, 45, 55, 79 and 80 of the Insurer’s defence filed in this proceeding on 31 July 2025.

The Affidavit of Bradley Forbes Robson sworn on 13 February 2026, [72], [75], [85], [92]-[93], [112], [119], [121], [126]-[128], [141], [163]-[166].

The Affidavit of Twain Abbott affirmed on 13 February 2026, [33]-[36], [47], [49]-[52], [57]-[70], [200], [243]-[270], [334]-[340], [344], [373]-[374].

82 It was outside the actual authority of Brereton as agent for the Insurer to enter into each of the LOS Policy, the 2018 Policy TS-03088 and Policy TS-03088 on the Insurer’s behalf.

Particulars

Credit Suisse relies on paragraphs 28, 34, 45, 55, 79 to 81 of the Insurer's defence filed in this proceeding on 31 July 2025.

The Affidavit of Bradley Forbes Robson sworn on 13 February 2026, [72], [75], [85], [92]-[93], [112], [119], [121], [126]-[128], [141], [163]-[166].

The Affidavit of Twain Abbott affirmed on 13 February 2026, [33]-[36], [47], [49]-[52], [57]-[70], [200], [243]-[270], [334]-[340], [344], [373]-[374].

83 It was outside the actual authority of Brereton as Head of Trade Credit at BCC to execute each of the LOS Policy, the 2018 Policy TS-03088 and Policy TS-03088 on behalf of BCC.

Particulars

Credit Suisse relies on paragraphs 28, 34, 45, 55, 79 to 81 of the Insurer's defence filed in this proceeding on 31 July 2025.

The Affidavit of Bradley Forbes Robson sworn on 13 February 2026, [72], [75], [85], [92]-[93], [112], [119], [121], [126]-[128], [141], [163]-[166].

The Affidavit of Twain Abbott affirmed on 13 February 2026, [33]-[36], [47], [49]-[52], [57]-[70], [200], [243]-[270], [334]-[340], [344], [373]-[374].

84 [NOT USED]

84A [NOT USED]

84B [NOT USED]

84C [NOT USED]

85 [NOT USED]

86 [NOT USED]

87 [NOT USED]

88 [NOT USED]

89 [NOT USED]

90 [NOT USED]

91 [NOT USED]

92 At all times between 1 August 2017 and 8 July 2020, BCC was a representative of the Insurer as that term is defined in s 910A of the Corporations Act.

93 At all times between 1 August 2017 and 8 July 2020, Brereton was a representative of the Insurer as that term is defined in s 910A of the Corporations Act.

94 At all times since at least 22 February 2019, the Insurer has held an Australian financial services licence issued under s 913B of the Corporations Act, permitting the Insurer to carry on in Australia the business of issuing and varying policies of general insurance.

94A At all times from 1 July 2019, BCC was the authorised representative of TMNF and a representative of TMNF as that term is defined in s 910A of the Corporations Act.

94B At all times since 1 July 2019, Brereton was a representative of TMNF as that term is defined in s 910A of the Corporations Act.

94C At all times since at least 1 July 2019, TMNF has held an Australian financial services licence issued under s 913B of the Corporations Act, permitting TMNF to carry out in Australia the business of issuing and varying policies of general insurance.

94D At all material times from 9 April 2019:

(a) TMMA has owned 100% of the shareholding in Bond and 0.01% of the shareholding in BCC; and

(b) Bond has owned 99.9% of the shareholding in BCC.

F FACILITIES

95 By various facilities (**Facilities**), GCUK agreed to provide finance to certain

entities (**Sellers**) subject to the Sellers' payment obligations.

Particulars

Details of the Sellers, the Facilities and the Sellers' payment obligations are pleaded in Annexures A to O to this Statement of Claim.

G NOTE PROGRAMMES

G.1 Hoffman

96 On 13 October 2017, Hoffman and Citibank N.A., London Branch (**Citibank**) entered into a Master Trust Deed, which was supplemented from time to time, including on 21 December 2017, 21 June 2018, 3 September 2018, 21 November 2018,12 April 2019, 6 August 2019, 19 December 2019, and 5 May 2020 (**Hoffman Master Trust Deed**).

97 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Hoffman Notes**) that were secured by Sellers' payment obligations under the Facilities.

Particulars

The Hoffman Master Trust Deed was in writing and dated 13 October 2017 (CSA.0001.0007.3275). It was supplemented by Supplemental Master Trust Deeds dated 21 December 2017 (CSA.0001.0008.2964), 21 June 2018 (CSA.0001.0006.8605), 3 September 2018 (CSA.0001.0008.3025), 21 November 2018 (GCU.0012.0003.7509), 12 April 2019 (CSA.0001.0006.8601), 6 August 2019 (CSA.0001.0006.6352), 19 December 2019 (CSA.0001.0007.2856 and CSA.0001.0006.6328) and 5 May 2020 (CSA.0001.0006.8609).

Hoffman is organised to have "compartments", each of which has a distinct legal capacity as a matter of Luxembourg law and the assets of which form a part of its distinct estate. Each series of notes issued by Hoffman were issued for a separate compartment.

Details of certain Hoffman Notes and their relevant compartments are pleaded in Annexures A, B, D to G, I to K, and M to O to this Statement of Claim.

98 On or around 21 December 2017, GCUK, Hoffman and Citibank entered into

Master Assignment Agreement (**MAA**) with terms to the effect that Hoffman could purchase and have assigned to it, various "Payment Obligations", including the payment obligations under the Facilities.

Particulars

MAA, including clauses 1.2, definition of "Payment Obligation", clause 2 "Offer and acceptance" and clause 3 "Assignment" (CSA.0001.0001.3208).

99 The benefit of the payment obligations under certain of the Facilities was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

Details of GCUK's offer, and Hoffman's acceptance of the benefit of the payment obligations, are pleaded and particularised in Annexures A, B, D to G, I to K, and M to O of this Statement of Claim.

100 Credit Suisse relies upon the whole of the MAA as if it is set out in this Statement of Claim.

101 Credit Suisse Virtuoso and Credit Suisse Nova acquired certain Hoffman Notes including those in Annexures A, B, D to G, I to K, and M to O to this Statement of Claim.

102 Thereafter, Greensill Bank acquired the Hoffman Notes detailed in Annexures A, B, D to G, I to K, and M to O to this Statement of Claim.

G.2 Lagoon Park

103 On or around 20 July 2015 (and from time to time thereafter), GCUK, Lagoon Park and Citibank executed a Supply Chain Finance Trust Deed (**Lagoon Park Supply Chain Finance Trust Deed**).

Particulars

The Lagoon Park Supply Chain Finance Trust Deed is in writing and is signed by and on behalf of GCUK, Citibank and Lagoon Park (CSA.0001.0006.7363).

104 Pursuant to the Lagoon Park Supply Chain Finance Trust Deed (with defined

terms having the meaning assigned in the Lagoon Park Supply Chain Finance Trust Deed):

(a) GCUK declared a bare trust over the Eligible Accounts Receivable in favour of Citibank; and

(b) Citibank declared a bare trust in favour of GCUK and Lagoon Park over the proceeds of such Eligible Accounts Receivable and over the balance from time to time standing to the credit of the trust account that Citibank maintained (**Lagoon Park Citi Trust**).

105 On 19 October 2015, Lagoon Park, TMF Luxembourg SA and Citibank entered into a Master Trust Deed, which was supplemented from time to time, including on 20 September 2016, 5 December 2016 and again on 26 November 2018 (**Lagoon Park Master Trust Deed**).

106 Pursuant to the Lagoon Park Master Trust Deed, Lagoon Park issued notes (**Lagoon Park Notes**) that were secured by Lagoon Park's beneficial interest in the trust property the subject of the Lagoon Park Citi Trust.

Particulars

Lagoon Park Master Trust Deed was in writing and dated 19 October 2015 (CSA.0001.0008.2619). It was supplemented by Supplemental Master Trust Deeds dated 20 September 2016 (CSA.0001.0001.3245), 5 December 2016 (CSA.0023.0002.9850) and 26 November 2018 (CSA.0001.0006.1218).

Lagoon Park is organised to have "compartments", each of which has a distinct legal capacity as a matter of Luxembourg law and the assets of which form a part of its distinct estate. Each series of Lagoon Park Notes were issued for a separate compartment.

107 Credit Suisse Virtuoso and Credit Suisse Nova acquired certain Lagoon Park Notes as detailed in Annexures H and L to this Statement of Claim.

108 Thereafter, Greensill Bank acquired the Lagoon Park Notes detailed in Annexures H and L to this Statement of Claim.

G.3 Wickham

109 On or around 22 June 2018, GCUK, Wickham and Citibank executed a Supply Chain Finance Trust Deed (**Wickham Supply Chain Finance Trust Deed**).

Particulars

The Wickham Supply Chain Finance Trust Deed was in writing and is signed by and on behalf of GCUK, Citibank and Wickham (CSA.0001.0033.0001).

110 Pursuant to the Wickham Supply Chain Finance Trust Deed (with defined terms having the meaning assigned in the Wickham Supply Chain Finance Trust Deed):

(a) GCUK declared a bare trust over the Eligible Accounts Receivable in favour of Citibank; and

(b) Citibank declared a bare trust in favour of GCUK and Wickham over the proceeds of such Eligible Accounts Receivable and over the balance from time to time standing to the credit of the trust account that Citibank maintained (**Wickham Citi Trust**).

111 On 26 April 2017, Wickham and Citibank entered into a Master Trust Deed, which was supplemented on 26 November 2018 (**Wickham Master Trust Deed**).

112 Pursuant to the Wickham Master Trust Deed, Wickham issued notes (**Wickham Notes**) that were secured by Wickham's beneficial interest in the trust property the subject of the Wickham Citi Trust.

Particulars

The Wickham Master Trust Deed was in writing and dated 26 April 2017 (CSA.0001.0001.3207). It was supplemented by Supplemental Master Trust Deed dated 26 November 2018 (CSA.0001.0006.4472).

Wickham is organised to have "compartments", each of which has a distinct legal capacity as a matter of Luxembourg law and the assets of which form a part of its distinct estate. Each series of Wickham Notes were issued for a separate compartment.

113 Credit Suisse Virtuoso and Credit Suisse Nova acquired certain Wickham Notes as detailed in Annexure C to this Statement of Claim.

114 Thereafter, Greensill Bank acquired the Wickham Notes detailed in Annexure C to this Statement of Claim.

H THE INSURANCE POLICIES

H.1 The 2018 Policy

115 On or around 15 June 2018, BCC and Brereton issued, purportedly as agent and corporate authorised representative of the Insurer, the Comprehensive Trade Credit Insurance Policy TB-03690 with unique market reference B0509FINCW1800045, with an initial Policy Period of 27 December 2017 to 27 December 2018 (**2018 Policy**).

116 By Endorsement 1 to the 2018 Policy dated 17 September 2018, the Policy Period for the 2018 Policy was extended to 1 March 2019.

H.2 The 2019 Policy

117 On or around 13 March 2019, BCC and Brereton issued, purportedly as agent and corporate authorised representative of the Insurer, Comprehensive Trade Credit Insurance Policy TB-03690 with unique market reference B0509FINCW1900009, with an initial Policy Period from 22 February 2019 to 1 March 2020 (**2019 Policy**), which was in materially the same terms as the 2018 Policy.

118 The 2019 Policy contained express written terms to the effect that the Insurer agreed to indemnify the Insured for the Insured Percentage of all Losses suffered as a result of an Insured Cause, being relevantly, losses suffered where an Eligible Customer failed to make payment of an Eligible Debt on or before the Backstop Date, with any such amount payable to the Insured, or the Loss Payee (whomever so acquired the Asset),

where:

(a) **Insured Percentage** meant, in respect of a Customer, the Insured Percentage as stated in the relevant Customer Endorsement;

(b) **Customer** meant a “Customer” endorsed to the 2019 Policy under a

Customer Endorsement, being a debtor in respect of a Debt and including any successor in title or at law to such debtor;

(c) **Eligible Customer** is undefined as a composite phrase;

(d) **Eligible** meant, in the context of a Customer and/or a Customer Group, a Customer and/or a Customer Group in relation to which all the warranties set out in the 2019 Policy (including compliance with the Eligibility Criteria) are satisfied at the time of the purchase by the Insured of the Asset derived from such Debt;

(e) **Customer Limit** meant, in respect of a Customer, the amount recorded in an Endorsement to the 2019 Policy, and which is the Insurer's maximum liability for the aggregate of all Losses insured under the 2019 Policy for the Customer;

(f) **Debt** meant as the context requires, a debt of the type described in the relevant Debt Endorsement;

(g) **Eligible Debt** meant, at any time, any Debt which satisfied the following criteria at the time of acquisition of the relevant Asset by the Insured:

(i) the obligor (being the Customer) of which (a) is not an Affiliate of any of the parties to the Transaction Documents (other than any Origination Documentation); (b) is not a government or a governmental subdivision or agency, other than a legal entity that does not benefit from immunity from being sued for non-payment of debt or breach of contract; (c) is a corporate entity and not an individual or sole trader or partnership; (d) is not Insolvent and (e) has a Customer Limit established in accordance with the terms of the 2019 Policy;

(ii) in relation to which the Due Date does not exceed the Maximum Tenor;

(iii) which is not outstanding after its Due Date;

(iv) which is denominated and payable only in an Approved Currency; and

(v) which satisfies any further criteria set out in the relevant Debt Endorsement relating to that Debt;

(h) **Loss** or **Losses** meant:

(i) in respect of a Direct Asset owned by the Insured, the amount equal to the difference between:

(A) the Expected Allocation of the Insured in respect of such Asset; and

(B) the amount actually paid by the Customer or on its behalf in respect of such Asset;

(ii) in respect of an Asset (which is neither a Direct Asset nor a Note) owned by the Insured, the amount equal to the difference between:

(A) the Expected Allocation of the Insured in respect of such asset; and

(B) the Insured's pro rata pari passu entitlement under the relevant Participant Trust in respect of any amounts actually paid by the Customer or on its behalf to the Trustee in respect of the Eligible Debt from which such Asset is derived; and

(iii) in respect of an Asset (which is a Note) owned by the Insured immediately prior to the payment of a Claim (which for the avoidance of doubt shall also include the Expected Allocation of the Insured in respect of each Asset acquired by the Insured from a Loss Payee after the occurrence of the Insured Cause but prior to payment of such Claim), the amount equal to the difference between:

(A) the Expected Allocation of the Insured in respect of such Asset; and

(B) the Insured's entitlement under the Master Trust Deed (including, but not limited to, the benefit of any Mortgaged Property as defined in the Master Trust Deed);

(i) **Expected Allocation** meant, where an Asset is (i) a Direct Asset, the Face Amount of the relevant Eligible Debt, or to the extent only part of the Eligible Debt comprises the Direct Asset, the amount due to the Insured in relation to such Eligible Debt, or (ii) neither a Direct Asset or a Note, in relation to any such Asset and the Insured, the expected distribution to the Insured of its entitlement to Trust Property consistent with the Asset acquired by it, as shown from time to time in a Trust Certificate, or (iii) where an Asset is a Note, in relation to any such Asset and the Insured, the Final Redemption Amount or aggregate of the 'Instalment Amounts' (as set out in the relevant 'Pricing Supplement' as defined in the Master Trust Deed) of the relevant Asset;

(j) **Face Amount** meant the amount of the Debt as shown in the File relating thereto inclusive of VAT;

(k) **File** meant the file and/or records held by the Servicer in the form from time to time specified in the Transaction Documents relating to each Debt;

(l) **Asset** meant either (i) a Direct Asset, or (ii) an indirect beneficial ownership interest in an Eligible Debt acquired by virtue of a participation in the Trust Property held subject to the relevant Participant Trust, or (iii) a Note relating to Eligible Debt(s) issued by the SPV in order to raise funds to allow the SPV to purchase a participation in the relevant Participant Trust, or Eligible Debts as the case may be;

(m) **Direct Asset** meant a direct ownership interest in an Eligible Debt;

(n) **Insured Cause** meant the failure of the Customer to make payment of an Eligible Debt on or before the Backstop Date for any reason; and

(o) **Backstop Date** meant the day falling forty-five (45) days after the earlier to occur of (i) the Due Date for payment of the Eligible Debt, and (ii) such other date as the Eligible Debt becomes due and payable under the relevant Origination Documentation.

Particulars

Policy Wording, cll 1.1, 3.1, Schedule 1, Schedule 7 (CSA.0001.0001.3171).

119 In this Statement of Claim, capitalised terms have the same meaning as in the 2019 Policy unless otherwise defined.

H.3 Debt Endorsements

120 Debt Endorsement 1 to the 2019 Policy dated 13 March 2019 and effective 22 February 2019 (**Debt Endorsement 1**) provided that each of the following was a "Debt" under the 2019 Policy:

(a) the benefit of an unconditional undertaking given by the Customer to GCUK (pursuant to the transfer or purported transfer of the relevant Supplier's entire right, title and interest in and to an account receivable payable by the Customer or an Affiliate to such Supplier) to pay or cause to be paid an amount equal to the amount of any receivables payable by the Customer, or by any Affiliate approved by GCUK under the Origination Documentation, to the Supplier in respect of goods and/or services provided by such Supplier to the Customer or such Affiliate, which are acceptable to GCUK pursuant to the relevant Origination Documentation, evidenced by payment details loaded onto the Platform by the Customer or by any Affiliate as agent for the Customer and which receivables have been transferred or have been purportedly transferred to GCUK (**Part A of Debt Endorsement 1**),

where:

(i) **Customer Agreement** meant the agreement between GCUK and the Customer under which the Customer has made an irrevocable and unconditional obligation to pay Eligible Debts to GCUK as a consequence of the acquisition by GCUK directly from a Supplier (or indirectly from a Supplier via an Affiliate of GCUK or a third party) of one or more accounts receivable relating to the supply of goods and/or services provided by such Supplier to the Customer or its Affiliate;

(ii) **Origination Documentation** meant all and any documentation relating to supply chain financing between GCUK or an Affiliate of GCUK or a third party and among others a Customer and a Relevant Supplier including (1) an agreement for the transfer of receivables by such Supplier to GCUK or an Affiliate of GCUK or a

third party and (2) the Customer Agreement; and

(iii) **Supplier** meant any person that has executed a receivables purchase agreement with GCUK (or an Affiliate of GCUK or a third party); or

(b) where the Supplier provides a re-invoicing/paying agency service to the Customer, the benefit of an unconditional undertaking given by the Customer to GCUK (pursuant to the transfer or purported transfer of the relevant Supplier's entire right, title and interest in and to an account receivable payable by the Customer or an Affiliate to such Supplier) to pay or to cause to be paid an amount equal to the amount of any receivables payable by the Customer, or by any Affiliate approved by GCUK under the Origination Documentation, to such Supplier in respect of goods and/or services provided by such Supplier (provided such goods and/or services relate to the financing of Original Supplier receivables payable by the Customer or an Affiliate to such Original Supplier in respect of goods and/or services provided by the Original Supplier to the Customer or such Affiliate) to the Customer or such Affiliate, which are acceptable to GCUK pursuant to the relevant Origination Documentation, evidenced by payment details loaded onto the Platform by the Customer or by any Affiliate as agent for the Customer and which receivables have been transferred or have been purportedly transferred to GCUK (**Part B of Debt Endorsement 1**),

where:

(i) **Supplier** meant Tower Trade Group Limited or its Affiliates, Bramid Limited or its Affiliates or Bramid Outsource Limited or its Affiliates, that has executed a receivables purchase agreement with GCUK; or

(c) where the underlying account receivable is settled, the benefit of an unconditional undertaking given by the Customer to or for the benefit of GCUK to pay or to cause to be paid an amount equal to the amount of any receivables which GCUK (or an Affiliate of GCUK or a third party) has settled or agreed to settle in respect of goods and/or services provided by such Supplier to the Customer or such Affiliate, the payment

details of which unconditional undertakings are either set out in the Customer Agreement or otherwise evidenced through written payment details provided by or written records held for or with respect to the Customer or any Affiliate and which receivables have been settled or agreed to be settled by GCUK (**Part C of Debt Endorsement 1**); or

(d) where the Customer is the supplier of goods and/or services to a Buyer and the Customer provides an irrevocable payment undertaking in relation to accounts receivable payable by such Buyer, the benefit of an unconditional undertaking given by the Customer to GCUK (pursuant to the transfer or purported transfer of the relevant Customer's entire right, title and interest in and to an account receivable payable by such Buyer to the Customer) to pay or cause to be paid an amount equal to the amount (or an amount thereof) of such account receivable payable by such Buyer, evidenced by payment details loaded onto the Platform by or on behalf of the Customer (**Part E of Debt Endorsement 1**).

121 Debt Endorsement 2 to the 2019 Policy dated 13 March 2019 and effective 22 February 2019 (**Debt Endorsement 2**) provided that each of the following was a "Debt" under the 2019 Policy:

(a) an accounts receivable (including the right to a future accounts receivable) which is (or is expected to be) payable by a Customer to a Supplier relating to the provision of goods and/or services by the Supplier to the Customer (**Part A of Debt Endorsement 2**); and

(b) an amount payable to GCUK by:

(i) a Customer under its obligation as Seller under a Receivables Purchase Agreement to repurchase or provide an indemnity payment or make a payment of collections with respect to accounts receivable sold by such Seller pursuant to such Receivables Purchase Agreement, where such obligation was triggered by one or more Repurchase Events; or

(ii) a Customer under a guarantee given by the Customer to or for the benefit of GCUK, guaranteeing the obligations referred to at subparagraph (i) above,

(**Part B of Debt Endorsement 2**).

122 Debt Endorsement 2(iii) to the 2019 Policy dated 29 January 2020 and effective 22 February 2019 (**Debt Endorsement 2(iii)**) provided that each of the following was a "Debt" under the 2019 Policy:

(a) an accounts receivable (including the right to a future accounts receivable) which is (or is expected to be) payable by a Customer to a Supplier relating to the provision of goods and/or services by the Supplier to the Customer (**Part A of Debt Endorsement 2(iii)**); and

(b) an amount payable to GCUK by:

(i) a Customer under its obligation as Seller (or, as the case may be, servicer) under a Receivables Purchase Agreement to repurchase or provide an indemnity payment or make a payment of collections with respect to accounts receivable sold pursuant to such Receivables Purchase Agreement, where in the case of a repurchase or indemnity obligation, it is triggered by one or more Repurchase Events; or

(ii) a Customer under a guarantee given by the Customer to or for the benefit of GCUK, guaranteeing the obligations referred to at subparagraph (i) above,

(**Part B of Debt Endorsement 2(iii)**).

123 Debt Endorsement 2(iv) to the 2019 Policy dated 16 April 2020 and effective 22 February 2019 (**Debt Endorsement 2(iv)**) provided that each of the following was a "Debt" under the 2019 Policy:

(a) an accounts receivable (including the right to a future accounts receivable) which is (or is expected to be) payable by a Customer to a Supplier relating to the provision of goods and/or services by the Supplier to the Customer (**Part A of Debt Endorsement 2(iv)**); and

(b) an amount payable by:

(i) a Customer under its obligation as Seller or Underlying Seller (or, as the case may be, servicer) under a Receivables Purchase

Agreement to repurchase or provide an indemnity payment or make a payment of collections with respect to accounts receivable sold pursuant to such Receivables Purchase Agreement, where in the case of a repurchase or indemnity obligation, it is triggered by one or more Repurchase Events; or

(ii) a Customer under a guarantee given by the Customer to or for the benefit of GCUK, guaranteeing the obligations referred to at subparagraph (i) above,

(**Part B of Debt Endorsement 2(iv)**), where:

(c) **Repurchase Event** was defined to mean any event as described in the relevant Receivables Purchase Agreement which obliged the relevant Seller or Underlying Seller as the case may be to repurchase or provide an indemnity payment with respect to accounts receivable sold by such Seller or Underlying Seller as the case may be, pursuant to the Receivables Purchase Agreement, including but not limited to where a Dispute or Dilution exists, arises or is created or asserted with respect to such accounts receivable.

123A On or around 6 March 2019, BCC executed Debt Endorsement 1 to Policy TS-03088 for and on behalf of BCC.

H.4 Loss Endorsement

124 By Endorsement 23 to the 2019 Policy dated 5 February 2020 and effective 22 February 2019, the definition of “Loss” or “Losses” part (III) in the 2019 Policy was amended to mean in respect of an Asset (which is a Note) owned by the Insured immediately prior to the payment of a Claim (which for the avoidance of doubt shall also include the Expected Allocation of the Insured in respect of each Asset acquired by the Insured from a Loss Payee after the occurrence of the Insured Cause but prior to payment of such Claim), the amount equal to the difference between:

(a) the Expected Allocation of the Insured in respect of such Asset; and

(b) the Insured’s entitlement under the Master Trust Deed in respect of any amounts actually paid by the Customer or on its behalf in respect of the Eligible Debt from which such Asset is derived.

H.5 Customer Endorsements

125 In respect of Simec Group Ltd (**Simec**):

(a) Customer Endorsement 2 dated 13 March 2019 and effective 1 March 2019 purported to endorse Simec as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 35 million, an Aggregate Customer Limit of USD 35 million and a Maximum Tenor of 180 days;

(b) Customer Endorsement 2(i) dated 24 April 2019 and effective 9 April 2019 purported to endorse Simec as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 45 million, an Aggregate Customer Limit of USD 45 million and a Maximum Tenor of 180 days; and

(c) Customer Endorsement 2(ii) dated 31 January 2020 and effective 30 January 2020 purported to endorse Simec as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 95 million, an Aggregate Customer Limit of USD 95 million and a Maximum Tenor of 180 days.

126 In respect of Bluestone Resources Inc (**Bluestone Resources**):

(a) Customer Endorsement 5 dated 13 March 2019 effective 1 March 2019 purported to endorse Bluestone Resources by reference to its capacity as guarantor (relating to the Sellers, Bluestone Coal Sales Corp (**Bluestone Coal**) and Blackstone Energy Ltd (**Blackstone**)) as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset indefinitely if the Maximum Limit of Liability is breached), an Aggregate Customer Limit of USD 5 million (to be reset indefinitely if the Aggregate Customer Limit is breached) and no Maximum Tenor;

(b) Customer Endorsements issued throughout the Policy Period purported to endorse an additional 20 entities as Customers under the 2019 Policy each with a Maximum Limit of Liability, a Customer Limit as at the date of the Endorsement and a Maximum Tenor as set out in the respective Customer Endorsement; and

Particulars

The 20 additional Customers were: AK Steel Corporation (Customer Endorsement 12) (CSA.0001.0006.3366); American Electric Power Company, Inc. (Customer Endorsement 21) (CSA.0001.0006.3365); ArcelorMittal SA (including its US subsidiary, ArcelorMittal USA LLC) (Customer Endorsement 9) (CSA.0001.0006.3369); Arch Coal, Inc. (Customer Endorsement 71(i)) (CSA.0001.0006.3385); Contura Energy, Inc. (Customer Endorsement 26(i)) (CSA.0001.0006.3368); DTE Energy Company (Customer Endorsement 29(iii)) (CSA.0001.0006.3370); Duke Energy Corporation (Customer Endorsement 24(ii)) (CSA.0001.0006.3380); FirstEnergy Corp (Customer Endorsement 76) (CSA.0001.0006.3373); Hyundai Steel Company (including its US subsidiary, Hyundai Steel America, Inc.) (Customer Endorsement 7) (CSA.0001.0006.3364); Mitsui & Co. (U.S.A.) Inc. (Customer Endorsement 28(ii)) (CSA.0001.0006.3375); Nippon Steel & Sumitomo Metal Corporation (including its US subsidiary, Nippon Steel & Sumitomo Metal U.S.A. Inc.) (Customer Endorsement 8) (CSA.0001.0006.3382); NRG Energy, Inc. (Customer Endorsement 79(i)) (CSA.0001.0006.3363); Posco America Corporation (Customer Endorsement 27(ii)) (CSA.0001.0006.3362); PPL Corporation (Customer Endorsement 80) (CSA.0001.0006.3372); SunCoke Energy, Inc (Customer Endorsement 10) (CSA.0001.0006.3377); Tennessee Valley Authority (Customer Endorsement 75) (CSA.0001.0006.3371); The Southern Company (Customer Endorsement 77) (CSA.0001.0006.3376); United States Steel Corporation (Customer Endorsement 11) (CSA.0001.0006.3367); Virginia Electric and Power Company (Customer Endorsement 23(ii)) (CSA.0001.0006.3383); and Xcel Energy Inc. (Customer Endorsement 78) (CSA.0001.0008.1693).

(c) Customer Endorsement 44 dated 13 March 2019 and effective 1 March 2019 purported to endorse Bluestone Resources, as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 40 million, an Aggregate Customer Limit of USD 40 million and a Maximum Tenor of 364 days from the date the Insured acquires the Debt.

127 In respect of Noviniti Poole Limited (**Noviniti Poole**):

(a) Customer Endorsement 16 dated 13 March 2019 and effective 1 March 2019 purported to endorse Noviniti Poole as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 5 million, an Aggregate Customer Limit of GBP 5 million and a Maximum Tenor of 360 days; and

(b) Customer Endorsement 16(i) dated 1 October 2019 and effective 27 September 2019 purported to endorse Noviniti Poole as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 6.5 million, an Aggregate Customer Limit of GBP 6.5 million and a Maximum Tenor of 360 days.

128 In respect of Liberty Commodities Limited (**LCL**):

(a) Customer Endorsement 19 dated 13 March 2019 and effective 1 March 2019 purported to endorse as Customers under the 2019 Policy with an Aggregate Customer Limit of USD 5 million (to be reset as required if the Customer Limit is breached) and no Maximum Tenor:

(i) Liberty FE Trade DMCC (**Liberty FE**);

(ii) Liberty Commodities Group Pte Ltd (**Liberty Commodities Group**); and

(iii) LCL;

(b) Customer Endorsement 19(i) dated 29 January 2020 and effective 1 March 2019 purported to endorse each of the following as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset, each time, at the same level if breached), an Aggregate Customer Limit of USD 5 million (to be reset, each time, at the same level if breached) and no Maximum Tenor:

(i) Liberty FE;

(ii) Liberty Commodities Group; and

(iii) LCL,

by reference to their capacity as guarantors, seller and servicer;

(c) Customer Endorsement 19(ii), dated 29 April 2020 and effective 1 March

2019 purported to endorse each of the following as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset, each time, at the same level if breached), an Aggregate Customer Limit of USD 5 million (to be reset, each time, at the same level if breached) and no Maximum Tenor:

(i) Liberty FE;

(ii) Liberty Commodities Group; and

(iii) LCL,

by reference to their capacity as Guarantors, Seller and Servicer under the Liberty Commodities RPA and the Group Guarantee (each as defined in Annexure F); and

(d) Customer Endorsements issued throughout the Policy Period purported to endorse an additional 24 entities as Customers under the 2019 Policy each with a Maximum Limit of Liability, an Aggregate Customer Limit and a Maximum Tenor as set out in the respective Customer Endorsement.

Particulars

The 24 additional Customers were: Acerinox SA (Customer Endorsement 94(ii)) (MMC_GCUK12_00002183); Aktien-Gesellschaft der Dillinger Huttenwerke (Customer Endorsement 83(i)) (MMC_GCUK12_00002200); Allegheny Technologies Incorporated (Customer Endorsement 74(i)) (CSA.0001.0006.6861); AMAG Austria Metall AG (Customer Endorsement 103) (MMC_GCUK12_00002174); ArcelorMittal Sourcing SCA (Customer Endorsement 68) (MMC_GCUK12_00001569); Baosteel Resources International Company Limited (Customer Endorsement 92(i)) (CSA.0001.0006.6899); BGH Edelstahl Freital GmbH (Customer Endorsement 61(ii)) (MMC_GCUK12_00002179); Cargill Incorporated (Customer Endorsement 45(iii)) (CSA.0001.0006.7029); JFE Steel Corporation (Customer Endorsement 99) (MMC_GCUK12_00001986); LG International Corp. (Customer Endorsement 135) (CSA.0001.0006.6380); Minmetals Cheerglory Limited (Customer Endorsement 89) (MMC_GCUK12_00001746); Mitsui Bussan Metals Co., Ltd. (Customer Endorsement 90(ii)) (CSA.0001.0006.7025); Nucor

Trading SA (Customer Endorsement 95(ii)) (CSA.0001.0006.7031); Outokumpu Oyj (Customer Endorsement 46(iii)) (CSA.0001.0006.7028); RPS Rohstoff-, Press- und Schneid-Betrieb Siegen GmbH (Customer Endorsement 63(ii)) (MMC_GCUK12_00002196); Salzgitter Flachstahl GmbH (Customer Endorsement 69(i)) (MMC_GCUK12_00001714); Sorin Corporation (Customer Endorsement 136) (CSA.0001.0006.6381); SSAB AB (Customer Endorsement 114) (CSA.0001.0006.6904); Sumitomo Corporation Europe Limited (Customer Endorsement 64(iv)) (CSA.0001.0006.6147); Tenaris S.A. (Customer Endorsement 112) (CSA.0001.0006.6902); Thyssenkrupp Materials Trading GmbH (Customer Endorsement 47(v)) (CSA.0001.0006.7027); Universal Stainless & Alloy Products, Inc (Customer Endorsement 81(i)) (MMC_GCUK12_00001740); Voestalpine Böhler Edelstahl GmbH (Customer Endorsement 60 (ii)) (MMC_GCUK12_00002181); and Wieland-Werke AG (Customer Endorsement 66(ii)) (CSA.0001.0006.6151).

129 In respect of Catfoss DBT Limited (**Catfoss DBT**), Customer Endorsement 34 dated 13 March 2019 and effective 1 March 2019 purported to endorse Catfoss DBT as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 15 million, an Aggregate Customer Limit of GBP 15 million and a Maximum Tenor of 365 days.

130 In respect of Liberty France Aluminium Holdco (**Liberty France**), Customer Endorsement 35 dated 13 March 2019 and effective 1 March 2019 purported to endorse Liberty France as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 75 million, an Aggregate Customer Limit of USD 75 million and a Maximum Tenor of 180 days from the date the Insured acquires the Debt.

131 In respect of Noviniti Colchester Limited (**Noviniti Colchester**):

(a) Customer Endorsement 48 dated 27 March 2019 and effective 22 March 2019 purported to endorse Noviniti Colchester as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 8.7 million, an Aggregate Customer Limit of GBP 8.7 million and a Maximum Tenor of 365 days; and

(b) Customer Endorsement 48(i) dated 1 October 2019 and effective 27 September 2019 purported to endorse Noviniti Colchester as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 10.2 million, an Aggregate Customer Limit of GBP 10.2 million and a Maximum Tenor of 365 days.

132 In respect of Liberty MDR Treasury Company UK Ltd (**Liberty TCUK**):

(a) Customer Endorsement 54 dated 4 April 2019 and effective 22 February 2019 purported to endorse each of the following as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor:

(i) Liberty TCUK;

(ii) Speciality Steel UK Limited (**SSUK**);

(iii) Liberty House Group Pte Ltd (**Liberty House**);

(iv) Liberty Aluminium Technologies Limited;

(v) Liberty Merchant Bar Plc;

(vi) Liberty Pressing Solutions (Coventry) Ltd;

(vii) Liberty Steel Dalzell Ltd;

(viii) Liberty Steel Distribution Limited (**LSD**);

(ix) Liberty Steel Newport Limited; and

(x) Liberty Pipes (Hartlepool) Limited,

by reference to their capacity as guarantors and seller;

(b) Customer Endorsement 54(i) dated 2 May 2019 and effective 22 February 2019 purported to endorse each of the following as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor:

(i) Liberty TCUK;

(ii) SSUK;

(iii) Liberty House;

(iv) Liberty Aluminium Technologies Limited;

(v) Liberty Merchant Bar Plc;

(vi) Liberty Pressing Solutions (Coventry) Ltd;

(vii) Liberty Steel Dalzell Ltd;

(viii) Liberty Steel Distribution Limited; and

(ix) Liberty Steel Newport Limited,

by reference to their capacity as guarantors and seller; and

(c) a later Customer Endorsement 54(i) dated 16 April 2020 and effective 22 February 2019 purported to endorse each of the following as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset, each time, at the same level if breached, up to the Maximum Limit of Liability) and no Maximum Tenor:

(i) Liberty TCUK;

(ii) Liberty House; and

(iii) each of the Underlying Sellers (as defined in Customer Endorsement 54(i)),

by reference to their capacity as Guarantors, Underlying Sellers and Seller under the Amended Cross-Guarantee, Amended Underlying Seller RPA and Amended Ultimate Buyer RPA (each as defined in Annexure I).

133 In respect of Liberty House, Customer Endorsement 122 dated 16 March 2020 and effective 11 March 2020 purported to endorse Liberty House as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 20 million, an Aggregate Customer Limit of USD 20 million and a Maximum Tenor

of 180 days.

134 In respect of Special Needs Group (**SNG**), Customer Endorsement 127 dated and effective 13 May 2020 purported to endorse SNG as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 18 million, an Aggregate Customer Limit of GBP 18 million and a Maximum Tenor of 365 days from the date the Insured acquires the Debt.

135 In respect of Bauer's Intelligent Transportation Inc (**Bauer's Intelligent Transportation**) and Kerry Ireland Investments Limited (**Kerry Ireland**), Customer Endorsement 138 dated 25 June 2020 and effective 12 June 2020, and attached excel sheet 'Deductible Portfolio Limits', purported to endorse Bauer's Intelligent Transportation (with an Account Debtor Sublimit of USD 11 million and Maximum Tenor of 364 days) and Kerry Ireland (with an Account Debtor Sublimit of USD 3 million and Maximum Tenor of 1,095 days) as Customers under the 2019 Policy.

136 In respect of Westford Limited (**Westford**), Customer Endorsement 139 dated 2 July 2020 and effective 22 June 2020 purported to endorse Westford as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 51 million, an Aggregate Customer Limit of USD 51 million and a Maximum Tenor of 180 days from the date the Insured acquires the Debt.

137 In respect of SSUK, an unnumbered endorsement titled "*Customer Endorsement No: - Guarantor/Seller Repurchase Obligation",* dated 10 June 2019 and effective 22 February 2019, purported to endorse Liberty House and SSUK as Customers under the 2019 Policy by reference to their joint and several liability for the repurchase/liability obligations of SSUK with a Maximum Limit of Liability of GBP 300 million, a Customer Limit of GBP 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor.

H.6 Loss Payee Endorsements

138 Endorsement 3 to the 2019 Policy dated around 13 March 2019 and effective 22 February 2019 provided that Credit Suisse Virtuoso was endorsed as a Loss Payee under the 2019 Policy (**Virtuoso Loss Payee Endorsement**).

139 It was an express term of the Virtuoso Loss Payee Endorsement that:

(a) Claim payments due under the 2019 Policy with respect to any Loss suffered by the Insured arising out of Assets acquired by the Insured from Credit Suisse Virtuoso prior to such Claim payment shall be paid to Credit Suisse Virtuoso to the extent that the Claim has been accepted by the Insurer with respect to such Assets, and up to a maximum of the amount specified as the maximum amount payable to Credit Suisse Virtuoso in respect of the relevant Customer as at the date on which Credit Suisse Virtuoso last acquired any Asset in respect of which such Loss was suffered; and

(b) any payment made by the Insurer to Credit Suisse Virtuoso constitutes a valid discharge of the Insurer's obligations to the Insured in respect of the Claim payment due under the 2019 Policy in respect of the relevant Customer.

140 Endorsement 6 to the 2019 Policy dated around 13 March 2019 and effective 22 February 2019 provided that Credit Suisse Nova was endorsed as a loss payee under the 2019 Policy (**Nova Loss Payee Endorsement**).

141 It was an express term of the Nova Loss Payee Endorsement that:

(a) Claim payments due under the 2019 Policy with respect to any Loss suffered by the Insured arising out of Assets acquired by the Insured from Credit Suisse Nova prior to such Claim payment shall be paid to Credit Suisse Nova to the extent that the Claim has been accepted by the Insurer with respect to such Assets, and up to a maximum of the amount specified as the maximum amount payable to Credit Suisse Nova in respect of the relevant Customer as at the date on which Credit Suisse Nova last acquired any Asset in respect of which such Loss was suffered; and

(b) any payment made by the Insurer to Credit Suisse Nova constitutes a valid discharge of the Insurer's obligations to the Insured in respect of the Claim payment due under the 2019 Policy in respect of the relevant Customer.

142 In the premises, including the matters pleaded at paragraphs 138 to 141 above, Credit Suisse Virtuoso and Credit Suisse Nova agreed to acquire the Hoffman Notes, Lagoon Park Notes and/or Wickham Notes as particularised in

Annexure P of this Statement of Claim (together, the **Notes**) and pay the sums required to acquire them in consideration for not only the rights under the Notes, but also on the basis that Credit Suisse Virtuoso and Credit Suisse Nova would each be endorsed as a Loss Payee under the 2019 Policy.

142A On or around 15 December 2017, Brereton executed Loss Payee Endorsement 2 to the LOS Policy for and on behalf of BCC.

142B On or around 20 April 2018, Brereton executed Loss Payee Endorsement 3 to 2018 Policy TS-03088 for and on behalf of BCC.

142C On or around 13 March 2019, Brereton executed Loss Payee Endorsement 5 to the 2019 Policy for and on behalf of BCC.

H.6A Loss Payee Limit Endorsements

142D On or around 1 June 2018, Brereton executed Loss Payee Limit Endorsement 5 to 2018 Policy TS-03088 for and on behalf of BCC.

142E On or around 6 March 2019, Brereton executed Loss Payee Limit Endorsement 8 to Policy TS-03088 for and on behalf of BCC.

142F On or around 13 March 2019, Brereton executed for and on behalf of BCC:

(a) Loss Payee Limit Endorsement 11 to the 2019 Policy; and

(b) Loss Payee Limit Endorsement 12 to the 2019 Policy.

H.7 Other Endorsements

143 An endorsement titled "*Endorsement (Liberty MDR) Version 2 Liberty MDR Treasury Company UK Ltd*" dated 16 April 2020 and effective 22 February 2019 (**Liberty TCUK Endorsement**) provided that for the purposes of the Debts acquired by GCUK from Liberty TCUK pursuant to the receivables purchase deed dated 20 June 2018 as amended and restated on or around the date the Liberty TCUK Endorsement was signed by the Insurer, between amongst others, the Insured and Liberty TCUK, where such Debts are linked to Assets acquired by the Insured, that the following terms applied to the cover provided by the Insurer to the Insured under the 2019 Policy in relation to such Debts:

(a) the definition of "**Note**" shall mean, 'a note constituted by the Master Trust Deed and issued pursuant to the 'Issue Documents' as defined in the Master Trust Deed, which is backed by Debts with a face value of at least the 'Final Redemption Amount' or the aggregate of each 'Instalment Amount' as set out in the relevant 'Pricing Supplement' (each as defined in the Master Trust Deed) of the note multiplied by 100/90';

(b) Customer Limits may be written in a Customer Endorsement or otherwise pursuant to (and in accordance with) the terms of the 2019 Master Policy, including being written at the discretion of GCUK, and any such discretionary limit written by GCUK under the 2019 Master Policy shall be available for the benefit of the Insured under the 2019 Policy, provided that no limit written under the 2019 Master Policy is cumulative with the same limit made available under the 2019 Policy, and no claim payment shall be made under the 2019 Master Policy without prior written consent of the Insured. GCUK is authorised to write a discretionary limit pursuant to the terms of the 2019 Master Policy of USD 1 million;

(c) to the extent not otherwise set out in a Customer Endorsement, the premium payable under the 2019 Policy shall be USD 1.00 receipt of which is acknowledged by the Insurer; and

(d) the Insured Percentage is 100%, provided that where the Insured holds any Part (A) Debts under Debt Endorsement 2(iv) as Direct Assets, the Insurer shall indemnify the Insured for any Losses in relation to each such Debt which exceed 10% of the Face Amount of such Debt.

144 An endorsement titled "*Endorsement (Liberty Commodities)"* dated 29 April 2020 and effective 22 February 2019 provided that for the purposes of Debts acquired by the Insured (or any Loss Payee) from GCUK which GCUK has acquired from LCL, or such other seller pursuant to the receivables purchase deed dated 29 October 2018, as amended and restated from time to time (**Liberty Commodities RPA**), made between amongst others, GCUK, LCL and such other sellers as may accede to the receivables purchase deed from time to time, that the following additional terms of the 2019 Policy applied to such Debts:

(a) part (i) of the definition of "**Expected Allocation**" shall read: '(i) a Direct Asset, the Net Invoice Amount of the Eligible Debt, or…';

(b) part (I) of the definition of "**Loss**" or "**Losses**" shall read: '(I) in respect of a Direct Asset owned by the Insured immediately prior to the payment of a Claim (which for the avoidance of doubt shall also include the Expected Allocation of the Insured in respect of each Direct Asset acquired by the Insured from a Loss Payee after the occurrence of the Insured Cause and any related Claim, but prior to payment of such Claim), the amount equal to the difference between: (a) the Expected Allocation of the Insured in respect of such Assets; and (b) the amount actually paid by the Customer or on its behalf in respect of such Asset';

(c) the definition of '**Note**' shall read, 'a note constituted by the Master Trust Deed and issued pursuant to the 'Issue Documents' as defined in the Master Trust Deed, which is backed by Debts with a face value of at least the 'Final Redemption Amount' or the aggregate of each 'Instalment Amount' as set out in the relevant 'Pricing Supplement' (each as defined in the Master Trust Deed) of the note multiplied by 100/90';

(d) subject to the terms of the 2019 Policy, for any Debts which are (i) held by the Insured as Direct Assets, the Insurer shall indemnify the Insured for any Losses in relation to each such Debt which exceed 10% of the Net Invoice Amount of such Debt, or (ii) held by the Insured in Note format, the Insurer shall indemnify the Insured for any Losses in relation to Debts linked to each such Note, up to the Insured's Expected Allocation in relation to each Note; and

(e) the term '**Net Invoice Amount**' has the meaning given to it in the Liberty Commodities RPA.

145 An endorsement titled "*Endorsement (SSUK)"* dated 10 June 2019 and effective 22 February 2019 (**SSUK Endorsement**) provided that for the purposes of Debts acquired by GCUK from SSUK pursuant to the receivables purchase agreement signed on or around 10 June 2019 and amended and restated from time to time, where such Debts were linked to Assets acquired by the Insured, the following additional terms of the 2019 Policy applied to such Debts:

(a) Customer Limits may be written in a Customer Endorsement or otherwise made available to view by the Insured on a platform that the Insurer uses for recording and showing insurance limits, and the Insured shall be able to rely on that limit information provided that no limit written under the 2019 Policy is cumulative with the same limit written under the 2019 Master Policy, and no claim payment shall be made under the 2019 Master Policy without the prior written consent of the Insured;

(b) to the extent not otherwise set out in a Customer Endorsement, the premium payable under the 2019 Policy shall be USD 1.00, receipt of which is acknowledged by the Insurer;

(c) the Maximum Tenor is 275 days from the date GCUK originates the Debt; and

(d) the Insured Percentage is 100%.

146 Endorsement 9 to the 2019 Policy dated 13 March 2019 and effective 22 February 2019 provided that:

(a) Greensill Bank as the Insured might make a Claim for any Loss under the 2019 Policy at any time after such Loss arises; and

(b) the Insurer will pay any Claim referred to at subparagraph (a) above in full up to the amount of the relevant Loss, within five Business Days of such Claim being made by Greensill Bank, without the need for any further requirement to be met.

147 Endorsement 18 dated 27 June 2019 provided that the Policy Period in respect of the 2019 Policy was extended to 1 March 2021.

147A On or around 15 May 2020, Brereton executed Endorsement 11 to Policy TS-03088 for and on behalf of BCC.

147B On or around 16 June 2020, Brereton executed Endorsement 12 to Policy TS-03088 for and on behalf of BCC.

I BCC AS AGENT OF THE INSURER

148 BCC and Brereton purported to execute:

(a) the 2018 Policy referred to at paragraph 115 above;

(b) the 2019 Policy referred to at paragraph 117 above;

(c) the Debt Endorsements referred to in section H.3 above;

(d) the Loss Endorsement referred to in section H.4 above;

(e) the Customer Endorsements referred to in section H.5 above;

(f) the Loss Payee Endorsements referred to in section H.6 above; and

(g) the other endorsements referred to in section H.7 above, on behalf of the Insurer.

Particulars

The 2018 Policy, 2019 Policy and the various endorsements were executed by Brereton purportedly for and on behalf of BCC as agent and authorised representative of the Insurer.

149 Further to paragraph 148 above, BCC and Brereton:

(a) in respect of the Bauer's Intelligent Transportation facility, sent the email referred to in section A.6 of Annexure A;

(b) in respect of the Catfoss DBT facility, sent the email referred to in section D.4 of Annexure D;

(c) in respect of the Kerry Ireland facility, sent the email referred to in section E.4 of Annexure E;

(d) in respect of the Liberty TCUK facility, sent the email referred to in section I.3 of Annexure I;

(e) in respect of the Noviniti Colchester facility, sent the emails referred to in section J.4 of Annexure J;

(f) in respect of the SNG facility, sent the email referred to in section M.4 of Annexure M;

(g) in respect of the SSUK facility, sent the emails referred to in section N.3 of Annexure N; and

(h) in respect of the Westford facility, sent the emails referred to in section O.5 of Annexure O,

purportedly on behalf of the Insurer.

150 The conduct of BCC and Brereton referred to at paragraphs 148 and 149 above was not within the actual authority of BCC and Brereton.

Particulars

Credit Suisse refers to section E above.

Credit Suisse relies on the matters pleaded by the Insurer at paragraphs 28, 34, 45, 55 and 115 to 150 of the Insurer's Defence filed in this proceeding on 31 July 2025.

The Affidavit of Bradley Forbes Robson sworn on 13 February 2026, [72], [75], [85], [92]-[93], [112], [119], [121], [126]-[128], [141], [163]-[166].

The Affidavit of Twain Abbott affirmed on 13 February 2026, [33]-[36], [47], [49]-[52], [57]-[70], [200], [243]-[270], [334]-[340], [344], [373]-[374].

151 [NOT USED]

152 [NOT USED]

J POWER OF ATTORNEY

153 On 31 January 2019, Greensill Bank appointed Credit Suisse Virtuoso as its attorney to do in Greensill Bank's name any act, matter or thing which Credit Suisse Virtuoso considers necessary or desirable for the protection, preservation or enjoyment of Credit Suisse Virtuoso's interest as Loss Payee under, amongst other policies, the 2019 Policy.

Particulars

The Power of Attorney was in writing and executed as a deed on 31 January 2019 (CSA.0001.0001.3187).

K PAYMENT FAILURES

154 Some or all of the Sellers referred to at paragraph 95 have failed to meet their

payment obligations under the Facilities (**Payment Failures**).

Particulars

Details of the Sellers' failures to meet their payment obligations under the Facilities are pleaded in Annexures A to O to this Statement of Claim.

155 [NOT USED]

L CLAIMS ON THE 2019 POLICY

156 Greensill Bank has submitted Claims to BCC as the corporate authorised representative of the Insurer, in respect of the Payment Failures.

Particulars

The details of the Claims made on the 2019 Policy are pleaded in Annexures A to O of this Statement of Claim.

157 [NOT USED]

M INSURER'S POSITION

158 The Insurer has taken the position that the 2019 Policy was not validly entered into.

Particulars

Defence filed by the Insurer on 13 December 2021 in proceeding NSD1039/2021 – *White Oak Commercial Finance Europe (Non-Levered) Limited v Insurance Australia Limited* at paragraph 38 (CSA.0001.0001.3629).

Amended Defence filed by the Insurer on 7 April 2022 in proceeding NSD106/2022 – *Credit Suisse Virtuoso SICAV-SIF - Credit Suisse (Lux) Supply Chain Finance Fund v Insurance Australia Limited* at paragraph 30 (CSA.0001.0008.0048).

Defence filed by the Insurer on 1 April 2022 in proceeding NSD110/2022 – *Credit Suisse Virtuoso SICAV-SIF - Credit Suisse (Lux) Supply Chain Finance Fund v Insurance Australia Limited* at paragraph 36 (CSA.0001.0008.0114).

Defence filed by the Insurer on 6 June 2022 in proceeding NSD1216/2021 – *Greensill Bank AG & Anor v Insurance Australia Limited* at paragraph 13 (CSA.0023.0002.5863).

Letter from Clyde & Co to CMS dated 1 March 2022 (CSA.0001.0008.2729).

Defence filed by the Insurer in this proceeding on 31 July 2025, and particularly paragraphs 28, 34, 45, 55 and 115 to 151.

159 [NOT USED]

160 [NOT USED]

161 [NOT USED]

N CLAIMS RELATING TO BCC AND BRERETON

162 [NOT USED]

163 [NOT USED]

N.1 Knowledge of BCC and Brereton

164 BCC and Brereton knew the terms of the LOS Policy, 2018 Policy TS-03088, Policy TS-03088, 2018 Policy and the 2019 Policy (**Policies**) from at least the date that Brereton executed each of those policies respectively.

Particulars

Brereton's knowledge of the Policies is to be inferred from the fact that he signed them.

165 At all material times, BCC and Brereton knew the Policies provided that any Loss under those policies may be paid, after agreement with the Insured, to a Loss Payee, if agreed by the Insurer and evidenced by an endorsement under the Policies.

Particulars

LOS Policy wording, clause 15.3(d) (CMS.007.001.1542).

Policy TS-03088 wording, clause 15.3(d) (CSA.0001.0001.3228).

2018 Policy wording, clauses 1.1, 15.3(d) (GBA.0004.0004.0301).

2018 Policy TS-03088 wording, clause 15.3(d) (CSA.0001.0035.0804).

2019 Policy wording, clauses 1.1, 15.3(d) (CSA.0001.0001.3171).

166 From time to time during the Policy Period, BCC and Brereton entered into and executed endorsements under the Policies (or purportedly under the Policies), including the Loss Payee Endorsements referred to in section H.6 above.

167 At all material times, BCC and Brereton each knew and understood that:

(a) some or all of the Assets the subject of the Policies would be acquired by one or more Loss Payees;

(ba) by executing the Policies and the endorsements to those Policies, BCC and Brereton represented that those documents were executed by BCC in its capacity as Corporate Authorised Representative of the Insurer and within the actual authority conferred upon it by the Insurer in that capacity;

(bb) to third parties (including, without limitation, prospective acquirers of such Assets), it would appear from each of the Policies that the Policies were:

(i) executed by Brereton for and on behalf of BCC as Corporate Authorised Representative of the Insurer;

(ii) executed with the actual authority of the Insurer; and

(iii) binding on the Insurer;

(bc) to third parties (including, without limitation, prospective acquirers of such Assets), it would appear from each of the endorsements to the Policies executed by Brereton that the endorsements and the relevant Policies were:

(i) executed by Brereton for and on behalf of BCC as Corporate Authorised Representative of the Insurer;

(ii) executed with the actual authority of the Insurer; and

(iii) binding on the Insurer;

(bd) to third parties (including, without limitation, prospective acquirers of such Assets), it would appear from each of the Policies and the endorsements to the Policies that the cover the subject of the Policies would, according to their terms, operate in specified circumstances to the benefit of persons endorsed as Loss Payees under the Policies;

(be) the acquirers or potential acquirers of such Assets included, or might include, Credit Suisse, Credit Suisse Virtuoso, Credit Suisse Nova and/or entities or funds associated with Credit Suisse;

(bf) the manner and capacity in which BCC and Brereton executed or purported to execute the Policies (and the endorsements thereto), would facilitate the insureds under the Policies representing to third parties (including, without limitation, prospective acquirers of Assets) that the Policies were binding on and enforceable against the Insurer;

(b) potential acquirers of Assets or Loss Payees would or would likely rely on the Policies, including the endorsements to those Policies, in purchasing or otherwise investing in Assets the subject of the Policies;

(ca) potential acquirers of Assets or Loss Payees would not, or would likely not, acquire Assets under the Policies if:

(i) Brereton and BCC did not have actual authority from the Insurer to execute the Policies (and endorsements thereto) on its behalf; or

(ii) there was a real question as to whether Brereton and BCC had actual authority from the Insurer to execute the Policies (and endorsements thereto) on its behalf; or

(iii) the Insurer was not, or may not, be bound by the Policies by reason of the circumstance that BCC and Brereton lacked, or may have lacked, actual authority to execute the Policies (and endorsements thereto);

and those potential acquirers or Loss Payees knew or suspected those matters;

(cb) if:

(i) Brereton and BCC did not have actual authority from the Insurer to execute the Policies (and endorsements thereto) on its behalf; and/or

(ii) there was a real question as to whether Brereton and BCC had actual authority from the Insurer to execute the Policies (and endorsements thereto) on its behalf; and/or

(iii) the Insurer was not bound by the Policies;

there was a likelihood that third parties (including potential acquirers of Assets or Loss Payees) would be misled or deceived by Brereton's actions in executing the Policies and endorsements thereto purportedly for BCC as Corporate Authorised Representative of the Insurer; and

(c) potential acquirers of Assets and Loss Payees would or would likely rely on the manner and capacity in which BCC and Brereton executed or purported to execute the Policies, including the endorsements thereto, in purchasing or otherwise investing in Assets the subject of the Policies.

Particulars

Brereton's knowledge is to be inferred from:

(i) Brereton's awareness of the Loss Payee Endorsements, which is to be inferred from the fact that he signed them;

(ii) the objective commercial purpose of the Loss Payee Endorsements is to provide Loss Payees with benefits under the Policies, which benefits are described in:

A. the email from Julian Macey-Dare (Marsh) to Brereton dated 27 September 2017 (CSA.0001.0002.1248);

B. the email from John Whelan to Brereton and others dated 13 December 2017 (CMS.007.001.0509); and

C. the email exchange between John Whelan and PwC dated 8 February 2018, and forwarded to Brereton on 19

February 2018 (CMS.007.001.1817);

(iii) the email exchange between Lex Greensill and Brereton and others on 26 February 2019 (MMC_GCUK08_00005094); and

(iv) the email from Brereton to Lex Greensill dated 9 April 2019 and Lex Greensill's response (MMC_GCUK08_00007575).

Brereton's knowledge is to be attributed to BCC.

Additional particulars may be provided following further discovery and evidence.

168 When BCC and Brereton entered into and executed the Policies, the Loss Payee Endorsements referred to section H.6 above, and the Loss Payee Limit Endorsements referred to in section H.6A above, they each knew and understood that:

(aa) at least some of those Policies, Loss Payee Endorsements and Loss Payee Limit Endorsements (or the representations therein) would, or would likely, be transmitted to Loss Payees, including Credit Suisse Virtuoso and Credit Suisse Nova or, alternatively, funds or entities associated with Credit Suisse;

(a) some or all of the Assets the subject of the Policies would be acquired by Credit Suisse Virtuoso and Credit Suisse Nova or, alternatively, funds or entities associated with Credit Suisse;

(b) Loss Payees, including Credit Suisse Virtuoso and Credit Suisse Nova or, alternatively, funds or entities associated with Credit Suisse, would or would likely rely on the existence and terms of the Policies, including any endorsements thereto, in purchasing or otherwise investing in Assets the subject of the Policies; and

(c) Credit Suisse Virtuoso and Credit Suisse Nova or, alternatively, funds or entities associated with Credit Suisse, would or would likely rely on the manner and capacity in which BCC and Brereton executed or purported to execute the Policies, including the endorsements thereto, in purchasing or otherwise investing in Assets which were intended to attach to the Policies.

Particulars

Credit Suisse repeats the particulars to paragraph 167 above.

168A BCC and Brereton knew of:

(a) the existence and terms of:

(i) the CGU AAR Agreement in force between 1 August 2017 and 9 April 2019 referred to in paragraph 28 above;

(ii) the BCC Authorisation Notice referred to in paragraph 30 above;

(iii) the CGU/Brereton Authorisation Agreement referred to in paragraph 34 of IAL's Defence;

(iv) the CGU/Brereton Authorisation Notice referred to in paragraph 34 of IAL's Defence;

(v) the Delegated Authority for Head of Business Unit of Trade Credit Effective 1st July 2017 (BCC.0001.0007.2654);

(vi) the Delegated Authority for Head of Business Unit of Trade Credit Effective 1st July 2018 (BCC.0001.0007.2655);

(vii) the Underwriting Manual Version 1.0 referred to in paragraph 28(h) of IAL's Defence;

(viii) the Approved Endorsements referred in paragraph 28(i) of IAL's Defence;

(ix) the Approved Wording 1.3 referred to in paragraph 28(j) of IAL's Defence;

(x) the Approved Wording 1.4 referred to in paragraph 28(k) of IAL's Defence;

(xi) the Underwriting Manual Version 2.0 referred to in paragraph 28(l) of IAL's Defence;

(xii) the IAL AAR Agreement in force between 9 April 2019 and 30 June 2019 and referred to in paragraph 55 above;

(xiii) the IAL/Brereton Authorisation Agreement and accompanying IAL/Brereton Authorisation Notice referred to in paragraphs 61 and 62 above;

(xiv) the email from Brereton to Andrew Ross and others dated 24 July 2019 (BCC.0001.0007.6213); and

(xv) the email dated 30 May 2020 from Brereton to Mark Callahan and others (BCC.0001.0003.5715),

(together, the **Authority Documents**) from around the time that each of those documents came into existence; and

(b) at the time of executing the Policies referred to in section H above (or the endorsements thereto) or the emails referred to in paragraph 149 above, that BCC and Brereton did not have actual authority as was necessary to make an agreement on the terms of those Policies, endorsements or emails.

Particulars

In addition to Brereton's admissions (particularised below), Brereton's knowledge is to be inferred from the terms of the Authority Documents insofar as they were in force at the time that any particular Policy or endorsement was executed and Brereton's position as Head of Trade Credit at BCC, as well as the following documents, evidence and circumstances:

(i) Email from Twain Abbott (CGU) to Brereton dated 10 February 2017 (IAL.500.007.1396);

(ii) Email from Scott Newland to Brereton and Toby Guy dated 1 June 2018 (and earlier email in that chain) (BCC.0001.0007.2227);

(iii) the draft Underwriting Manual Version 1.0 (BCC.0001.0007.1929), which records track changes from Brereton;

(iv) Email from Brereton to Scott Newland and Toby Guy dated 2 July 2019 and attachment (BCC.0001.0007.5992; BCC.0001.0007.5993);

(v) Affidavit of Twain Abbott affirmed on 13 February 2026 at [75], [245]; and

(vi) the circumstances that Brereton altered his authority limits in Tinubu to exceed the limits prescribed by the Authority Documents (BCC.0001.0003.0886; BCC.0001.0008.0599).

It is also to be inferred from Brereton's later admissions that he knowingly acted outside his authority in signing policies and endorsements relating to Greensill, and his actions in concealing the extent of that conduct, as recorded in the following documents:

(vii) Email from Mark Callahan to Toby Guy dated 2 July 2020 (TMA.0001.0008.1014);

(viii) Email from Toby Guy to Matt Barron and Mark Callahan dated 5 July 2020 (TMA.SUB.00000005_0001);

(ix) Email from Mark Callahan to Barry Cook and others dated 7 July 2020 (TMA.0001.0008.1111);

(x) Notes of meeting between Matt Barron, Toby Guy, Greg Brereton and Craig James on 6 July 2020 (including the admissions of Brereton recorded therein) (TMA.SUB.00000021_0001);

(xi) Final Status Report: Risk Management Incident dated 24 July 2020 (TMA.SUB.00000027_0001); and

(xii) Screenshot from CIS Database (as defined in paragraph 168B below) illustrating that Brereton modified the CIS Database to nominate himself, rather than Marsh, as the broker for the 2019 Master Policy and then cancelling that policy (BCC.0001.0016.0153).

Brereton's knowledge is to be attributed to BCC.

168B Brereton failed to record the existence and terms of all of the Policies and their endorsements on the Credit Insurance Suite Database (**CIS Database**) which BCC used to administer policies on behalf of IAL, and to report to IAL about those policies in bordereaux.

Particulars

Other than the LOS Policy, that Brereton did not upload the Policies or their endorsements to the CIS Database is to be inferred from the absence from BCC's discovery of CIS Database entries for those policies (equivalent to, for example, BCC.0001.0016.0614, which relates to the LOS Policy), and is also evidenced by the following documents:

(i) Notes of meeting between Matt Barron, Toby Guy, Brereton and Craig James on 6 July 2020 (including the admissions of Brereton recorded therein) (TMA.SUB.00000021_0001);

(ii) Email from Dilek Izciler to Murray Ironfield dated 3 July 2020 (BCC.0001.0005.2592);

(iii) Email from Toby Guy to Benjamin Le Forestier dated 5 July 2020 (TMA.0001.0007.0081); and

(iv) Email from Benjamin Le Forestier to Toby Guy dated 6 July 2020 (TMA.0001.0007.0127).

168C At least at the time that the Policies and their endorsements were executed, and the emails referred to in paragraph 149 above were sent, BCC and Brereton knew that:

(a) the existence and terms of all of the Policies and their endorsements were not known to the Insurer;

Particulars

Brereton's knowledge is to be inferred from:

(i) Brereton's position as Head of Trade Credit at BCC;

(ii) the fact that Brereton failed to record the existence and terms of the 2019 Policy and its endorsements on the CIS Database which BCC used to administer policies on behalf of IAL, and to report to IAL about those policies in bordereaux as pleaded above at paragraph 168B;

(iii) a screenshot from the CIS Database illustrating that Brereton modified the database to nominate himself, rather than Marsh, as

the broker for the 2019 Master Policy and then cancelled that policy (BCC.0001.0016.0153);

(iv) Emails exchanged between Toby Guy and Greg Brereton on or around 15 November 2018 in relation to the presentation "Trade Credit 2018/10 Underwriting Results" (BCC.0001.0003.1851; BCC.0001.0003.1852; BCC.0001.0003.1853; BCC.0001.0003.1854), and the email from Toby Guy to Brad Robson (IAG), Phyong Ly (CGU) and Twain Abbott (CGU), copying Brereton, on 16 November 2018 attaching the final version of that presentation (IAL.500.005.0077; IAL.500.005.0078), which recorded incorrect exposures for Vodafone Pty Limited (see GCU.0009.0004.5514 and BCC.0001.0003.1586) and Shop Direct Limited (BCC.0001.0002.1753) and failed to record in the top 20 buyers: Bluestone Resources with a customer limit of USD 40m (MAR.0003.0001.3917); Atlantic 57 with a customer limit of USD 40m and Aluminium Dunkerque SAS with a customer limit of USD 60m (BCC.0001.0001.1061), and U Mobile Sdn Bhd with a customer limit of USD 50m (BCC.0001.0001.0929);

(v) Email from Brereton to Toby Guy on 3 December 2018, in response to an inquiry from IAG, incorrectly stating that IAG's total commitment to the "GFG Group" was $42 million (BCC.0001.0003.2125) when in fact IAG's purported exposure to the GFG Group was much more extensive (BCC.0001.0003.1218; BCC.0001.0007.3347; BCC.0001.0001.1239); and

(vi) Email from Brereton to Twain Abbott (CGU) on or around 12 December 2018, stating that Brereton was "aware that we probably cannot carry past $50 million" (BCC.0001.0004.1676), when IAG's purported exposure at that stage already far exceeded $50 million (see the particulars at (v) above).

Brereton's knowledge is to be attributed to BCC.

(b) in the premises of paragraphs 167, 168, 168A and 168C(a) above, Brereton's actions in executing the Policies and the endorsements thereto, and sending the emails referred to in paragraph 149, were likely

to:

(i) mislead third parties (including, without limitation, prospective acquirers of Assets and Loss Payees) that BCC and Brereton had actual authority to bind the Insurer to the Policies (and the endorsements thereto) when that was not the case; and

(ii) cause or facilitate Assets being promoted to possible acquirers for sale or investment on a false basis, being that the Assets were supported by cover under Policies executed with the actual authority of the Insurer; and

(c) further, or in the alternative, in the premises of paragraphs 168A and 168C(a) above:

(i) if a claim was made by the Insured or a Loss Payee under the Policies and their endorsements, it was likely the Insurer would decline to indemnify on the ground that the Policies were not binding or enforceable against it; and

(ii) if the Insurer declined to indemnify the Insured or a Loss Payee on the ground that the 2019 Policy and its Endorsements were invalid and unenforceable, the Loss Payee(s) would suffer a loss.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraph 168 above and its particulars.

N.2 BCC/Brereton Conduct

169 BCC and Brereton executed, or sent (as the case may be):

(aa) the LOS Policy referred to at paragraph 77 above;

(ab) 2018 Policy TS-03088 referred to at paragraph 78A above;

(ac) Policy TS-03088 referred to at paragraph 79 above;

(a) the 2018 Policy referred to at paragraph 115 above;

(b) Endorsement 1 to the 2018 Policy referred to at paragraph 116 above;

(c) the 2019 Policy referred to at paragraph 117 above;

(d) the Debt Endorsements referred to in section H.3 above;

(e) the Loss Endorsement referred to in section H.4 above;

(f) the Customer Endorsements referred to in section H.5 above;

(g) the Loss Payee Endorsements referred to in section H.6 above;

(ha) the Loss Payee Limit Endorsements referred to in section H.6A above;

(h) the other endorsements referred to in section H.7 above; and

(i) the emails referred to at paragraph 149 above,

on or around the dates that those documents bear (**BCC/Brereton Conduct**).

170 [NOT USED]

171 [NOT USED]

172 [NOT USED]

173 [NOT USED]

174 [NOT USED]

175 [NOT USED]

176 [NOT USED]

177 [NOT USED]

N.3 Misleading or deceptive conduct

178 By engaging in the BCC/Brereton Conduct, BCC represented:

(aa) to each of Credit Suisse Virtuoso and Credit Suisse Nova; and, or alternatively,

(ab) to a class of persons that included, at least, the Insureds, potential acquirers of Assets, Loss Payees and Marsh;

that:

(a) BCC was the agent of the Insurer;

(b) BCC was the corporate authorised representative of the Insurer;

(c) BCC had actual authority to make an agreement in the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as agent (**BCC Actual Authority Representations**); and

Particulars

The BCC Actual Authority Representations included, for the avoidance of doubt, that BCC was acting within the terms of its agency, and within its authority limits from the Insurer, by making an agreement on the terms of each of the documents.

(d) each of the documents referred to at paragraph 169 above was to BCC's knowledge binding upon the Insurer (**BCC Binding on Insurer Representation**),

(together, **BCC's Representations**).

Particulars

BCC's Representations were express or implied by:

(i) BCC's execution (via signature and stamp) of the Policies including the endorsements referred to at paragraph 169 above;

(ii) express statements in the execution block of the Policies and the documents referred to at subparagraphs 169(b) and (d) to (h) above that the document was signed *"for and on behalf of [BCC] Corporate Authorised Representative of Insurance Australia Ltd"*;

(iii) express statements in the policy wording for the 2018 Policy and the 2019 Policy that BCC was the *"Corporate Authorised Representative of Insurance Australia Ltd"*: pages 1, 2, 16 and 44;

(iv) express statements in the policy wording for the LOS Policy and Policy TS-03088 that BCC was the *"Corporate Authorised Representative of Insurance Australia Ltd"*: pages 1, 18, and 44;

(v) clause 14.1 of the policy wording of the Policies; and

(vi) the documents described at paragraph 169(a) to (h) above were expressly issued by BCC as *"Corporate Authorised Representative of Insurance Australia Ltd"*.

179 At all material times, BCC failed to disclose to Credit Suisse Virtuoso and Credit Suisse Nova, Credit Suisse Asset Management AG (Zurich), or to the Insured that BCC did not have actual authority to make the agreement on the terms of each of the documents referred to at paragraph 169 above (**BCC's Omissions**).

180 By engaging in the BCC/Brereton Conduct, Brereton represented:

(aa) to each of Credit Suisse Virtuoso and Credit Suisse Nova; and, or alternatively,

(ab) to a class of persons that included, at least, the Insureds, potential acquirers of Assets, Loss Payees and Marsh;

that:

(a) BCC was the agent of the Insurer;

(b) BCC was the corporate authorised representative of the Insurer;

(c) BCC had actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as agent (**Brereton's BCC Actual Authority Representations**);

Particulars

Brereton's BCC Actual Authority Representations included, for the avoidance of doubt, that BCC was acting within the terms of its agency, and within its authority limits from the Insurer, by making an agreement on the terms of each of the documents.

(d) Brereton had actual authority to execute and send (as the case may be) each of the documents referred to at paragraph 169 above on behalf of BCC (**Brereton Actual Authority Representations**); and

(e) each of the documents referred to at paragraph 169 above was, to

Brereton's knowledge, binding upon the Insurer (**Brereton Binding on Insurer Representations**),

(together, **Brereton's Representations**).

Particulars

Brereton's Representations were express and implied by:

(i) Brereton's conduct in signing and stamping the 2019 Policy and endorsements referred to at paragraph 169 above;

(ii) the particulars to paragraph 178 above are repeated; and

(iii) Brereton's conduct in causing the documents referred to at paragraph 169 above to be sent to GCUK (as the 'Servicer' under the 2019 Policy) and/or to Marsh.

181 At all material times, Brereton failed to disclose to Credit Suisse Virtuoso, Credit Suisse Nova, Credit Suisse Asset Management AG (Zurich), or to the Insured that:

(a) BCC did not have actual authority to make the agreement on the terms of each of the documents referred to at paragraph 169 above; and

(b) Brereton did not have actual authority to execute and send (as the case may be) each of the documents referred to at paragraph 169 above,

(together, **Brereton's Omissions**).

182 BCC's Representations and Brereton's Representations were:

(a) continuing representations; and

(b) not withdrawn or corrected at any material time.

183 The conduct of BCC pleaded at paragraphs 178 and 179 above and the conduct of Brereton pleaded at paragraphs 180 and 181 above was conduct:

(a) in relation to a financial service within the meaning of s 1041H of the Corporations Act;

(b) in trade or commerce within the meaning of s 18 of the Australian

Consumer Law; and/or

(c) in trade or commerce and in relation to financial services within the meaning of s 12DA of the ASIC Act.

184 Given BCC did not have actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the conduct of BCC pleaded at paragraphs 178 and 179 above was misleading or deceptive or likely to mislead or deceive; and

(b) by engaging in the conduct pleaded at paragraphs 178 and 179 above, BCC contravened s 1041H of the Corporations Act, s 18 of the Australian Consumer Law and/or s 12DA of the ASIC Act.

185 Given:

(a) BCC did not have actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent; and/or

(b) Brereton did not have actual authority to execute or send (as the case may be) each of the documents referred to at paragraph 169 above on behalf of BCC,

then:

(c) Brereton's conduct pleaded at paragraph 180 and 181 above was misleading or deceptive or likely to mislead or deceive; and

(d) by engaging in the conduct pleaded at paragraph 180 and 181 above, Brereton contravened s 1041H of the Corporations Act, s 18 of the Australian Consumer Law and/or s 12DA of the ASIC Act.

186 But for:

(a) BCC's Representations and BCC's Omissions; and/or

(b) Brereton's Representations and Brereton's Omissions,

Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the

Notes.

187 In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of BCC and Brereton pleaded at paragraphs 184 and 185 above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus any costs incurred to recover amounts owed in respect of the relevant Payment Failures (**Recovery Costs**), less any amount received by Credit Suisse Virtuoso in respect of those Notes.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs, less any amount received by Credit Suisse Nova in respect of those Notes.

188 The conduct of BCC and Brereton pleaded at paragraphs 178 to 185 was conduct:

(a) that related to the provision of a financial service;

(b) on which a Loss Payee (including Credit Suisse Virtuoso and Credit Suisse Nova) could reasonably be expected to rely;

(c) on which Credit Suisse Virtuoso and Credit Suisse Nova did in fact rely in good faith when entering into the Loss Payee Endorsements and when acquiring the Notes;

(d) for which the Insurer is responsible, as between the Insurer and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton acted within the scope of their authority; and

(e) further and alternatively to sub-paragraph (d) above, to the extent the conduct pleaded at paragraphs 178 to 185 occurred on or after 1 July 2019, it was conduct for which TMNF is responsible, or partly responsible, as between TMNF and Credit Suisse Virtuoso/Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or

alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton acted within the scope of their authority.

Particulars

Credit Suisse refers to paragraphs 60, 65, 66 to 69, and 94A to 94D above.

With few exceptions, Brereton Representations and BCC Representations made after 1 July 2019 were made under cover of emails from Brereton which described BCC as "A member of the Tokio Marine Group".

189 By reason of the matters pleaded at paragraphs 178 to 186 and 188 above, the Insurer, further and alternatively TMNF, is liable for the loss suffered by Credit Suisse Virtuoso and Credit Suisse Nova pleaded at paragraph 187 above.

Particulars

The Insurer and/or TMNF is liable for the conduct of Brereton and BCC for the reasons pleaded in paragraph 188 above.

The conduct and knowledge of Brereton prior to around 8 July 2020 is to be attributed to BCC in circumstances where: (i) Brereton was employed by BCC; and (ii) Brereton was responsible for dealing with the Greensill Group, Marsh and Credit Suisse regarding the 2018 Policy, the 2019 Policy and the endorsements thereto on behalf of BCC.

N.4 Section 1041E Claim

190 Given BCC did not have actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the BCC Actual Authority Representations were false in a material particular or materially misleading;

(ba) the BCC Actual Authority Representations were likely to induce persons in Australia to apply for financial products, or alternatively, to acquire financial products;

(b) at the time that the BCC Actual Authority Representations were made,

BCC knew or ought reasonably to have been aware of the scope and limits of its actual authority (if any) to make an agreement on behalf of the Insurer as its agent;

(c) BCC knew or ought reasonably to have known that the BCC Actual Authority Representations were false in a material particular or materially misleading at the time they were made, or alternatively did not care whether the BCC Actual Authority Representations were true or false at the time they were made; and

(d) by making the BCC Actual Authority Representations, and by failing to correct those representations at any material time, BCC engaged in conduct which contravened s 1041E of the Corporations Act.

Particulars

As to BCC's knowledge, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above, and the particulars thereto.

191 Given:

(a) BCC did not have actual authority to make an agreement in the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent; and/or

(b) Brereton did not have actual authority to execute or send (as the case may be) each of the documents referred to at paragraph 169 above on behalf of BCC,

then:

(c) Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were false in a material particular or materially misleading;

(da) Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were likely to induce persons in Australia to apply for financial products, or alternatively, to acquire financial products;

(d) at the time Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were made, Brereton knew or ought reasonably to have been aware of the scope and limits of:

(i) BCC's actual authority (if any) to make an agreement on behalf of the Insurer as its agent; and

(ii) Brereton's actual authority (if any) to execute documents on behalf of BCC;

(e) Brereton knew or ought reasonably to have known that Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were false in a material particular or materially misleading at the time they were made, or alternatively did not care whether Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were true or false at the time they were made; and

(f) by making Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations, and by failing to correct those representations at any material time, Brereton engaged in conduct which contravened s 1041E of the Corporations Act.

Particulars

As to Brereton's knowledge, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above, and the particulars thereto.

192A Given that to BCC's knowledge, BCC did not have authority (actual or otherwise) to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the BCC Binding on Insurer Representations were false in a material particular or materially misleading;

(ba) the BCC Binding on Insurer Representations were likely to induce persons in Australia to apply for financial products, or alternatively, to acquire financial products;

(b) at the time that the BCC Binding on Insurer Representations were made:

(i) BCC knew or ought reasonably to have been aware of the scope and limits of its actual authority (if any) to make an agreement on behalf of the Insurer as its agent;

(ii) BCC could not and did not know whether the conduct of the Insurer would ultimately give rise to an estoppel that would prevent the Insurer from relying on the absence of actual authority to decline to indemnify under the Policies;

(c) BCC knew or ought reasonably to have known that the BCC Binding on Insurer Representations were false in a material particular or materially misleading at the time they were made, or alternatively did not care whether the BCC Binding on Insurer Representations were true or false at the time they were made; and

(d) by making the BCC Binding on Insurer Representations, and by failing to correct those representations at any material time, BCC engaged in conduct which contravened s 1041E of the Corporations Act.

Particulars

As to BCC's knowledge, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above, and the particulars thereto.

192B Given that to Brereton's knowledge:

(a) BCC did not have authority (actual or otherwise) to make an agreement in the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent; and/or

(b) Brereton did not have authority (actual or otherwise) to execute or send (as the case may be) each of the documents referred to at paragraph 169 above on behalf of BCC,

then:

(c) the Brereton Binding on Insurer Representations were false in a material particular or materially misleading;

(da) the Brereton Binding on Insurer Representations were likely to induce

persons in Australia to apply for financial products, or alternatively, to acquire financial products;

(d) at the time the Brereton Binding on Insurer Representations were made, Brereton knew or ought reasonably to have been aware of the scope and limits of:

(i) BCC's actual authority (if any) to make an agreement on behalf of the Insurer as its agent; and

(ii) Brereton's actual authority (if any) to execute documents on behalf of BCC;

(e) Brereton knew or ought reasonably to have known that the Brereton Binding on Insurer Representations were false in a material particular or materially misleading at the time they were made, or alternatively did not care whether the Brereton Binding on Insurer Representations were true or false at the time they were made; and

(f) by making the Brereton Binding on Insurer Representations, and by failing to correct those representations at any material time, Brereton engaged in conduct which contravened s 1041E of the Corporations Act.

Particulars

As to Brereton's knowledge, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above, and the particulars thereto.

As to Brereton's knowledge of the absence of any ostensible authority, at the time that each of the Policies and endorsements were executed, and the emails referred to at paragraph 149 sent, Brereton could not have known, and did not know, whether the conduct of the Insurer would ultimately give rise to an estoppel that would prevent the Insurer from relying on the absence of actual authority to decline to indemnify under the Policies. It is to be inferred from that fact that, at least, Mr Brereton did not care about the existence of any ostensible authority.

192 But for:

(a) the BCC Actual Authority Representations;

(b) the BCC Binding on Insurer Representations;

(c) Brereton's BCC Actual Authority Representations;

(d) the Brereton Actual Authority Representations; and/or

(e) the Brereton Binding on Insurer Representations,

Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

193 In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of BCC and Brereton pleaded at paragraphs 190 to 192B above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes.

194 The conduct of BCC and Brereton pleaded at paragraphs 178, 180 and 190 to 192B was conduct:

(a) that related to the provision of a financial service;

(b) on which a Loss Payee (including Credit Suisse Virtuoso and Credit Suisse Nova) could reasonably be expected to rely;

(c) on which Credit Suisse Virtuoso and Credit Suisse Nova did in fact rely in good faith when entering into the Loss Payee Endorsements and when acquiring the Notes;

(d) for which the Insurer is responsible, as between the Insurer and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations

Act), whether or not BCC and/or Brereton acted within the scope of their authority; and

(e) further and alternatively to sub-paragraph (d) above, to the extent the conduct pleaded at paragraphs 178 to 185 and 190 to 192B occurred on or after 1 July 2019, it was conduct for which TMNF is responsible, or partly responsible, as between TMNF and Credit Suisse Virtuoso/Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton acted within the scope of their authority.

Particulars

Credit Suisse refers to paragraphs 60, 65, 66 to 69, and 94A to 94D above.

With few exceptions, Brereton Representations and BCC Representations made after 1 July 2019 were made under cover of emails from Brereton which described BCC as "A member of the Tokio Marine Group".

195 By reason of the matters pleaded at paragraphs 190 to 192 and 194 above, the Insurer, further and alternatively TMNF, is liable for the loss suffered by Credit Suisse Virtuoso and Credit Suisse Nova pleaded at paragraph 193 above.

N.5 Deceit

0195AA Given BCC did not have actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the BCC Actual Authority Representations were false;

(b) at the time that the BCC Actual Authority Representations were made, BCC knew of, or was recklessly indifferent as to, the scope and limits of its actual authority to make an agreement on behalf of the Insurer as agent;

(c) at the time that the BCC Actual Authority Representations were made, BCC knew that the BCC Actual Authority Representations were false, or was recklessly indifferent as to whether or not they were true; and

(d) at the time that the BCC Actual Authority Representations were made, BCC intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under the Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on the BCC Actual Authority Representations when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AB Given:

(a) BCC did not have actual authority to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent; and/or

(b) Brereton did not have actual authority to execute or send (as the case may be) each of the documents referred to at paragraph 169 above on behalf of BCC,

then:

(c) Brereton's BCC Actual Authority Representations and/or the Brereton Actual Authority Representations were false;

(d) at the time that Brereton's BCC Actual Authority Representations and the Brereton Actual Authority Representations were made, Brereton knew of, or was recklessly indifferent as to, the scope and limits of:

(i) BCC's authority to make an agreement on behalf of the Insurer as agent; and

(ii) Brereton's authority to execute documents on behalf of BCC;

(e) at the time that Brereton's BCC Actual Authority Representations were made, Brereton knew that those representations were false, or was recklessly indifferent as to whether or not they were true;

(f) at the time that the Brereton Actual Authority Representations were made, Brereton knew that those representations were false, or was

recklessly indifferent as to whether or not they were true; and

(g) at the time Brereton's BCC Actual Authority Representations and the Brereton Actual Authority Representations were made, Brereton intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on those representations when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AC Given that to BCC's knowledge, it did not have authority (actual or otherwise) to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the BCC Binding on Insurer Representations were false;

(b) at the time that the BCC Binding on Insurer Representations were made, BCC knew those representations were false, or was recklessly indifferent as to whether or not they were true; and

Particulars

As to Brereton's and BCC's knowledge of the absence of any actual authority, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

As to Brereton's knowledge of the absence of any ostensible authority, at the time that each of the Policies and endorsements were executed, and the emails referred to at paragraph 149 sent, Brereton could not have known, and did not know, whether the conduct of the Insurer would ultimately give rise to an estoppel that would prevent the Insurer from relying on the absence of actual authority to decline to indemnify under the Policies. It is to be inferred from that fact that he was, at least, recklessly indifferent to the existence of any ostensible authority.

Brereton's knowledge, or lack thereof, is to be attributed to BCC.

(c) at the time that the BCC Binding on Insurer Representations were made, BCC intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under the Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on the BCC Binding on Insurer Representations when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AD Given that to Brereton's knowledge, BCC did not have authority (actual or otherwise) to make an agreement on the terms of each of the documents referred to at paragraph 169 above on behalf of the Insurer as its agent, then:

(a) the Brereton Binding on Insurer Representations were false;

(b) at the time that the Brereton Binding on Insurer Representations were made, Brereton knew those representations were false, or was recklessly indifferent as to whether or not they were true; and

Particulars

As to Brereton's knowledge of the absence of any actual authority, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

As to Brereton's knowledge of the absence of any ostensible authority, Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat the particulars to 0195AC(b) above.

(c) at the time that the Brereton Binding on Insurer Representations were made, BCC intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under the Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on the BCC Binding on Insurer Representations when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AE Given that to the knowledge of BCC, each of the documents referred to at paragraph 169 above was not binding on the Insurer from the dates they were executed or sent (as the case may be) by Brereton, then:

(a) the BCC Binding on Insurer Representations were false;

(b) at the time that the BCC Binding on Insurer Representations were made, BCC knew those representations were false, or was recklessly indifferent as to whether or not they were true; and

Particulars

Brereton knew that the BCC Binding on Insurer Representations were false because:

(a) he knew of the absence of the necessary actual authority. Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto;

(b) he had no knowledge of any adequate ostensible authority. Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat the particulars to 0195AC(b) above.

Brereton's knowledge is to be attributed to BCC.

(c) at the time that the BCC Binding on Insurer Representations were made, BCC intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under the Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on the BCC Binding on Insurer Representations when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AF Given that to the knowledge of Brereton, each of the documents referred to at paragraph 169 above was not binding on the Insurer from the dates they were executed or sent (as the case may be) by Brereton, then:

(a) the Brereton Binding on Insurer Representations were false;

(b) at the time that the Brereton Binding on Insurer Representations were made, Brereton knew those representations were false, or was recklessly indifferent as to whether or not they were true; and

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat the particulars to paragraph 0195AE above.

(c) at the time that the Brereton Binding on Insurer Representations were made, Brereton intended that a class of persons including, at least, potential acquirers of Assets and Loss Payees under the Policies, of which Credit Suisse Nova and Credit Suisse Virtuoso were two, would rely on the BCC Binding on Insurer Representation when purchasing Assets.

Particulars

Credit Suisse Nova and Credit Suisse Virtuoso refer to and repeat paragraphs 164 to 168C above and the particulars thereto.

0195AG Credit Suisse received and ultimately acted upon:

(a) the BCC Actual Authority Representations;

(b) the BCC Binding on Insurer Representations;

(c) Brereton's BCC Actual Authority Representations;

(d) the Brereton Actual Authority Representations; and/or;

(e) the Brereton Binding on Insurer Representations.

Particulars

(i) Credit Susse received the representations either by:

A. receiving the Policies and their endorsements in the form signed by Brereton, as occurred in the case of the LOS Policy (CSA.5000.0001.0072 and CSA.5000.0001.0075); Loss Payee Endorsement 2 to the LOS Policy (CSA.5000.0001.0072 and CSA.5000.0001.0074); Loss Payee Endorsement 3 (Virtuoso) to the 2018 Policy

(CSA.5000.0003.0778 and CSA.5000.0003.0779); Loss Payee Limit Endorsement 5 to the 2018 Policy (CSA.5000.0002.1285 and CSA.5000.0002.1289); Debt Endorsement 1 to TS-03088 (CSA.5000.0001.0495 and CSA.5000.0001.0496); Loss Payee Limit Endorsement 8 to TS 03088 (CSA.5000.0001.0505 and CSA.5000.0001.0509); 2019 Policy (CSA.5000.0001.0893 and CSA.5000.0001.0894); Debt Endorsement 1 to the 2019 Policy (CSA.5000.0001.0495 and CSA.5000.0001.0504); Loss Payee Endorsement 3 (Virtuoso) to the 2019 Policy (CSA.5000.0001.0470 and CSA.5000.0001.0479); Loss Payee Endorsement 6 (Nova) to the 2019 Policy (CSA.5000.0001.0470 and CSA.5000.0001.0481); Customer Endorsement 54 to the 2019 Policy (CSA.5000.0001.1568 and CSA.5000.0001.1569); Debt Endorsement 2(iv) to 2019 Policy (CSA.5000.0003.5039 and CSA.5000.0003.5040); Customer Endorsement 54(i) to the 2019 Policy (CSA.5000.0001.1568 and CSA.5000.0001.1570); and Endorsement (Liberty MDR) Version 2 (CSA.5000.0001.1568 and CSA.5000.0001.1571);

B. Marsh providing Limit Confirmation Trackers and Limit Confirmation Letters to Credit Suisse, including as listed in the particulars to paragraph 195FF below and in Gilbert + Tobin's letter dated 5 April 2024, which conveyed the representations pleaded in subparagraphs 195JJ(c) to (e) below;

C. the email from Ludwig Sels to Lukas Haas dated 26 September 2018 (CSA.5000.0001.0212_0001); and

D. the email from Angus Ward to Luke Haas dated 20 December 2019 (MAR.0003.0002.8218).

(ii) Credit Suisse also relies upon:

A. the Affidavit of Ruzica Stowe affirmed 25 October 2024,

[15]-[18], [29], [30], [40]-[44], [48], [49]-[59];

B. the Affidavit of Christian Mossdorf affirmed 25 October 2024, [34]-[36], [49]-[52], [57], [58]-[78], [83];

C. the Affidavit of Nina Egelhof affirmed 25 October 2024, [36]-[37]; and

D. the Affidavit of Guy Reiter sworn 25 October 2024, [118]-[126].

(iii) For the avoidance of doubt, Credit Suisse Virtuoso and Credit Suisse Nova acted upon the representations by purchasing the Notes in circumstances where the representations conveyed that BCC and Brereton were acting within their actual authority from the Insurer, which representations deterred further inquiry into BCC's and Brereton's authority and, without which, Credit Suisse Virtuoso and Credit Suisse Nova would have made further inquiry into BCC and Brereton's authority to bind the Insurer before acquiring Notes.

0195AH But for the representations referred to in 0195AG (or one or more of them), Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

Particulars

The particulars to paragraph 0195AG are repeated.

0195AI In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the conduct of BCC and Brereton pleaded at paragraphs 0195AA to 0195AF above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those

Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

0195AJ The conduct of BCC and Brereton pleaded at paragraphs 178, 180 and 0195AA to 0195AF above was conduct:

(a) that related to the provision of a financial service;

(b) on which a Loss Payee (including Credit Suisse Virtuoso and Credit Suisse Nova) could reasonably be expected to rely;

(c) on which Credit Suisse Virtuoso and Credit Suisse Nova did in fact rely in good faith when entering into the Loss Payee Endorsements and when acquiring the Notes;

(d) for which the Insurer is responsible, as between the Insurer and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton acted within the scope of their authority; and

(e) further and alternatively to sub-paragraph (d) above, to the extent the conduct pleaded at paragraphs 178 to 185 and 0195AA to 0195AF occurred on or after 1 July 2019, it was conduct for which TMNF is responsible, or partly responsible, as between TMNF and Credit Suisse Virtuoso/Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton acted within the scope of their authority.

Particulars

Credit Suisse refers to paragraphs 60, 65, 66 to 69, and 94A to 94D above.

With few exceptions, Brereton Representations and BCC Representations made after 1 July 2019 were made under cover of emails from Brereton which described BCC as “A member of the Tokio Marine Group”.

0195AK By reason of the matters pleaded at paragraphs 0195AA to 0195AF and

0195AJ above, the Insurer, further and alternatively TMNF, is liable for the loss suffered by Credit Suisse Virtuoso and Credit Suisse Nova pleaded at paragraph 0195AI above.

N.6 [NOT USED]

0195AL [NOT USED]

0195AM [NOT USED]

0195AN [NOT USED]

0195AO [NOT USED]

O CLAIMS RELATING TO TOKIO MARINE AND BCC

O.1 Knowledge of BCC, TMMA, TMNF and the Insurer

195A At all material times, TMMA was the managing agent for TMNF.

195B By no later than 3 June 2020, each of BCC, TMMA, TMNF and the Insurer knew that:

(a) Brereton had, on behalf of BCC, purported to execute and agree to insurance policies or endorsements which BCC, TMMA and TMNF regarded as being in excess of internal policy documents or underwriting guidelines;

(b) some of those policies or endorsements had purportedly been executed or agreed to by Brereton on behalf of BCC purportedly as agent for the Insurer;

(c) the insureds under some of those policies or endorsements were one or more of the members of the Greensill Group; and

Particulars

(i) Credit Suisse repeats sub-paragraphs 150(c) and (f) of the Brereton Defence.

(ii) The knowledge of BCC, TMMA and TMNF can be inferred from documents with the following document IDs:

TMA.SUB.00000003_0001; TMA.SUB.00000004_0001; TMA.SUB.00000008_0001; TMA.SUB.00000009_0001; TMA.SUB.00000013_0001; TMA.SUB.00000015_0001; TMA.SUB.00000016_0001; TMA.SUB.00000019_0001; TMA.SUB.00000021_0001; TMA.SUB.00000023_0001; TMA.SUB.00000025_0001; TMA.SUB.00000027_0001; TMA.SUB.00000039_0001; TMA.SUB.00000045_0001; TMA.SUB.00000046_0001; TMA.SUB.00000057_0001; TMA.SUB.00000069_0001; TMA.SUB.00000070_0001; TMA.0001.0022.0032.

(iii) Credit Suisse repeats the particulars to paragraph 84 above.

(iv) The knowledge of TMMA is to be attributed to its principal, TMNF, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(v) The knowledge of BCC is to be attributed to its principal, TMMA, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(vi) The knowledge of BCC and TMMA of matters affecting the 2019 Policy and endorsements thereto is to be attributed to the Insurer because TMMA and BCC were acting as the Insurer's representative under the PACAO and by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(vii) The bordereaux provided to IAL by BCC throughout the relevant period (including from 1 July 2019 onward when BCC provided the bordereaux to IAL in its capacity as Administrator of the PACAO alongside TMMA) listed policies in the name of GCPL.

(viii) The bordereaux (including from 1 July 2019 onward) included insurance policies held by GCPL which were listed as variously having no maximum limit, or maximum policy limits of USD 158 million, EUR 1.6 billion, AUD 1.2 billion and AUD 400 million (IAG.0000033051.0001).

(ix) Further and better particulars may be provided following further

discovery and evidence.

(d) in the premises, there was a substantial risk that the Insurer would take the position that it was not bound by the 2019 Policy and endorsements to that policy and that it would refuse to pay any claim made under the 2019 Policy.

195C By no later than 19 June 2020, each of BCC, TMMA, TMNF and the Insurer knew that:

(a) loss payee endorsements had been issued under the 2019 Policy; and

Particulars

(i) Credit Suisse repeats the particulars to paragraphs 84 to 84A and 167 above.

(ii) The knowledge of TMMA is to be attributed to its principal, TMNF, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(iii) The knowledge of BCC is to be attributed to its principal, TMMA, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(iv) This knowledge is also to be inferred from BCC's agreement, on behalf of the Insurer, to pay out a claim amount in the sum of USD34,998,726 directly to a loss payee under the Policy TB-03690, which knowledge may be attributed to its principals TMNF and the Insurer, and to TMMA as BCC's co-administrator under the PACAO, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(v) Further and better particulars may be provided following further discovery and evidence.

(b) loss payees would, or might, acquire Assets within the meaning of the 2019 Policy in reliance on the 2019 Policy and its endorsements and the manner and capacity in which Brereton and BCC executed or agreed to the 2019 Policy and its endorsements.

Particulars

(i) Credit Suisse repeats the particulars to paragraph 195C(a) above.

(ii) This can further be inferred from the terms of the loss payee endorsements.

(iii) Further and better particulars may be provided following further discovery and evidence.

195D By no later than 7 August 2020, each of BCC, TMMA, TMNF and the Insurer knew that, whilst GCPL, GCUK, GBAG and Marsh had been informed of BCC's concerns regarding Brereton's authority to enter into or agree to the 2019 Policy and its endorsements:

(a) the stated position of Marsh, GCPL, GCUK and GBAG was that BCC was on risk in relation to all transactions agreed to be underwritten by Brereton as, or purportedly as, agent for the Insurer;

(b) loss payees were continuing to acquire Assets on the basis of the stated position referred to at (a) above; and

(c) in the premises, Marsh, GCPL, GBAG and GCUK might not inform the loss payees under the 2019 Policy of BCC's concerns.

Particulars

(i) Voice message from Mark Callahan (director of BCC and TMMA) to Angus Ward (Marsh) on around 2 July 2020.

(iia) Email exchange between Mark Reynolds (President of Tokio Marine HCC – Credit Group), Blake Weber (Head Underwriter – US at Tokio Marine HCC – Credit Group) and Jerome Swinscoe (Chief Underwriting Officer at Tokio Marine HCC – Credit Group) dated 16 July 2020 (TMA.0001.0022.0032).

(ii) Email from Ewan Berkemeier (Marsh Sydney) to Toby Guy (Chief Executive Officer of TMMA and director of BCC), Mark Callahan (TMMA/BCC) and others dated 29 July 2020 (MMC_GCUK08_00022411).

(iiia) Email from Ewan Berkemeier (Marsh Sydney) to Toby Guy

(TMMA/BCC), Chris Blake (BCC) and others dated 29 July 2020 (TMA.0001.0007.1427).

(iii) Email from Mark Callahan (TMMA/BCC) to Angus Ward and others dated 2 July 2020 with subject line, "BCC on behalf of Tokio Marine" (CSA.0001.0015.0008).

(iv) Phone conversation between Toby Guy (TMMA/BCC) and Julian Macey-Dare (Marsh) on around 3 July 2020.

(v) Letter from Toby Guy (TMMA/BCC) to GCPL, GCUK and GBAG, copied to Marsh dated 4 August 2020 (CSA.0001.0008.0327).

(vi) Letter from Ewan Berkemeier (Marsh Sydney) to Toby Guy (TMMA/BCC) dated 7 August 2020 (MMC_GCUK14_00001920).

(vii) Letter from Mark Callahan (TMMA/BCC) to GCPL, GBAG and GCUK dated 28 August 2020 (CSA.0001.0015.0006).

(viii) Letter from Toby Guy (TMMA/BCC) on behalf of BCC to GCPL, GBAG and GCUK dated 1 September 2020 (MMC_GCUK08_00022720).

(ix) The knowledge of TMMA is to be attributed to its principal, TMNF, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(x) The knowledge of BCC is to be attributed to its principal, TMMA, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(xi) The knowledge of BCC and TMMA of matters affecting the 2019 Policy and endorsements thereto is to be attributed to the Insurer because TMMA and BCC were acting as the Insurer's representative under the PACAO and by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

195E By no later than September 2020, or alternatively by a later date known to BCC, TMMA and/or TMNF but unknown to the Applicants, BCC, TMMA, TMNF and the Insurer had concerns that:

(a) appropriate disclosures had not been made prior to placement of policies, including the 2019 Policy, which could impact coverage and/or application under the policies; and/or

(b) dealings between Brereton and GCPL, GCUK and/or GBAG involved fraud or malfeasance.

Particulars

(ia) Email from Jerome Swinscoe (Chief Underwriting Officer at Tokio Marine HCC – Credit Group) to Mark Reynolds (President of Tokio Marine HCC – Credit Group) and Blake Weber (Head Underwriter – US at Tokio Marine HCC – Credit Group) dated 16 July 2020 (TMA.0001.0022.0029).

(i) Letter dated 16 March 2021 from Polczynski Robinson, solicitors for BCC and TMNF, to GCPL, GCUK and GBAG (CSA.0001.0001.3447).

(ii) Affidavit of Matt James Andrews (solicitor for TMMA) affirmed 27 June 2023 at [12(e)] (CSA.0001.0064.0002).

(iii) The knowledge of TMMA is to be attributed to its principal, TMNF, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(iv) The knowledge of BCC is to be attributed to its principal, TMMA, including by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

(v) The knowledge of BCC and TMMA of matters affecting the 2019 Policy and endorsements thereto is to be attributed to the Insurer because TMMA and BCC were acting as the Insurer's representative under the PACAO and by operation of s 769B of the Corporations Act and s 12GH of the ASIC Act.

Further and better particulars may be provided after discovery and evidence.

195EA By at least 14 January 2021, the Insurer was aware that:

(a) it considered Brereton had signed documents purportedly on its behalf but without its knowledge, consent or authority; and

(b) it was reserving all of its rights regarding the conduct of Brereton, BCC, the Greensill Group and Marsh.

Particulars

Letter from Oenone Ritman (IAG) to GCPL, GBAG and Ewan Berkemeier (Marsh Sydney) dated 14 January 2021 (MAR.0002.0001.3725).

O.2 Misleading or deceptive conduct

195F From at least June 2020, each of BCC, TMMA, TMNF and the Insurer failed to disclose to the Applicants, as loss payees, that:

(a) Brereton had, on behalf of BCC, executed or agreed to insurance policies or endorsements which BCC, TMMA and TMNF regarded as being in excess of internal policy documents or underwriting guidelines; and

(b) there was at least a substantial risk that the Insurer would take the position that it was not bound by the 2019 Policy and its endorsements and that it would refuse to pay any claim made under the 2019 Policy,

(**2020 Omissions**).

195G In the circumstances pleaded in paragraphs 195B to 195EA above, from a time presently unknown to Credit Suisse Virtuoso and Credit Suisse Nova, but in any event by around 2 July 2020, 4 August 2020, 7 August 2020, September 2020 or alternatively in the case of the Insurer 14 January 2021, a person in the position of Credit Suisse Virtuoso and Credit Suisse Nova would reasonably have expected one of BCC, TMMA, TMNF or the Insurer to disclose the substance of the 2020 Omissions.

195H The failure to disclose the 2020 Omissions was conduct:

(a) in relation to a financial service within the meaning of 1041H of the Corporations Act;

(b) in trade or commerce within the meaning of s 18 of the Australian Consumer Law; and/or

(c) in trade or commerce and in relation to financial services within the meaning of s 12DA of the ASIC Act.

195I In the circumstances pleaded in paragraphs 195B to 195EA above, the failure by each of BCC, TMMA, TMNF and the Insurer to disclose the 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova was conduct:

(a) that was misleading or deceptive or likely to mislead or deceive; and

(b) thereby in contravention of s 1041H of the Corporations Act, s 18 of the Australian Consumer Law and/or s 12DA of the ASIC Act.

195J But for the 2020 Omissions, Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased certain of the Hoffman Notes, Lagoon Park Notes and/or Wickham Notes.

Particulars

The Hoffman Notes, Lagoon Park Notes and/or Wickham Notes that would not have been purchased but for the 2020 Omissions are those which were acquired after the first time the substance of the 2020 Omissions ought to have been disclosed.

Alternatively, the Hoffman Notes, Lagoon Park Notes and/or Wickham Notes that would not have been purchased but for the 2020 Omissions are those which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the first time the substance of the 2020 Omissions ought to have been disclosed.

195K In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of BCC, TMMA, TMNF and the Insurer pleaded at paragraph 195I above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes particularised in paragraph 195J above, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes particularised in paragraph 195J above, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

195KA From at least on or about 1 September 2018, Chris **Williams** was an employee of BCC's ultimate holding company, Tokio Marine Holdings Inc.

195KB From at least 2 July 2020, Williams received reports from BCC and TMMA about BCC's and TMMA's investigations into Brereton's suspected unauthorised conduct.

Particulars

(i) Email from Callahan to Williams dated 3 June 2020 advising of authority breaches within BCC (TMA.0001.0025.0001).

(ii) Email from Callahan to Williams and others dated 2 July 2020 advising of BCC's communication to Marsh that Brereton has no authority to bind risk on IAL, that his authority to bind TMNF had been reduced as of 1 June 2019 and that all Greensill limits had been set to zero in BCC's systems (TMA.0001.0008.0964).

(iii) Email from Callahan to Williams dated 7 July 2020 reporting that Brereton had admitted to writing policies outside of authority "out of ego" (TMA.0001.0008.1111).

(iv) Email from Callahan to Williams and others dated 9 July 2020 providing update on the investigation into Brereton's conduct (TMA.0001.0008.1135).

(v) Email from Jumpei Kimura to Williams dated 14 July 2020 forwarding Guy's report to the TMMA board on the investigation into Brereton's conduct (TMA.0001.0025.0024).

(vi) Email from Callahan to Williams dated 17 July 2020 reporting on the possible fraud or malfeasance of Brereton (TMA.0001.0008.1594; TMA.0001.0008.1594_CT).

(vii) Email from Callahan to Williams dated 24 July 2020 (TMA.0001.0025.0032).

(viii) Email exchange between Callahan and Williams dated 31 July 2020 (TMA.0001.0011.0608).

195KC By no later than 28 July 2020, Williams:

(a) was acting on behalf of BCC, TMMA and TMNF in relation to:

(i) the investigations into Brereton's suspected unauthorised conduct; and/or

(ii) BCC, TMMA and TMNF's efforts to mitigate the impacts of that conduct on BCC, TMMA and TMNF;

(b) had undertaken to provide weekly updates to TMMA and TMNF on the progress of those investigations and/or efforts; and

(c) had assumed a leadership role in coordinating the response of BCC, TMMA and TMNF in respect of the investigations into Brereton's conduct and the risk mitigation efforts.

Particulars

(i) Emails from Callahan to Williams and others on 16 July 2020, a second email from Callahan to Williams and Williams' response to Callahan dated 17 July 2020 (TMA.0001.0025.0026).

(ii) Email from Williams to Akira Harashima dated 27 July 2020 (TMA.0001.0008.1910).

(iii) Williams' approval of BCC's letter to Lex Greensill, GBAG and Marsh dated 4 August 2020 (TMA.0001.0008.2229; TMA.0001.0008.2230; TMA.0001.0008.2232; TMA.0001.0007.1879; TMA.0001.0007.1880).

(iv) Presentation dated 2 October 2020, identifying Williams as "Senior Executive Officer in charge of Australia" (TMA.0001.0011.4072).

195KD From at least 27 August 2020 to late February 2021, Williams acted on behalf of BCC, TMMA and TMNF in negotiations with Lex Greensill, GCUK and GCPL regarding the terms on which BCC would offer, confirm, or reduce cover of the risks the subject of the Policies.

Particulars

(i) Email dated 28 August 2020 from Callahan to Lex Greensill and GBAG, copying Williams and attaching a letter addressed to Lex Greensill, GBAG and GCUK (AGB.0002.0003.5402; AGB.0002.0003.5403).

(ii) Williams approved BCC's correspondence with APRA in relation to the expiration of the Greensill policies (TMA.0001.0008.5641 at 0002).

(iii) Williams engaged in bilateral discussions with Lex Greensill on 4 and 11 September 2020 (GCU.2000.0011.2334; TMA.0001.0008.3743).

(iv) Email from Lex Greensill to Williams dated 14 September 2020 (MAR.0009.0001.2761; MAR.0009.0001.2762).

(v) Email from Callahan to Williams dated 17 September 2020 (TMA.0001.0011.3165).

(vi) Email exchange between Williams and Lex Greensill dated 25 September 2020 (GCU.2000.0011.2718; GCU.2000.0011.2719).

(vii) Email from Lex Greensill to Williams dated 25 September 2020 attaching draft confirmations of insurance that Greensill sought from BCC (GCU.2000.0011.2722; GCU.2000.0011.2723; GCU.2000.0011.2724).

(viii) Email from Williams to Lex Greensill dated 3 October 2020 (GCU.2000.0011.2321; GCU.2000.0011.2322).

(ix) Email exchange between Lex Greensill and Williams dated 9 October 2020 (GCU.2000.0011.2710).

(x) Email exchange between Lex Greensill and Williams dated 11 October 2020 (GCU.2000.0011.2706).

(xi) Email from Lex Greensill and Williams dated 11 October 2020 attaching draft letter agreement, draft letter TBCC to GBAG, and draft letter TBCC to GCUK regarding loss payees

(GCU.2000.0011.2701; GCU.2000.0011.2702; GCU.2000.0011.2703; GCU.2000.0011.2704).

(xii) Email from Lex Greensill to Williams dated 14 October 2020 attaching proposal to "cancel and terminate" four customer endorsements in respect of the 2019 Policy (GCU.2000.0011.2697; GCU.2000.0011.2698).

(xiii) Emails between Williams and Lex Greensill dated between 14 October 2020 and 19 October 2020, and Lex Greensill's response on 19 October 2020 incorporating links to documents on SharePoint (GCU.2000.0011.2689; GCU.2000.0011.2690; GCU.2000.0011.2691; GCU.0006.0003.3988).

(xiv) Email from Macey-Dare to Callahan on 20 October 2020 forwarding Lex Greensill's email to Williams on 19 October 2020 and links to the SharePoint (AGB.0002.0002.7245, attaching AGB.0002.0002.7246; TMA.0001.0011.5509).

(xv) The inclusion in the SharePoint of, among other documents:

(A) 10 Loss Payee Endorsements and Loss Payee Limit Endorsements naming Credit Suisse Virtuoso, Credit Suisse Nova or Credit Suisse Funds 2 SICAV – Credit Suisse Supply Chain Finance Investment Grade Fund as Loss Payees purportedly executed by Brereton as authorised representative of the Insurer (as identified in Schedule A to the letter from Gilbert + Tobin to Kennedys dated 14 August 2026);

(B) 328 Debt Endorsements, Customer Endorsements and other endorsements under the 2019 Policy and the 2019 Master Policy (as identified in Schedule B to the letter from Gilbert + Tobin to Kennedys dated 14 August 2026);

(C) an email from Craig Pinnington (Greensill) to Edward Smith (Marsh) and others dated 3 April 2019 regarding the SSUK programme ("Distribution is via notes to Credit Suisse Virtuoso") (GCU.0042.0001.0055, attaching

GCU.0042.0001.0056);

(D) an email chain between Greg Brereton, Lex Greensill, John Whelan (Greensill), Edward Smith (Marsh), Ewan Berkemeier (Marsh Sydney) and others, dated between 25 March 2020 and 29 April 2020, regarding the addition of White Oak as a Loss Payee under the 2019 Policy (GCU.0042.0001.0706); and

(E) three Loss Payee Endorsements for White Oak under the 2019 Policy (GCU.0042.0001.0707; GCU.0042.0001.0708; GCU.0042.0001.0719).

(xvi) Email from Williams to Lex Greensill dated 30 October 2020 attaching Williams' "summary of the various credits we went through today", which included several of the Customer Endorsements under the 2019 Policy included on the SharePoint (GCU.2000.0011.2289, attaching GCU.2000.0011.2290).

(xvii) Email from Lex Greensill to Williams dated 2 December 2020 attaching a without prejudice proposal as marked up by Lex Greensill and Jonathan Lane (GCU.2000.0011.2643; GCU.2000.0011.2644).

(xviii) Email from Williams to Lex Greensill dated 26 December 2020 attaching draft letter agreement (GCU.2000.0011.2256; GCU.2000.0011.2257).

(xix) Email from Williams to Lex Greensill dated 3 January 2021 (GCU.2000.0011.2622).

(xx) Email from Williams to Lex Greensill dated 7 January 2021 (GCU.2000.0011.2254).

(xxi) Email from Lex Greensill to Williams dated 8 January 2021 (GCU.2000.0011.2620).

(xxii) Email from Lex Greensill to Williams dated 18 January 2021 (GCU.2000.0011.2613).

(xxiii) Email from Lex Greensill to Williams dated 20 January 2021 attaching "the proposal [they had] discussed" (GCU.2000.0011.2611; GCU.2000.0011.2612).

(xxiv) Email exchange between Williams and Lex Greensill dated 23 February 2020 (GCU.2000.0011.2541).

(xxv) Email from Williams to Lex Greensill dated 27 February 2021 stating "[i]t is disappointing that Credit Suisse and Soft bank were not introduced to the issues earlier on" (TMA.0001.0012.2004).

195KE Williams' communications with Lex Greensill between August 2020 to their conclusion in February 2021 were expressly confidential.

195KF By a time unknown to the Applicants, but no later than 7 August 2020, or alternatively 25 September 2020, or alternatively 7 January 2021, Williams knew, as was the case, that:

(a) Brereton had purported to execute insurance policies or endorsements which BCC, TMMA and TMNF regarded as being in excess of the authority granted by internal policy documents or underwriting guidelines;

(b) some of those policies or endorsements had purportedly been executed or agreed to by Brereton on behalf of BCC purportedly as agent for the insurer;

(c) the insureds under some of those policies or endorsements were one or members of the Greensill Group;

(d) loss payee endorsements had been issued under the 2019 Policy;

(e) loss payees would, or might acquire Assets within the meaning of the 2019 Policy in reliance on the 2019 Policy and its endorsements and the manner and capacity in which Brereton and BCC executed or agreed to the 2019 Policy and its endorsements;

(f) Greensill and Marsh had requested that IAL and BCC confirm cover under the Policies and endorsements;

(g) Greensill and Marsh had requested that IAL and BCC confirm indemnity

for Loss Payees in accordance with the terms of the Policies and endorsements;

(h) IAL and BCC had declined to confirm cover under the Policies and endorsements, or to confirm indemnity for Loss Payees in accordance with the terms of the Policies and endorsements;

(i) IAL and BCC had expressly reserved their rights as to whether the Policies and endorsements were binding on IAL and BCC;

(j) there had been no public disclosure of:

(i) Brereton's actions in excess of authority; or

(ii) IAL's and BCC's reservation of rights;

(k) Loss Payees, such as Credit Suisse, had not been informed by BCC (or by anyone else to Williams' knowledge) of Brereton's misrepresentations as to authority or as to IAL's and BCC's reservation of rights; and

(l) investors and third parties would or might continue to fund the Greensill Group through the purchase of originated financial instruments on the assumption that the Policies and endorsements were valid and binding on IAL.

Particulars

Williams' knowledge is to be inferred from:

(i) Letter from Berkemeier to Guy dated 7 August 2020 (TMA.0001.0007.1936) and the matters pleaded at paragraph 195KC above and the particulars thereto.

(ii) The matters pleaded in paragraphs 195KD and 195KE above and the particulars thereto.

(iii) Email exchange between Williams and Lex Greensill dated 25 September 2020 (GCU.2000.0011.2718).

(iv) Email from Lex Greensill to Williams dated 25 September 2020 attaching the "loss payee note that [they had] discussed" (GCU.2000.0011.2720; GCU.2000.0011.2721).

(v) Email from Williams to Lex Greensill dated 7 January 2021 (GCU.2000.0011.2254).

195KG From at least 7 August 2020, or alternatively 25 September 2020, or alternatively 7 January 2021, Williams did not take any steps to:

(a) disclose the substance of the 2020 Omissions to the Applicants himself; and

(b) cause any other person on behalf of BCC, TMMA or TMNF to disclose the substance of the 2020 Omissions to the Applicants.

195KH In the premises of paragraphs 195KA to 195KG above, TMMA and TMNF were "involved" within the meaning of s 12GF(1) of the ASIC Act and s 1041I(1) of the Corporations Act, in BCC's contraventions of s 12DA of the ASIC Act and s 1041H of the Corporations Act pleaded at paragraph 195I above.

195L Further and in the alternative to paragraph 195I above insofar as that paragraph relates to failures by TMMA, TMNF and the Insurer, BCC's failure to disclose the 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova was conduct:

(d) of the Insurer by operation of s 769B(1) of the Corporations Act and s 12GH(2) of the ASIC Act, because it was conduct within BCC's actual or apparent authority as the Insurer's representative under the PACAO; and

(e) alternatively, of TMNF by operation of s 769B(1) of the Corporations Act and s 12GH(2) of the ASIC Act, because it was conduct within BCC's actual or apparent authority as TMNF's authorised representative and agent; and

(f) further or alternatively:

(i) that related to the provision of a financial service; and

(ii) on which a Loss Payee (including Credit Suisse Virtuoso and Credit Suisse Nova) could reasonably be expected to rely;

(g) on which Credit Suisse Virtuoso and Credit Suisse Nova did in fact rely in good faith when acquiring the Notes referred to in paragraph 195K

above;

(h) for which the Insurer is responsible, as between the Insurer and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (alternatively s 917C of the Corporations Act), whether or not BCC acted within the scope of its authority; and

(i) in respect of BCC's conduct during the period 1 July 2019 to 1 March 2021 for which TMNF is responsible, as between TMNF and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (alternatively s 917C of the Corporations Act), whether or not BCC acted within the scope of its authority.

Particulars

Credit Suisse refers to paragraphs 60, 65, 66 to 69, and 94A to 94D above.

195M By reason of the matters pleaded at paragraphs 195F and 195L above, the Insurer, further and alternatively TMNF, is liable for the loss suffered by Credit Suisse Virtuoso and Credit Suisse Nova pleaded at paragraph 195K above.

O.2A [NOT USED]

195MA [NOT USED]

195MB [NOT USED]

195MC [NOT USED]

195MD [NOT USED]

O.3 Negligence

Risk of harm

195N At all material times, there was a risk that Credit Suisse Virtuoso and Credit Suisse Nova would suffer loss or damage if they acquired Notes where there was reason to think there was a question or controversy as to the authority of Brereton or BCC to enter into the 2019 Policy and the endorsements thereto, including loss or damage in the form of:

(a) non payment of insurance proceeds under the 2019 Policy; and/or

(b) delayed payment of insurance proceeds under the 2019 Policy,

(**Risk of Harm**).

195O BCC, TMMA, TMNF and the Insurer knew, or ought to have known, of the Risk of Harm.

Particulars

Credit Suisse repeats the particulars to paragraphs 195B to 195EA above.

195P The Risk of Harm was:

(a) foreseeable within the meaning of s 5B(1)(a) of the *Civil Liability Act 2002* (NSW) (**CLA**); and

(b) not insignificant within the meaning of s 5B(1)(b) of the CLA.

Duty of care

195Q By no later than 3 June 2020, alternatively 7 August 2020, each of BCC, TMMA, TMNF and the Insurer owed a duty to each of Credit Suisse Virtuoso and Credit Suisse Nova to:

(b) take reasonable steps to avoid Credit Suisse Virtuoso and Credit Suisse Nova suffering the loss or damage referred to in paragraph 195N; and

(c) inform Credit Suisse Virtuoso and Credit Suisse Nova of the substance of the 2020 Omissions.

Particulars

The salient features which support the finding of the duty include:

(i) the knowledge of BCC, TMMA, TMNF and the Insurer of the matters pleaded at paragraphs 195B to 195EA above;

(ii) Credit Suisse Virtuoso and Credit Suisse Nova did not know, and could not have known absent disclosure from BCC, TMMA, TMNF, the Insurer, Marsh or a Greensill entity, of the matters referred to in

sub-paragraph (i) above;

(iii) it was reasonably foreseeable that, as loss payees pursuant to the Loss Payee Endorsements, Credit Suisse Virtuoso and Credit Suisse Nova would rely on the 2019 Policy and its endorsements, and the manner and capacity in which BCC and Brereton executed or agreed to those documents in advancing funding and acquiring Assets as defined in the 2019 Policy;

(iv) it was reasonable for an entity in the position of Credit Suisse Virtuoso and Credit Suisse Nova to proceed on the basis that the 2019 Policy and its endorsements were valid and enforceable;

(v) the terms and scope of BCC's and/or Brereton's authority or delegations from the Insurer were not publicly available and, on their terms, were confidential; and

(vi) it was within the control of each of BCC, TMMA, TMNF and the Insurer to prevent the Risk of Harm from being realised by disclosing the substance of the 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova.

Reasonable precautions

195R In the circumstances, a reasonable person in the position of BCC would have taken the precaution against the Risk of Harm for the purposes of s 5B(1)(c) of the CLA of disclosing to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions.

195S In the circumstances, a reasonable person in the position of TMMA would have taken the precautions against the Risk of Harm for the purposes of s 5B(1)(c) of the CLA of:

(a) identifying Credit Suisse Virtuoso and Credit Suisse Nova as loss payees (if it did not know those loss payees' identities already, which is denied); and

(b) disclosing to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions.

195T In the circumstances, a reasonable person in the position of TMNF would have taken the precautions against the Risk of Harm for the purposes of s 5B(1)(c) of the CLA of:

(a) identifying Credit Suisse Virtuoso and Credit Suisse Nova as loss payees (if it did not know those loss payees' identities already, which is denied);

(b) disclosing to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions; and/or

(c) causing its managing agent, TMMA, or its authorised representative, BCC, to disclose to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions.

195U In the circumstances, a reasonable insurer in the position of the Insurer would have taken the precautions against the Risk of Harm for the purposes of s 5B(1)(c) of the CLA of:

(a) identifying Credit Suisse Virtuoso and Credit Suisse Nova as loss payees (if it did not know those loss payees' identities already, which is denied);

(b) disclosing to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions; and/or

(c) causing BCC as its agent and/or representative to disclose to Credit Suisse Virtuoso and Credit Suisse Nova the substance of the 2020 Omissions.

195V In failing to take the precaution pleaded at paragraph 195R, BCC breached the duty of care it owed to Credit Suisse Virtuoso and Credit Suisse Nova.

195W In failing to take the precautions pleaded at paragraph 195S, TMMA breached the duty of care it owed to Credit Suisse Virtuoso and Credit Suisse Nova.

195X In failing to take the precautions pleaded at paragraph 195T, TMNF breached the duty of care it owed to Credit Suisse Virtuoso and Credit Suisse Nova.

195Y In failing to take the precautions pleaded at paragraph 195U, the Insurer breached the duty of care it owed to Credit Suisse Virtuoso and Credit Suisse Nova.

Loss and damage

195Z Had BCC, TMMA, TMNF or the Insurer disclosed the substance of the 2020 Omissions, Credit Suisse Virtuoso and Credit Suisse Nova would have immediately ceased purchasing the Hoffman Notes, Lagoon Park Notes and Wickham Notes.

Particulars

The particulars to paragraph 195J are repeated.

195AA In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage as the result of the breach of duty by each of BCC, TMMA, TMNF and the Insurer.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes that were acquired after the date on which the Insurer, TMNF, TMMA or BCC first failed to disclose the substance of the 2020 Omissions, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Alternatively, the total amount paid by Credit Suisse Virtuoso to acquire any Hoffman Notes, Lagoon Park Notes and/or Wickham Notes which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the date on which the Insurer, TMNF, TMMA or BCC first failed to disclose the substance of the 2020 Omissions, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes that were acquired after the date on which the Insurer, TMNF, TMMA or BCC first failed to disclose the substance of the 2020 Omissions, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

Alternatively, the total amount paid by Credit Suisse Nova to acquire any Hoffman Notes, Lagoon Park Notes and/or Wickham Notes which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the date on which the Insurer, TMNF, TMMA or BCC first failed to disclose the substance of the 2020 Omissions, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

Further and better particulars will be provided after discovery and evidence.

195BA Further and in the alternative to paragraph 195W, 195X and 195Y above, BCC's breach pleaded at 195V above was conduct:

(a) of the Insurer by operation of s 769B(1) of the Corporations Act and s 12GH(2) of the ASIC Act, because it was conduct within BCC's actual or apparent authority as the Insurer's representative under the PACAO; and

(b) alternatively, of TMNF by operation of s 769B(1) of the Corporations Act and s 12GH(2) of the ASIC Act, because it was conduct within BCC's actual or apparent authority as TMNF's authorised representative and agent; and

(c) further or alternatively, BCC's breach of duty pleaded at paragraph 195V above was conduct:

(i) that related to the provision of a financial service;

(ii) on which a Loss Payee (including Credit Suisse Virtuoso and Credit Suisse Nova) could reasonably be expected to rely;

(iii) on which Credit Suisse Virtuoso and Credit Suisse Nova did in fact rely in good faith when entering into the Loss Payee Endorsements and when acquiring the Notes;

(iv) for which the Insurer is responsible, as between the Insurer and Credit Suisse Virtuoso and/or Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC and/or Brereton

acted within the scope of their authority; and

(v) further and alternatively to sub-paragraph (iv) above, for which TMNF is responsible, or partly responsible, as between TMNF and Credit Suisse Virtuoso / Credit Suisse Nova, by operation of ss 917A and 917B of the Corporations Act (or alternatively s 917C of the Corporations Act), whether or not BCC acted within the scope of its authority.

Particulars

Credit Suisse refers to paragraphs 60, 65, 66 to 69, and 94A to 94D above.

P CLAIMS AGAINST MARSH

P.1 Marsh's knowledge

195BB By September 2017 at the latest, Marsh had been engaged as insurance broker by one or more of GCPL, GCUK and/or GBAG in respect of trade credit risks, including to:

(a) negotiate policy wording on behalf of GCPL, GCUK and/or GBAG to adapt to specific risk requirements and structure;

(b) bind coverage with carriers on behalf of GCPL, GCUK and/or GBAG; and

(c) confirm in writing to GCPL, GCUK and/or GBAG when cover under insurance policies had been bound and that no subjectivities or conditionalities remain.

Particulars

Letter from Julian Macey-Dare (Marsh) to GCUK dated 18 April 2016 (MAR.0001.0001.0003).

Letter from Julian Macey-Dare (Marsh) to Lex Greensill (GCUK) dated 3 March 2017 (MAR.0001.0001.0002).

Letter from Julian Macey-Dare (Marsh) to GCUK dated 15 June 2017 (MAR.0001.0001.0004).

195CC By around December 2017 at the latest, Marsh knew that:

(a) GCPL, GCUK and/or GBAG were intending to endorse one or more loss payees to the policies of trade credit insurance that they were seeking to obtain;

(b) the loss payee in each case would be the purchaser of notes that were backed by the underlying debts that were to be insured debts under the policies (**Insured Notes**);

(c) the insurance being sought was for the benefit of, amongst others, the loss payees, who were to receive insurance payouts if there were defaults in respect of the insured debts; and

(d) one or more funds or entities associated with the investment bank, Credit Suisse, would be loss payees.

Particulars

Email from Lex Greensill to John Whelan (GCUK), copied to Ewan Berkemeier (Marsh Sydney) and others, dated 5 September 2017 (CMS.007.001.0016).

Email from Ewan Berkemeier (Marsh Sydney) to Scott Newland (BCC), dated 9 November 2017 (CMS.007.001.0450).

Email from John Whelan (GCUK) to Lex Greensill (GCUK) and Brereton (BCC), copied to Julian Macey-Dare (Marsh) and others, dated 13 December 2017 (CMS.007.001.0509).

Email from John Whelan (GCUK) to Brereton and Lex Greensill, copied to others, dated 13 December 2017 (CMS.007.001.0724).

Further particulars to be provided after discovery and evidence.

195DD By around December 2017, Marsh knew that GCPL, GCUK and/or GBAG would require Marsh to confirm to the relevant Credit Suisse funds that there was sufficient cover under a relevant trade credit insurance policy for the receivables backing each note that a Credit Suisse fund acquired.

Particulars

Email from John Whelan (GCUK) to Edward Smith (Marsh) dated 6 October 2017 (MAR.0004.0001.0913).

Email from Edward Smith (Marsh) to Lex Greensill (GCUK), John Whelan (GCUK) and Brett Downes (GCUK), copied to Sophie Lettsome (GCUK) and Julian Macey-Dare (Marsh), dated 31 October 2017 (MAR.0003.0001.1565).

Email correspondence between Lex Greensill (GCUK), Julian Macey-Dare (Marsh), Edward Smith (Marsh) and Brett Downes (GCUK), dated 9 November 2017 (MAR.0003.0001.1585).

Email from Edward Smith (Marsh) to Julian Macey-Dare (Marsh) and John Whelan (GCUK), copied to Jason Austin (GCUK) and Brett Downes (GCUK), dated 13 December 2017 (MAR.0004.0001.1060).

Email correspondence between Jason Austin (GCUK), Julian Macey-Dare (Marsh) and John Whelan (GCUK), copied to Edward Smith (Marsh) and others, dated between 13 December 2017 and 15 December 2017 (CMS.007.001.1514).

Email from John Whelan (GCUK) to Julian Macey-Dare (Marsh), copied to Edward Smith (Marsh) and others, dated 13 December 2017 (CMS.007.001.0796).

Email from John Whelan (GCUK) to Brereton and Lex Greensill, copied to Julian Macey-Dare (Marsh) and others, dated 14 December 2017 (BCC.0001.0005.0475).

Email from Sophie Dyke (GCUK) to Edward Smith (Marsh), copied to Brett Downes (GCUK) and David Keeling (GCUK), dated 8 February 2018 (MAR.0003.0001.2159) attaching the Limit Confirmation Tracker (MAR.0003.0001.2160).

Email from Sophie Dyke (GCUK) to Lukas Haas (Credit Suisse), copied to Michael Schmid (Credit Suisse) and others, dated 9 February 2018 (CSA.5000.0003.0571), attaching the Limit Confirmation Tracker (CSA.5000.0003.0572).

Email correspondence between Edward Smith (Marsh) and Sophie Dyke (GCUK), dated 16 February 2018 (MAR.0003.0001.2209).

Email correspondence between Lukas Haas (Credit Suisse) and Edward Smith (Marsh), copied to Sophie Dyke (GCUK) and Ludwig Sels (GCUK), dated 7 March 2018 (MAR.0003.0001.2400).

Email from Edward Smith (Marsh) to Lukas Haas (Credit Suisse) and others, dated 26 June 2018 (MAR.0003.0001.4351).

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T190.18-21.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T86.8-13; T190.25-191.3.

195EE By around December 2017, Marsh knew, or alternatively ought to have known, that:

(a) the Insurer had issued a statement (the **To Whom It May Concern Letter**) on around 1 August 2017;

(b) the To Whom It May Concern Letter:

(i) was generic, in the sense that it was addressed “To Whom It May Concern”;

(ii) confirmed that BCC had authority to write the class of business, being trade credit insurance, for the Insurer;

(iii) did not refer to any limits to that authority; and

(iv) stated BCC was an authorised representative of IAG Agencies, but did not state BCC was an authorised representative of the Insurer;

(c) negotiations with BCC for the provision of trade credit insurance to GCPL, GCUK and/or GBAG had broken down in around October 2017 in circumstances where BCC had communicated various limitations on its authority to offer trade credit insurance including:

(i) a general quantum limit on authority, being around AUD 35 million, or alternatively around AUD 50 million;

(ii) limitations referable to the Customer's credit rating;

(iii) that any quantum offered would need to take into account the exposures of BCC to the Customer under other trade credit insurance; and

(iv) that any departure from its standard wording would also require special acceptance by its insurer and/or reinsurer;

(d) the To Whom It May Concern Letter pre-dated events and communications from September 2017, which indicated that there were limitations (as pleaded in subparagraph (c) above) to BCC's authority to generally bind the Insurer notwithstanding the terms of the To Whom It May Concern Letter;

(e) the wording proposed for the LOS Policy was bespoke, in a form materially different to trade credit insurance policies that are commonly used in the Australian market and/or materially different from the standard wording ordinarily used by BCC;

(f) the limit of liability proposed for the LOS Policy was substantial and materially higher than trade credit insurance policies that were commonly used in the Australian market and/or substantially greater than the limits communicated in around October 2017; and

(g) BCC had not completed an Intermediary Questionnaire regarding BCC's authority to offer insurance on behalf of IAL or provided the underwriting agreement with IAL confirming the existence of BCC's underwriting authority, duration of agreement, risks covered and related limits (or any extract thereof).

Particulars

Email from Tushar Gupta (BCC) to Brad dePlater (Marsh) dated 10 August 2017 (MAR.0004.0001.0597) and attached To Whom It May Concern Letter dated 1 August 2017 (MAR.0004.0001.0600).

Email from Ewan Berkemeier (Marsh Sydney) to Julian Macey-Dare

(Marsh) dated 3 October 2017 (CMS.007.001.0142).

Email exchange between Ewan Berkemeier (Marsh Sydney) to Scott Newland (BCC) dated 3 and 4 October 2017 (CMS.007.001.0155).

Email from Scott Newland (BCC) to Ewan Berkemeier (Marsh Sydney) dated 5 October 2017 (CSA.0001.0002.1119).

Email exchange between Julian Macey-Dare (Marsh) to Scott Newland (BCC) dated 5 October 2017 (CMS.007.001.0264).

Email from Toby Guy (BCC) to Ewan Berkemeier (Marsh Sydney) dated 10 October 2017 (CMS.007.001.0287).

Email exchange between Lex Greensill, Edward Smith (Marsh) and Julian Macey-Dare (Marsh) dated 10 and 11 October 2017 (CMS.007.001.0290).

Email exchange between Julian Macey-Dare (Marsh) and Ewan Berkemeier (Marsh Sydney) and others dated 14 and 15 December 2017 (CMS.007.001.1410 / CMS.007.001.1415).

Email from Ewan Berkemeier (Marsh Sydney) to Brereton (BCC) dated 15 December 2017 (CMS.007.001.1004) and Brereton's response (CMS.007.001.0009).

Emails from Brereton (BCC) to John Whelan (GCUK), Lex Greensill, Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney) and others dated 15 December 2017 (CMS.007.001.1533).

Email from Ewan Berkemeier (Marsh Sydney) to Greg Brereton (BCC) dated 5 September 2017 and attached To Whom It May Concern Letter (MAR.0004.0001.0650; MAR.0004.0001.0656).

Email exchange between Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney), Lex Greensill and Brereton, dated 12 September 2017 (CMS.007.001.0093).

Email exchange between Brereton and Ewan Berkemeier (Marsh Sydney) dated 12 September 2017 (CSA.0001.0002.1039).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Brereton (BCC) dated 7 and 8 September 2017 (CSA.0001.0002.1132).

Email exchange between Ewan Berkemeier (Marsh Sydney), Brereton and Lex Greensill dated 5 September 2017 (CMS.007.001.0016).

Email exchange between Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney), Brereton, Lex Greensill dated 12 and 14 September 2017 (CMS.007.001.0100).

Email exchange between Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney), Brereton and Scott Newland (BCC), dated 18, 19, 20 and 21 September 2017 (CMS.007.001.0120).

Email exchange between Brereton and John Whelan (GCUK) dated 14 September 2017 (BCC.0001.0002.0134).

Email from Julian Macey-Dare (Marsh) to John Whelan (GCUK) dated 21 September 2017 (CMS.007.001.0119).

Email from Julian Macey-Dare (Marsh) to Ewan Berkemeier (Marsh Sydney) and others dated 3 October 2017 (MAR.0003.0001.1310).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Scott Newland (BCC) dated 5 and 23 October 2017 (CSA.0001.0002.1230).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Scott Newland (BCC) dated 9 November 2017 (AGB.0002.0002.5291).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Scott Newland (BCC) dated 20 and 21 November 2017 (MAR.0003.0001.1638).

Credit Suisse repeats the particulars to the defence filed by the Insurer on 21 August 2024 at paragraph 29ZZ(g).

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T69.14-70.17; T80.11-81.19; T125.8-126.8; T143.25-144.24; T208.8-20; T209.10-210.1; T211.5-19.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T184.12-186.4; T188.11-21; T191.14-192.15; T194.13-17.

Email exchange between Ewan Berkemeier (Marsh Sydney), Lex Greensill (GCUK), Julian Macey-Dare (Marsh), Edward Smith (Marsh), Ilkka Tales and Matt Costello (both GCUK) dated 12 September 2017 (CMS.007.001.0093).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Julian Macey-Dare (Marsh) dated 3 October 2017 (CMS.007.001.0142).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Scott Newland (BCC) dated 4 October 2017 (CMS.007.001.0155).

Email exchange between Ewan Berkemeier (Marsh Sydney) and Edward Smith (Marsh), copied to Julian Macey-Dare (Marsh), dated 9 and 10 October 2017 (MAR.0013.0001.0054).

Email exchange between Greg Brereton (BCC) and Lex Greensill (GCUK), copied to Edward Smith (Marsh Sydney) and others, dated 17 October 2017 (IAL.500.011.0513).

Email exchange between Edward Smith (Marsh), Julian Macey-Dare (Marsh) and Ewan Berkemeier (Marsh Sydney) dated 21 November 2017 (MAR.0003.0001.1636).

Email exchange between Ewan Berkemeier (Marsh Sydney), Julian Macey-Dare (Marsh), John Whelan (GCUK), Jason Austin (GCUK) and others dated 13 and 14 December 2017 (MAR.0004.0001.1166).

Email exchange between John Whelan (GCUK), Jason Austin (GCUK), Julian Macey-Dare (Marsh), Edward Smith (Marsh) and Brett Downes (GCUK) dated 14 December 2017 (MAR.0004.0001.1166).

Email from Brereton (BCC) to Ewan Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0003.0001.1822) attaching the To Whom It May Concern Letter (MAR.0003.0001.1824).

Email exchange between Girshita Singh (Marsh Sydney) and Ewan

Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0004.0001.1093).

Email exchange between Julian Macey-Dare (Marsh) and Ewan Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0004.0001.1088).

Email exchange between Ewan Berkemeier (Marsh Sydney), Chris McDermott (Marsh Sydney) and Eric Wojcik (Marsh Specialty) dated 14 December 2017 (MAR.0002.0001.0024).

Email exchange between Ewan Berkemeier (Marsh Sydney), Brereton (BCC) and Scott Newland (BCC) dated 14 December 2017 (MAR.0002.0001.0035).

Email exchange between Julian Macey-Dare (Marsh) and Tim Smith (Marsh) dated 14 December 2017 (MAR.0004.0001.1086).

Email exchange between Greg Brereton (BCC), Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney), Edward Smith (Marsh), John Whelan, Lex Greensill, Brett Downes, Ilkka Tales and Matt Costello (all GCUK) dated 15 September 2017 (MAR.0003.0001.1171).

Marsh's knowledge is also to be inferred from the nature of the LOS Policy (CSA.5000.0001.0082; CSA.5000.0001.0083) and the endorsements to that policy.

195EEA By around December 2017, Marsh knew, or alternatively ought to have known, that the only document or communication in its possession to which the Insurer was party purporting to confirm BCC's authority to bind the Insurer to policies and endorsements was the To Whom It May Concern Letter.

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T59.17-60.3; T60.21-61.10; T69.14-70.17; T80.11-81.19; T125.8-126.8; T143.25-144.24; T208.8-20; T209.10-210.1; T211.5-19.

Email from Tushar Gupta (BCC) to Brad dePlater (Marsh) dated 10 August 2017 (MAR.0004.0001.0597) and attached To Whom It May

Concern Letter dated 1 August 2017 (MAR.0004.0001.0600).

Email exchange between Girshita Singh (Marsh Sydney) and Ewan Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0004.0001.1093).

Email exchange between Julian Macey-Dare (Marsh) and Ewan Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0004.0001.1088).

Email exchange between Ewan Berkemeier (Marsh Sydney), Julian Macey-Dare (Marsh), John Whelan (GCUK) and others dated 14 December 2017 (MAR.0004.0001.1166).

Email from Brereton (BCC) to Ewan Berkemeier (Marsh Sydney) dated 14 December 2017 (MAR.0003.0001.1822) attaching the To Whom It May Concern Letter (MAR.0003.0001.1824).

Email exchange between Ewan Berkemeier (Marsh Sydney), Chris McDermott (Marsh Sydney) and Eric Wojcik (Marsh Specialty) dated 14 December 2017 (MAR.0002.0001.0024).

Email exchange between Ewan Berkemeier (Marsh Sydney), Greg Brereton (BCC) and Scott Newland (BCC) dated 14 December 2017 (MAR.0002.0001.0035).

Email exchange between Julian Macey-Dare (Marsh) and Tim Smith (Marsh) dated 14 December 2017 (MAR.0004.0001.1086).

Email from Edward Smith (Marsh) to Ewan Berkemeier (Marsh Sydney) dated 5 November 2020 (MAR.0006.0001.5317).

Email from Ewan Berkemeier (Marsh Sydney) to Edward Smith (Marsh) dated 5 November 2020 (MAR.0004.0004.6070), attaching the To Whom It May Concern Letter (MAR.0004.0004.6071).

Email from Ewan Berkemeier (Marsh Sydney) to Edward Smith (Marsh) and Julian Mace-Dare (Marsh), copied to Tim Smith (Marsh), dated 1 December 2020 (MAR.0003.0003.7404).

195EEB From around December 2017, Marsh knew, or alternatively ought to have

known that:

(a) Credit Suisse was relying upon the Limit Confirmation Letters and/or the Limit Confirmation Trackers (as described in paragraphs 195FF to 195HH below) to confirm that insurance was in place for each customer in sufficient amounts to provide coverage for the debts underpinning the Notes; and

(b) the existence of insurance for each customer, and thereby the contents of the Limit Confirmation Letters and/or the Limit Confirmation Trackers, was relevant to Credit Suisse in deciding whether to advance funding in consideration for the Notes.

Particulars

Marsh's knowledge is to be inferred from the matters pleaded in paragraph 195CC above and the nature of the Limit Confirmation Letters and/or Limitation Confirmation Trackers, and further or alternatively, the documents particularised below.

Email from John Whelan (GCUK) to Brereton and Lex Greensill, copied to Julian Macey-Dare (Marsh) and others, dated 14 December 2017 (BCC.0001.0005.0475).

Email exchange between Ewan Berkemeier (Marsh Sydney), Julian Macey-Dare (Marsh), John Whelan (GCUK), Jason Austin (GCUK) and others dated 13 and 14 December 2017 (MAR.0004.0001.1166).

Email from Julian Macey-Dare (Marsh) to Sophie Dyke (GCUK), copied to John Whelan (GCUK) and others, dated 18 January 2018 (AGB.0002.0003.3887), attaching the Limit Confirmation Letter (AGB.0002.0003.3890).

Email from Sophie Dyke (GCUK) to Edward Smith (Marsh) dated 16 February 2018 (CSA.5000.0001.0092).

Email from Sophie Dyke (GCUK) to Edward Smith (Marsh) and Julian Macey-Dare (Marsh), with Brett Downes (GCUK) copied, dated 14 March 2018 (AGB.0002.0003.3997).

Email from Edward Smith (Marsh) to Julian Macey-Dare (Marsh) and

John Whelan (GCUK), copied to Brett Downes (GCUK), dated 22 May 2018 (MAR.0014.0001.0926).

Email from Julian Macey-Dare (Marsh) to John Whelan (GCUK) and Brett Downes (GCUK), with Lex Greensill and others copied, dated 6 December 2018 (MAR.0004.0001.7176).

Email from Andreas Asche (CSAM) to Angus Ward (Marsh) copying Edward Smith (Marsh) and others, dated 20 June 2019 (MAR.0003.0002.4338).

Email dated 28 June 2019 from Andreas Asche (Credit Suisse Virtuoso) to Angus Ward (Marsh) and Edward Smith (Marsh) (MAR.0003.0002.4830).

Email exchange between Andreas Asche (Credit Suisse), Angus Ward (Marsh) and Edward Smith (Marsh), copied to Sophie Dyke (GCUK) and others, dated 1 July 2019 (CSA.5000.0002.2785).

Email from Angus Ward (Marsh) to Lukas Haas (Credit Suisse) and Ruzica Stowe (Credit Suisse), copied to Nina Egelhof (Credit Suisse) and others, dated 3 July 2019 (CSA.5000.0001.0679), attaching the Limit Confirmation Tracker (CSA.5000.0001.0680) and the draft Limit Confirmation Letter (CSA.5000.0001.0681).

Email from Andreas Asche (Credit Suisse) to Angus Ward (Marsh) and Edward Smith (Marsh), copied to Sophie Dyke (GCUK) and others, dated 10 July 2019 (MAR.0003.0002.5179).

Email from Edward Smith (Marsh) to Mark Pearce (GAM) and others, copied to Craig Pinnington (GCUK) and others, dated 28 February 2020 (MAR.0003.0002.9175).

Email from Julian Macey-Dare (Marsh) to Edward Smith (Marsh) and Ewan Berkemeier (Marsh Sydney) dated 14 August 2020 (MAR.0003.0003.5659).

File note authored by Julian Macey-Dare (Marsh) dated 14 August 2020 (MAR.0004.0004.2651).

Letter from Julian Macey-Dare (Marsh) to Lorna Croft (GCUK), dated 3 November 2020 (MAR.0003.0003.7092).

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T178.13-18; T182.8-13; T190.18-21.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T86.8-13; T190.25-191.3.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T185.17-186.9; T187.3-19; T188.13-189.12; T198.12-22.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T165.14-166.2; T167.1-168.16; T170.6-18; T171.8-22; T172.5-9.

195EEC From around November 2018, Marsh knew there was:

(a) a general quantum limit on BCC's authority, being circa AUD 50 million per buyer limit; and

(b) a possibility of BCC's quantum limit on authority being extended by an additional AUD 25 million, subject to special acceptance from its insurer and/or reinsurer.

Particulars

Email from Brereton (BCC) to Edward Smith (Marsh) and others dated 23 November 2018 (BCC.0001.0002.2083).

195EED As at the date of placing each of the 2018 Policy and the 2019 Policy, Marsh also knew, or alternatively ought to have known, that:

(a) the wording proposed for each of the policies associated with GCUK was bespoke and in a form materially different to trade credit insurance policies that are commonly used in the Australian market and/or materially different from the standard wording ordinarily used by BCC;

(b) the limits of liability and, to the extent included, the discretionary credit limits, proposed for the policies associated with GCUK were substantial and materially higher than trade credit insurance policies that were commonly used in the Australian market, and/or substantially greater than the limits communicated in around October 2017; and

(c) BCC had not completed an Intermediary Questionnaire regarding BCC's authority to offer insurance on behalf of IAL or provided an extract of the underwriting agreement with IAL confirming the existence of BCC's underwriting authority, duration of agreement, risks covered and related limits (or any extract thereof).

Particulars

Marsh's knowledge is to be inferred from the nature of the 2018 Policy and the 2019 Policy and the endorsements to those policies.

P.2 Misleading or deceptive conduct: limit confirmation trackers and letters

195FF Marsh provided to Credit Suisse Virtuoso or Credit Suisse Nova (as the case may be) an Excel spreadsheet called a Limit Confirmation Tracker (**Limit Confirmation Tracker**):

(a) between about June 2018 and February 2021, each time insurance cover was added for a new obligor or there was a change in insurance limits or limit allocations for any existing obligor; and

(b) between about July 2019 and February 2021, on or around the last day of each month.

Particulars

The Limit Confirmation Trackers, and the emails by which those documents were conveyed to Credit Suisse Virtuoso and Credit Suisse Nova in the period June 2018 to February 2021, examples of which are: CSA.0001.0006.2931; CSA.0001.0006.2933; CSA.0001.0006.2934; MMC_GCUK11_00000032; MMC_GCUK11_00000033; CSA.0001.0006.3750; CSA.0001.0006.3752; MMC_GCUK11_00000021; MMC_GCUK11_00000022; MMC_GCUK11_00002067; MMC_GCUK11_00002068; MMC_GCUK11_00002069; MMC_GCUK11_00002070;

MMC_GCUK11_00002071; MMC_GCUK11_00001174; MMC_GCUK11_00001175; MMC_GCUK11_00001176; MMC_GCUK11_00001177; MMC_GCUK11_00001178; MMC_GCUK11_00001890; MMC_GCUK11_00001891; MMC_GCUK11_00001892; MMC_GCUK11_00001893; MMC_GCUK11_00001894; MMC_GCUK11_00003954; MMC_GCUK11_00003955; MMC_GCUK11_00003957; MMC_GCUK11_00003958; MMC_GCUK11_00003960.

195GG Each Limit Confirmation Tracker recorded (amongst other information) for each listed customer of GCUK the total amount of insurance cover provided in respect of:

(a) Insured Notes that Credit Suisse Virtuoso or Credit Suisse Nova had already acquired that were backed by receivables of that customer; and

(b) Insured Notes that were or would be offered for acquisition by Credit Suisse Virtuoso or Credit Suisse Nova and would be backed by receivables of that customer,

and identified the insurance policies under which that cover had been provided.

Particulars

Typically, each Limit Confirmation Tracker listed the names of customers in one column on the left; insurance policy numbers were listed horizontally in a top row; and the total amount of insurance cover provided in respect of any individual customer was listed in a final column to the right.

195HH Each updated Limit Confirmation Tracker was provided to Credit Suisse Virtuoso and Credit Suisse Nova under cover of:

(a) a Loss Payee Limit Confirmation Letter (**Limit Confirmation Letter**); and/or

(b) an email from a Marsh employee.

Particulars

Credit Suisse repeats the particulars to paragraph 195FF above.

195II Each Limit Confirmation Letter:

(a) was on Marsh letterhead;

(b) stated either:

(i) *"We are writing to confirm the following insurance limits whereby the individual insurance coverage for each Obligor is outlined in the accompanying Excel file"*; or

(ii) *"Assuming you will acquire the entire tranche of notes issued pursuant to the pricing supplement, we hereby confirm that in relation to each Relevant Claim backing such tranche of notes (and taking into account all current outstanding Relevant Claims payable by the same Customer(s), backing all other outstanding notes acquired and currently held by you or the Insured under the Hoffman Programme), there is sufficient availability of the Customer Limit to ensure that each such Relevant Claim is covered under the Policy in accordance with its terms"*; and

(c) recorded in a table a list of customers and the total amount of insurance cover provided in respect of Notes that Credit Suisse Virtuoso or Credit Suisse Nova had already acquired and Notes that would be offered for acquisition by Credit Suisse Virtuoso or Credit Suisse Nova, consistently with the accompanying Limit Confirmation Tracker.

195IIA Marsh stated:

(a) on 12 April 2018, that amounts to be funded and described in a letter and spreadsheet supplied by Marsh were within the approved limits written by the Insurer;

Particulars

Email dated 12 April 2018 from Edward Smith (Marsh) to Lukas Haas (Credit Suisse) and others (CSA.5000.0001.2897) attaching letter dated 12 April 2018 from Edward Smith on behalf of Marsh Ltd to Credit Suisse (CSA.5000.0001.2898) and Excel Spreadsheet dated 12 April 2018 and titled 'Account Debtor Rolling Values v16.xlsx' (CSA.5000.0001.2899).

(b) on 28 June 2018, that it could confirm the attached Limit Confirmation

Tracker was a correct reflection of the position of each of Credit Suisse Virtuoso and Credit Suisse Nova as at that date;

Particulars

Email dated 26 June 2018 from Edward Smith (Marsh) to Lukas Haas (Credit Suisse) and others (MAR.0003.0001.4302).

(c) on 17 May 2019, following the removal of certain customers from a Limit Confirmation Tracker, that Marsh could confirm that assets that had already been purchased are still covered under the previous limits;

Particulars

Email dated 17 May 2019 from Angus Ward (Marsh) to Lukas Haas (Credit Suisse) and others (MMC_GCUK11_00000741).

(d) on 1 October 2019, in the course of providing information typically contained in a Limit Confirmation Tracker, that insurance cover was valid now for the identified customers; and

Particulars

Email dated 1 October 2019 from Edward Smith (Marsh) to Lukas Haas (Credit Suisse) (MMC_GCUK14_00000712).

(e) on 10 February 2020, following a query regarding a Limit Confirmation Tracker, that Credit Suisse Virtuoso was fully insured for all notes it was currently holding.

Particulars

Email dated 10 February 2020 from Edward Smith (Marsh) to Lukas Haas (Credit Suisse) (CSA.5000.0001.1433).

195IIB On 28 June 2019 Credit Suisse:

(a) informed Marsh that it was working on the assumption that the maximum insurance coverage amounts of the obligors which Marsh provided in the Limit Confirmation Trackers were true, fair and reviewed by Marsh; and

(b) requested that Marsh also provide Limit Confirmation Trackers formalised in a signed letter on a monthly basis.

Particulars

Email dated 28 June 2019 from Andreas Asche (Credit Suisse) to Angus Ward (Marsh) and Edward Smith (Marsh) (MAR.0003.0002.4830).

195IIC In response to Credit Suisse's request on 28 June 2019, Marsh:

(a) provided the Limit Confirmation Trackers referred to in 195FF(b) above; and

(b) did not make any express statement to Credit Suisse regarding its working assumption pleaded in paragraph 195IIB(a) above.

195IID At no point prior to February 2021, when Marsh sent the last Limit Confirmation Tracker and Limit Confirmation Letter to Credit Suisse, did Marsh inform Credit Suisse that:

(a) BCC was not, or might not have been, authorised to agree the terms of and issue, on behalf of the Insurer: (i) the 2018 Policy; (ii) the 2019 Policy; (iii) the endorsements to the 2019 Policy;

(b) Brereton was not, or might not, have been authorised to agree the terms of and issue, on behalf of the Insurer: (i) the 2018 Policy; (ii) the 2019 Policy; (iii) the endorsements to the 2019 Policy;

(c) each of the 2018 Policy, the 2019 Policy and the endorsements thereto were not, or may not be, valid, enforceable and binding on the Insurer; or

(d) the contents of the Limit Confirmation Letters and Limit Confirmation Trackers were not true, fair and reviewed by Marsh.

195JJ In the circumstances pleaded in paragraphs 195BB to 195IID, by sending each of:

(a) the Limit Confirmation Trackers; and, or alternatively,

(b) the Limit Confirmation Letters,

Marsh represented that at the time of sending the Limit Confirmation Trackers or the Limit Confirmation Letters as the case may be:

(c) BCC and Brereton were authorised to agree the terms of, and enter into,

the 2018 or 2019 Policy, as the case may be, on behalf of the Insurer;

(d) BCC and Brereton were authorised to agree the terms of, and issue, the endorsements to the 2018 or 2019 Policy, as the case may be, on behalf of the Insurer;

(e) each of the 2018 Policy, the 2019 Policy and the endorsements thereto were valid, enforceable and binding on the Insurer; and/or alternatively

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T179.21-23.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T185.17-186.9; T188.13-20; T198.12-22.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T152.1-13; T162.1-7; T164.1-9; T167.1-168.16.

(f) Marsh:

(i) had reasonable grounds for believing each of the matters in (c) to (e); and

(ii) was not aware of any matters that suggested each of (c) to (e) was not correct,

(each of (i) to (ii) is a **Marsh Reasonable Grounds Representation**),

(each of (c) to (f) is a **Marsh Authority Representation**).

195KK Further and in the alternative, in the circumstances pleaded in paragraphs 195BB to 195IID, Marsh represented that at the time of sending the Limit Confirmation Trackers or the Limit Confirmation Letters as the case may be:

(a) Credit Suisse Virtuoso and Credit Suisse Nova were entitled to receive the benefit of the cover under the 2018 or 2019 Policy, as the case may be;

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T179.21-23.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T185.17-186.9; T188.13-20; T198.12-22.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T152.1-13; T162.1-7; T164.1-9.

(b) the Notes held by Credit Suisse Virtuoso and Credit Suisse Nova related to debts falling within the meaning of the term "Eligible Debt" as defined in the 2018 or 2019 Policy, as the case may be;

(c) each of the Notes held by Credit Suisse Virtuoso and Credit Suisse Nova fell within the meaning of the term "Asset" as defined in the 2018 or 2019 Policy, as the case may be;

(d) the 2018 or 2019 Policy, as the case may be, would provide cover that was adequate and sufficient to cover the amounts advanced and to be advanced by Credit Suisse Virtuoso and Credit Suisse Nova in consideration for the Notes; and, or alternatively,

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T179.21-23.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T185.17-186.9; T188.13-20; T198.12-22.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T152.1-13; T162.1-7; T164.1-9.

(e) each Limit Confirmation Tracker and Limit Confirmation Letter (as the case may be) accurately reflected the available Customer Limit (as defined in the 2018 Policy and the 2019 Policy) for the applicable Customer under the applicable policy, as at the date it was sent (**Marsh Limits Representation**),

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T171.8-22; T172.5-9.

(each of (a) to (e) is a **Marsh Policy Response Representation**).

195LL The Marsh Authority Representations and the Marsh Policy Response Representations were made in trade and commerce.

195LLA The Marsh Authority Representations and the Marsh Policy Response Representations were continuing representations that were not withdrawn or corrected at any time.

195MM By reason of the matters alleged in paragraphs 195CC to 195LL above, by making one or both of the Marsh Reasonable Grounds Representations, Marsh engaged in conduct:

(a) that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL; and, or alternatively,

(b) in relation to financial services that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 12DA of the ASIC Act.

195NN But for one or both of the Marsh Reasonable Grounds Representations, Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195OO In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of Marsh pleaded at paragraph 195MM above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of

those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

195PP Further and in the alternative, given:

(a) BCC and/or Brereton was not authorised to agree the terms of, or enter into, the 2019 Policy on behalf of the Insurer;

(b) BCC and/or Brereton was not authorised to agree the terms of, or issue, the endorsements to the 2019 Policy on behalf of the Insurer;

(c) the 2019 Policy and the endorsements thereto are not binding on the Insurer;

(d) Credit Suisse Virtuoso and Credit Suisse Nova are not entitled to receive the benefit of the cover under the 2019 Policy,

then, by making the Marsh Authority Representations, Marsh engaged in conduct:

(e) that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL; and, or alternatively,

(f) in relation to financial services that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 12DA of the ASIC Act.

195PPA Further and in the alternative, if, as is alleged by certain of the Respondents in their defences in these proceedings:

(a) some or all of the debts backing the Notes do not fall within the meaning of the term "Eligible Debt" as defined in the 2019 Policy;

(b) some or all of the Notes acquired by Credit Suisse Virtuoso and Credit Suisse Nova are not an "Asset" within the meaning of the 2019 Policy;

(c) the 2019 Policy does not provide Credit Suisse Virtuoso and Credit

Suisse Nova with cover that is sufficient to cover the amounts advanced by Credit Suisse Virtuoso and Credit Suisse Nova in consideration for the Notes; and, or alternatively,

(d) if, and to the extent that the "Loss" exceeds the "Applicable Limit of Liability" or the "Maximum Limit of Liability" in respect of relevant "Customers" within the meaning of the 2019 Policy, there is no coverage,

then, by making the Marsh Policy Response Representations, Marsh engaged in conduct:

(e) that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL; and, or alternatively,

(f) in relation to financial services that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 12DA of the ASIC Act.

195QQ But for the Marsh Authority Representations and the Marsh Policy Response Representations (or one or more of them), Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195RR In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of Marsh pleaded at paragraphs 195PP and 195PPA above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

P.3 Governing law for negligence claims

195SS The claims in negligence and negligent misstatement pleaded at paragraphs 195TT to 195YY, 195ZZ to 195GGG and 195TTT to 195ZZZ below are

governed by the law of England and Wales, and are claims that are not subject to any Australian statutory proportionate liability regime.

P.4 Negligent misstatement

195TT Marsh knew that Credit Suisse Virtuoso and Credit Suisse Nova would rely on the Marsh Authority Representations and the Marsh Limits Representation (or one or more of them) when advancing funding in consideration for Notes.

Particulars

This can be inferred from the matters set out in paragraphs 195BB to 195IID above.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T136.5-19.

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T187.3-19; T188.21-189.12.

195UU By undertaking to send the Limit Confirmation Trackers and/or Limit Confirmation Letters, Marsh assumed a responsibility to exercise reasonable care to ensure that the sending of those documents did not convey representations that were inaccurate.

195VV In the premises of paragraphs 195TT to 195UU above, Marsh owed Credit Suisse Virtuoso and Credit Suisse Nova a duty to exercise reasonable skill and care to ensure that the sending of Limit Confirmation Trackers and/or Limit Confirmation Letters did not convey representations that were inaccurate.

Particulars

The circumstances that support the existence of a duty include:

(i) the knowledge of Marsh of the matters pleaded at paragraph 195BB to 195IID and 195TT above;

(ii) the assumption of responsibility pleaded in paragraph 195UU above;

(iii) it was reasonably foreseeable that, as loss payees under the 2018

and 2019 Policies, Credit Suisse Virtuoso and Credit Suisse Nova would rely on the Marsh Authority Representations and the Marsh Limits Representation in advancing funding and acquiring Assets as defined in the 2018 and 2019 Policies, and that Credit Suisse Virtuoso and Credit Suisse Nova would suffer loss if Marsh failed to exercise reasonable care when sending the Limit Confirmation Trackers and the Limit Confirmation Letters;

(iv) it was reasonable for an entity in the position of Credit Suisse Virtuoso and Credit Suisse Nova to rely on the Marsh Authority Representations and the Marsh Limits Representation;

(v) the imposition of a duty of care upon Marsh to Credit Suisse Virtuoso and Credit Suisse Nova is analogous to well established categories of relationship in which a duty of care is owed;

(vi) Marsh and each of Credit Suisse Virtuoso and Credit Suisse Nova were in a relationship of proximity; and

(vii) it is just and reasonable to impose a liability on Marsh for loss suffered by each of Credit Suisse Virtuoso and Credit Suisse Nova resulting from their reliance on the Marsh Authority Representations and the Marsh Limits Representation.

195WW In the premises of paragraphs 195CC to 195EED above, Marsh failed to exercise reasonable skill and care when making the Marsh Authority Representations.

Particulars

A reasonable entity in Marsh's position would not have sent the Limit Confirmation Trackers and Limit Confirmation Letters in circumstances where Marsh:

(i) had the knowledge pleaded at paragraphs 195CC to 195EED; and

(ii) had not taken the steps pleaded in paragraph 195CCC(a) to (h) below.

195WWA If the circumstances in paragraph 195PPA(d) are established by any respondent, Marsh failed to exercise reasonable skill and care when making

the Marsh Limits Representation.

Particulars

A reasonable entity in Marsh's position would not have sent the Limit Confirmation Trackers and Limit Confirmation Letters in circumstances where Marsh:

(i) had the knowledge pleaded at paragraphs 106EE to 195EED; and

(ii) had not taken the steps pleaded in paragraph 195CCC(i) below.

Loss and damage

195XX If Marsh had not made the Marsh Authority Representations and the Marsh Limits Representation (or one or more of them), Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195YY In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage:

(a) as the result of the breach of duty by Marsh pleaded at paragraph 195WW above; and/or

(b) if the circumstances in paragraph 195PPA(d) are established by any respondent, as the result of the breach of duty by Marsh pleaded at paragraph 195WWA above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

P.5 Negligence

Duty of Care

195ZZ At all material times, Marsh owed to Credit Suisse Virtuoso and Credit Suisse Nova a duty to use reasonable skill and care in obtaining a policy of trade credit insurance for the intended commercial transaction described in paragraph 195CC above (**Marsh Duty to Obtain Cover**).

Particulars

The circumstances that support the existence of a duty include:

(i) the knowledge of Marsh of the matters pleaded at paragraphs 195BB to 195EED above;

(ii) it was reasonably foreseeable that, as loss payees under the 2019 Policy, Credit Suisse Virtuoso and Credit Suisse Nova would rely on the 2019 Policy and its endorsements, and would suffer loss if Marsh failed to exercise reasonable care in obtaining a policy appropriate and adapted to the intended commercial transaction;

(iii) the terms of Marsh's retainer with GCUK, GCPL and/or GBAG (CSA.0001.0051.0002), pursuant to which Marsh was (among other things) contractually obliged to provide such a policy;

(iv) the imposition of a duty of care upon Marsh to Credit Suisse Virtuoso and Credit Suisse Nova is analogous to well established categories of relationship in which a duty of care is owed;

(v) Marsh and each of Credit Suisse Virtuoso and Credit Suisse Nova were in a relationship of proximity; and

(vi) it is fair, just and reasonable to impose a liability on Marsh for loss suffered by each of Credit Suisse Virtuoso and Credit Suisse Nova resulting from Marsh’s failure to exercise reasonable care to obtain an appropriate policy.

195AAA On around 14 December 2017, Marsh assumed a responsibility to loss payees in the position of Credit Suisse Virtuoso and Credit Suisse Nova to confirm valid, binding and enforceable insurance was in place with respect to the

Notes and/or ascertain whether BCC and Brereton were authorised by the Insurer to enter into insurance that provided for sufficient indemnity limits to cover losses of the loss payees.

Particulars

The assumption of responsibility is inferred from:

(i) the matters alleged at paragraphs 195BB to 195IIC above;

(ii) email exchange between Julian Macey-Dare (Marsh) and Ewan Berkemeier (Marsh Sydney) and others dated 14 and 15 December 2017 (CMS.007.001.1410 / CMS.007.001.1415);

(iii) email from Ewan Berkemeier (Marsh Sydney) to Brereton (BCC) dated 15 December 2017 (CMS.007.001.1004) and Brereton's response (CMS.007.001.0009);

(iv) emails from Brereton (BCC) to John Whelan (GCUK), Lex Greensill, Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney) and others dated 15 December 2017 (CMS.007.001.1533);

(v) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T182.8-13; T190.18-21;

(vi) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T86.8-13; T190.25-191.3; and

(vii) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T185.17-186.9; T187.3-19; T188.13-189.12; T198.12-22.

Further particulars may be provided after discovery and evidence.

195BBB Further, at all material times, Marsh owed Credit Suisse Virtuoso and Credit Suisse Nova a duty to exercise reasonable care in:

(a) its dealings with Credit Suisse Virtuoso and Credit Suisse Nova,

including in respect of the accuracy of the Limit Confirmation Letters and Limit Confirmation Trackers; and

(b) confirming valid, binding and enforceable insurance was in place with respect to the Notes and/or confirming that BCC and Brereton were authorised by the Insurer to enter into insurance that provided for sufficient indemnity limits to cover losses of the loss payees in respect of Insured Notes (**Marsh Duty to Confirm Authority Limits**).

Particulars

The salient features that support the existence of a duty include:

(i) the knowledge of Marsh of the matters pleaded at paragraphs 195CC to 195EED above;

(ii) the assumption of responsibility pleaded in paragraph 195AAA above;

(iii) it was reasonably foreseeable that, as loss payees under the 2018 and 2019 Policies, Credit Suisse Virtuoso and Credit Suisse Nova would rely on the 2018 and 2019 Policies and their endorsements, and the manner in which BCC and/or Brereton executed those documents, in advancing funding and acquiring Assets as defined in the 2018 and 2019 Policies;

(iv) it was reasonable for an entity in the position of Credit Suisse Virtuoso and Credit Suisse Nova to proceed on the basis that the 2018 and 2019 Policies and their endorsements were not invalid or unenforceable by reason that they were executed in excess of authority;

(v) the terms and scope of BCC's and/or Brereton's authority or delegations from the Insurer were not publicly available and, on their terms, were confidential;

(vi) it was within the control of Marsh to require further and better evidence of BCC's and Brereton's authority to bind the Insurer to the 2018 and 2019 Policies;

(vii) the imposition of a duty of care upon Marsh to Credit Suisse

Virtuoso and Credit Suisse Nova in such circumstances is analogous to well established categories of relationship in which a duty of care is owed;

(viii) Marsh and each of Credit Suisse Virtuoso and Credit Suisse Nova were in a relationship of proximity; and

(ix) it is fair, just and reasonable to impose a liability on Marsh for loss suffered by each of Credit Suisse Virtuoso and Credit Suisse Nova resulting from Marsh's failure to exercise reasonable care in respect of the matters alleged.

Further particulars may be provided after discovery and evidence.

Precautions

195CCC A reasonable person in the position of Marsh would have taken the following precautions to satisfy the Marsh Duty to Obtain Cover and/or the Marsh Duty to Confirm Authority Limits prior to sending any Limit Confirmation Trackers and the Limit Confirmation Letters:

(aa) when onboarding BCC prior to the inception of any policy:

(i) obtaining a complete copy of:

(A) the agreement between BCC and the Insurer regarding agency, to ascertain the existence, duration of agreement and related limits on BCC's authority to bind the Insurer; and/or

(B) other documents referred to in that agreement relevant to the scope of BCC's authority, including any underwriting manual and guidelines referred to;

(iia) in the event that BCC did not provide the documents described in (i), contacting the Insurer to obtain that documentation;

(ii) not accepting the To Whom It May Concern Letter as sufficient evidence of BCC's and Brereton's authority to bind the Insurer;

(iii) performing searches of the Australian Securities and Investments

Commission register to confirm BCC was an authorised representative of the Insurer and, if it was not, to investigate why that was so;

(iv) reviewing the documentation identified in sub-paragraph (i) above and requesting clarification from BCC regarding any anomalies in those documents;

(v) ensuring that a senior staff member who would not be involved in the placing of any risk under any policy reviewed the documentation referenced in sub-paragraph (i) above;

(vi) seeking from the Insurer direct written confirmation of BCC and Brereton's authority to bind the Insurer; and/or

(vii) establishing systems or processes to:

(A) review on an annual basis the ongoing authority of BCC and Brereton to bind the Insurer; and

(B) maintain a list of acceptable security identifying whether BCC and Brereton were approved by Marsh to underwrite insurance on behalf of the Insurer;

(ab) prior to the inception of each of the 2018 Policy and 2019 Policy:

(i) having taken the precautions described in sub-paragraph (aa) above, ensuring that BCC was still included on Marsh's list of acceptable security;

(ii) reviewing the 2018 Policy and 2019 Policy against the documents described in sub-paragraph (aa)(i) above to confirm that BCC had the authority to enter into the 2018 Policy and 2019 Policy on behalf of the Insurer;

(iii) seeking from the Insurer direct written confirmation of BCC and Brereton's authority to bind the Insurer to an insurance policy that provided for sufficient indemnity limits to cover losses of the loss payees in the event the review described in sub-paragraph (ii) above raised any anomalies;

(ac) prior to issuing endorsements or amending the existing policies, reviewing each endorsement for any anomalies and confirming with the Insurer that BCC had authority to issue each endorsement;

(ad) prior to sending each Limit Confirmation Tracker and Limit Confirmation Letter, ensuring, or satisfying itself, that the total amount of insurance cover available in respect of each Customer was accurately reflected in each Limit Confirmation Letter and Limit Confirmation Tracker, having regard to the terms of the 2018 Policy and 2019 Policy;

(ae) throughout the period in which Marsh was sending Limit Confirmation Trackers and Limit Confirmation Letters:

(i) reviewing accumulating GCUK exposures on an ongoing basis;

(ii) notifying their client of the significant concentration of risk through the risk acceptances of BCC and Brereton and potential implications for insurance recovery;

(iii) investigating the authority of BCC and Brereton to write the monetary limits that Brereton was agreeing to write, having regard to:

(A) the significant disparity between the limits being agreed to by BCC and the previous statement of limitation by BCC on its general authority to write trade credit insurance made in about October 2017;

(B) the objectively high customer and aggregate limits of cover being agreed to by Brereton; and

(C) the frequency of agreement of Brereton to high monetary limits, both on a customer and aggregate basis;

(iv) immediately seeking written confirmation from the Insurer of BCC and Brereton's authority, in particular, limits on authority to write risk;

(v) undertaking an annual review of BCC's authority to issue the non-standard policy wordings and endorsements, including requiring

completion of Marsh's Intermediary Questionnaire annually;

(vi) cross-referencing the endorsement, limit amount and indemnity against the registered limit in the portal maintained by BCC;

(vii) maintaining a record of all bound policies and limits, inception dates and expiry dates of those limits bound by BCC;

(viii) notifying their client of the terms and conditions of the discretionary credit limits set out in the policy and the fact that discretionary credit limits are contingent upon compliance with the underwriting justification criteria and all other policy terms and conditions; and

(ix) notifying the loss payees of any risk that Marsh was aware of that the insurance in place with respect to the Notes would not respond to cover losses of the loss payees in respect of Insured Notes;

(af) at or around 9 April 2019, when TMMA acquired 100% of the shareholding in Bond (who owned 99.9% of the shareholding in BCC) and 0.01% of the shareholding in BCC:

(i) obtaining a complete copy of:

(A) the agreement between BCC and TMMA regarding agency, to ascertain the existence, duration of agreement and related limits on BCC's authority to bind TMMA; and/or

(B) other documents referred to in that agreement relevant to the scope of BCC's authority, including any underwriting manual and guidelines referred to;

(ii) reviewing the documentation identified in sub-paragraph (i) above and requesting clarification from BCC regarding any anomalies in those documents; and

(iii) ensuring that a senior staff member who would not be involved in the placing of any risk under any policy reviewed the documentation referenced in sub-paragraph (i) above; and

(ag) not proceed to place the insurances with BCC without obtaining written confirmation from the Insurer that BCC and Brereton had authority to

issue insurance on the proposed wording(s) at the proposed limits in respect of the subject matter of the proposed insurance.

(a) [NOT USED]

(b) [NOT USED]

(c) [NOT USED]

(d) [NOT USED]

(i) [NOT USED]

(ii) [NOT USED]

(e) [NOT USED]

(f) [NOT USED]

(g) [NOT USED]

(h) [NOT USED]

(i) [NOT USED]

195DDD Further, or in the alternative, in circumstances where:

(a) Marsh had the knowledge pleaded at 195CC to 195EED above;

(b) Marsh had assumed the responsibility pleaded in paragraph 195AAA above and the responsibility pleaded in paragraph 195UU; and

(c) Marsh knew it had not taken the precautions pleaded in paragraph 195CCC,

a reasonable person in the position of Marsh would not have sent each of the Limit Confirmation Trackers and the Limit Confirmation Letters without first having sought from the Insurer direct written confirmation of BCC and Brereton's authority to bind the Insurer to an insurance policy that provided for sufficient indemnity limits to cover at least the limits set out in the relevant Limit Confirmation Tracker and/or Limit Confirmation Letter.

195EEE In failing to take the precautions pleaded at paragraph 195CCC above, and, or

alternatively, the precautions pleaded at paragraph 195DDD, Marsh breached the Marsh Duty to Obtain Cover and, or alternatively, the Marsh Duty to Confirm Authority Limits.

Loss and damage

195FFF Given BCC and/or Brereton did not have actual authority to enter into insurance that provided for sufficient indemnity limits to cover losses of the loss payees, then but for Marsh's breaches pleaded at paragraph 195EEE, the 2018 and 2019 Policies would not have been concluded and/or in any event, Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195FFFA If the circumstances in paragraph 195PPA(d) are established by any respondent, then but for Marsh's breach pleaded at paragraph 195EEE, the 2018 and 2019 Policies would not have been concluded and/or in any event, Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195GGG In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage as the result of the breaches of duty by Marsh pleaded at paragraph 195EEE.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire the Notes, plus Recovery Costs in respect of those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

P.6 Misleading or deceptive conduct: Marsh's 2020 Conduct

195HHH By no later than early July 2020, Marsh knew that BCC and TMMA were of the view that:

(a) Brereton had, on behalf of BCC, executed or agreed to insurance policies

or endorsements in excess of internal policy documents or underwriting guidelines;

(b) some of those policies or endorsements had been executed or agreed to by Brereton on behalf of BCC as, or purportedly as, agent for the Insurer;

(c) the insureds under some of those policies or endorsements were one or more of the members of the Greensill Group;

(d) neither BCC nor Brereton had authority to bind risk on the Insurer and that such authority had ended upon the original expiration date of any then existing policy;

(e) Brereton's authority to bind risk on TMNF was reduced on 1 June 2020 and that no new exposures were to be bound, nor any extensions granted to Greensill;

(f) all existing limits on Greensill buyers had been set to nil in BCC's policy system; and

(g) no new extensions would be provided to any existing policy and no new limits would be granted on any policy with the explicit approval of Toby Guy until further instruction.

Particulars

(i) Mark Callahan's (TMMA/BCC) voicemail to Angus Ward (Marsh) on around 2 July 2020.

(ii) Email from Mark Callahan (TMMA/BCC) to Ewan Berkemeier (Marsh Sydney) and Angus Ward (Marsh) and others dated 2 July 2020 (CSA.0001.0015.0008).

(iii) Phone conversation between Toby Guy (TMMA/BCC) and Julian Macey-Dare (Marsh) on around 3 July 2020 (MAR.0004.0003.8483).

(iv) Email from Toby Guy (TMMA/BCC) to Julian Macey-Dare (Marsh), Ewan Berkemeier (Marsh Sydney) and Edward Smith (Marsh) dated 3 July 2020 (MAR.0002.0001.3308).

(v) Conference call between Toby Guy (TMMA/BCC), Scott Newland (BCC), Chris Blake (BCC), Ewan Berkemeier (Marsh Sydney), Edward Smith (Marsh), Julian Macey-Dare (Marsh) and others on around 8 July 2020 (MAR.0006.0001.4880).

(via) Email from Julian Macey-Dare (Marsh) to Jeremy Meredith (Marsh) copied to Nick Havers (Marsh) and others, dated 3 August 2020 (MAR.0011.0001.0003).

(vi) Letter from Toby Guy (TMMA/BCC) to GCPL, GCUK and GBAG, copied to Marsh dated 4 August 2020 (CSA.0001.0008.0327).

(vii) Letter from Mark Callahan (TMMA/BCC) to GCPL, GBAG and GCUK dated 28 August 2020 sent by email to Marsh (CSA.0001.0015.0006).

(viii) Letter from Toby Guy (TMMA/BCC) on behalf of BCC to GCPL, GBAG and GCUK dated 1 September 2020 (MMC_GCUK08_00022720), which was attached to an email sent from Toby Guy to Lex Greensill (GCUK), Markus Nuennerich (Greensill Bank), copying Ewan Berkemeier (Marsh Sydney), Julian Macey-Dare (Marsh) and Edward Smith (Marsh) (MMC_GCUK08_00022719).

(ix) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 4, T62.20-24; T63.7-16.

(x) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T52.24-53.1; T61.21-62.6.

195III Further, by no later than early July 2020, Marsh knew that:

(a) Credit Suisse Virtuoso and Credit Suisse Nova would not have acquired, and would not acquire, Notes, save in circumstances where there was confirmation of insurance in respect of those Notes from Marsh;

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered)

Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T162.1-7; T164.1-9.

(b) Marsh had issued Limit Confirmation Letters and the Limit Confirmation Trackers to Credit Suisse Virtuoso and Credit Suisse Nova since 20 June 2018 and continued to issue them;

(c) Marsh had made one or more of the Marsh Authority Representations and, or alternatively, the Marsh Policy Response Representations to Credit Suisse Virtuoso and Credit Suisse Nova in the period 20 June 2018 up to 26 February 2021;

(d) Credit Suisse Virtuoso and Credit Suisse Nova had relied upon the Limit Confirmation Letters, Limit Confirmation Trackers and, or alternatively, the Marsh Authority Representations and, or alternatively, the Marsh Policy Response Representations in acquiring Notes;

(e) given the views of BCC and TMMA pleaded above at 195HHH:

(i) the Insurer might assert that it was not bound by the 2019 Policy or the endorsements to that policy; and/or

(ii) the Insurer might not be bound by the 2019 Policy or the endorsements to it;

(f) Credit Suisse Virtuoso and Credit Suisse Nova may not be entitled to receive the benefit of any cover under the 2019 Policy;

(g) Credit Suisse Virtuoso and Credit Suisse Nova may not have the benefit of any insurance in respect of the Notes acquired by them;

(h) Credit Suisse Virtuoso and Credit Suisse Nova may suffer loss or damage if there were failures to repay the trade credit debts that were purportedly the subject of the 2019 Policy and the endorsements to it;

(i) Credit Suisse Virtuoso and Credit Suisse Nova might suffer further loss should they acquire additional Notes in the future; and

(j) Brereton had been dismissed from BCC on the basis that he had breached his underwriting authority.

Particulars

(i) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T51.1-7; T51.12-52.6.

(ii) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T82.5-16.

(iii) Conference call between Toby Guy (TMMA/BCC), Scott Newland (BCC), Chris Blake (BCC), Lex Greensill (GCUK), Ewan Berkemeier (Marsh Sydney), Edward Smith (Marsh), Julian Macey-Dare (Marsh) and others on around 8 July 2020 (MAR.0006.0001.4878).

(iv) Conference call between Lex Greensill (GCUK), Edward Smith (Marsh) and Julian Macey-Dare (Marsh) on around 8 July 2020 (MAR.0002.0001.3323).

195IIIA By no later than 4 August 2020, Marsh was informed that:

(a) on 2 July 2020, BCC had become aware that Brereton had sought to bind BCC to limits in relation to customers of the Greensill Group in circumstances where the customer limit sought to be approved by Brereton was in excess of his delegated authority;

(b) as a result, BCC had commenced an investigation into the dealings between the Greensill Group and Brereton;

(c) that investigation would be considering endorsements issued in relation to the 2019 Master Policy and policies TS-03088 and TS-03087 and endorsements to those policies, as well as all of Brereton's other dealings with the Greensill Group where Brereton has acted outside the scope of his delegated authority;

(d) based on the investigation undertaken to date BCC and Tokio Marine understood that Brereton had during the period June 2019 to July 2020 signed numerous documents with the Greensill Group (Documents Under Investigation);

(e) nothing contained in correspondence to date should be construed as an admission by BCC that it is necessarily on risk in relation to the Documents Under Investigation; and

(f) BCC would be in a position to inform the Greensill Group as to its position in relation to the Documents Under Investigation upon completion of its investigation.

Particulars

(i) Letter from Toby Guy (TMMA/BCC) send to Ewan Berkemeier (Marsh Sydney) and Edward Smith (Marsh) dated 4 August 2020) (GBA.0004.0007.5302).

(ii) Conference call with Liz Coles (GCUK), Divya Eapen (GCUK), Andrew Kuyk (GCUK), Edward Smith (Marsh) and Julian Macey Dare (Marsh) on 14 August 2020 (MAR.0004.0004.2650).

(iii) Letter from Mark Callahan (TMMA) to Lex Greensill, Markus Nunnerich (GBAG), Edward Smith (Marsh) and Ewan Berkemeier (Marsh Sydney) dated 28 August 2020 (AGB.0002.0003.5403).

(iv) Letter from Toby Guy (TMMA/BCC) on behalf of BCC to GCPL, GCUK and GBAG dated 1 September 2020 (MMC_GCUK08_00022720).

195IIIB From about 4 August 2020, Marsh formed the view that its ability to confirm cover to loss payees such as Credit Suisse Virtuoso and Credit Suisse Nova was compromised.

Particulars

(i) Conference call between Julian Macey-Dare (Marsh), Liz Coles (GCUK), Divya Eapen (GCUK), Andrew Kuyk (GCUK) and Edward Smith (Marsh) on 14 August 2020 (MAR.0004.0004.2650).

(ii) Conference call between Julian Macey-Dare (Marsh) and Lex Greensill on 14 September 2020 (MAR.0004.0004.3676).

(iiia) Dictation from Julian Macey-Dare (Marsh) dated 9 October 2020 (MAR.0004.1000.1575).

(iii) Email exchange between Lex Greensill, Julian Macey-Dare (Marsh) and Toby Guy (TMMA/BCC) dated 13 November 2020 (AGB.0002.0005.1372).

(iv) Email from Julian Macey-Dare (Marsh) to Lex Greensill dated 17 November 2020 (AGB.0002.0005.1372).

(v) Email exchange between Lex Greensill and Julian Macey-Dare (Marsh) dated 23 November 2020 (MAR.0002.0001.3661).

(vi) Email exchange between Andrew Kuyk (GCUK), Julian Macey-Dare (Marsh) and Edward Smith (Marsh) dated 19 November 2020 (MAR.0004.0004.6605).

(vii) Email exchange between Ewan Berkemeier (Marsh Sydney) and Joaquim Smith (TMMA) dated 25 November 2020 (MAR.0004.0004.6724).

(viii) Email from Joaquim Smith (TMMA) to Ewan Berkemeier (Marsh Sydney) dated 1 December 2020 (MAR.0003.0003.7402) attaching IAL AAR Agreement (MAR.0003.0003.7403).

(ix) Email from Edward Smith (Marsh) to Lex Greensill forwarding an extract of the IAL AAR Agreement dated 2 December 2020 (MAR.0004.0004.6918).

(x) Letter from Oenone Ritman (IAG) to GCPL, GBAG and Ewan Berkemeier (Marsh Sydney) dated 14 January 2021 (MAR.0002.0001.3725).

(xi) Email from Julian Macey-Dare (Marsh) to Edward Smith (Marsh) dated 14 January 2021 (MAR.0002.0001.3731).

(xii) Telephone conversation between Julian Macey-Dare (Marsh), Edward Smith (Marsh) and Jonathan Lane (GCUK) on 14 January 2021 (MAR.0006.0001.5444).

(xiii) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T90.5-8.

(xiv) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T152.1-13; T164.17-165.8.

195JJJ By no later than 7 August 2020, Marsh had formed the view that BCC was reconsidering its agreement to honour its previous commitments regarding all insurance cover in place, including pursuant to the 2019 Policy.

Particulars

Letter from Ewan Berkemeier (Marsh Sydney) to Toby Guy (BCC/TMMA) dated 7 August 2020 (MMC_GCUK14_00001929).

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T71.16-72.6.

195JJJA By no later than around November 2020, Marsh:

(a) knew that KPMG was investigating concerns as to:

(i) whether BCC was an authorised representative of the Insurer; and

(ii) the To Whom It May Concern Letter, including that even on face value, the scope and any limits of BCC's authority under that letter was unclear;

(b) had formed the view that BCC was ignoring or refusing to respond to Marsh and was not complying with what Marsh considered to be its contractual obligations in relation to the 2019 Policy; and

Particulars

(i) Email exchange between Lex Greensill, Julian Macey-Dare (Marsh) and Toby Guy (TMMA/BCC) dated 13 November 2020 (MAR.0004.0004.6377).

(ii) Email from Julian Macey-Dare (Marsh) to Lex Greensill dated 17 November 2020 (AGB.0002.0005.1372).

(iii) Email exchange between Lex Greensill and Julian Macey-Dare (Marsh) dated 23 November 2020 (MAR.0002.0001.3661).

(c) had formed the view that it should not continue to confirm coverage to loss payees.

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T38.24-39.21.

195JJJAA By no later than 13 November 2020, Marsh had formed the view that the Insurer was unlikely to honour claims made under the 2018 Policy and the 2019 Policy.

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T143.19-144.1; T144.16-25; T147.22-148.11.

195JJJB By no later than around 1 December 2020, Marsh knew that:

(a) the only agreement regarding authority it had a copy of between the Insurer and BCC/Brereton provided that the agreement terminated on 30 June 2019 and policies written prior to that date must not exceed the term of 12 months; and

(b) there was a risk that policies that did not comply with the stipulation in (a) were invalid.

Particulars

(i) Email from Joaquim Smith (TMMA) to Ewan Berkemeier (Marsh Sydney) dated 1 December 2020 (MAR.0003.0003.7402) attaching IAL AAR Agreement (MAR.0003.0003.7403).

(ii) Email from Edward Smith (Marsh) to Lex Greensill forwarding an extract of the IAL AAR Agreement dated 2 December 2020 (MAR.0004.0004.6918).

195JJJC By no later than around 14 January 2021, Marsh was informed that the Insurer:

(a) considered Brereton had signed documents purportedly on its behalf but without its knowledge, consent or actual authority; and

(b) was reserving all of its rights regarding the conduct of Brereton, BCC, the Greensill Group and Marsh.

Particulars

(i) Letter from Oenone Ritman (IAG) to GCPL, GBAG and Ewan Berkemeier (Marsh Sydney) dated 14 January 2021 (MAR.0002.0001.3725).

(ii) Email from Julian Macey-Dare (Marsh) to Edward Smith (Marsh) dated 14 January 2021 (MAR.0002.0001.3731).

(iii) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 6, T149.5-150.11.

(iv) Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 7, T146.4-9; T147.11-19.

195JJJCC By no later than around 14 January 2021, Marsh had formed the view that Brereton had engaged in a concerted misrepresentation of his authority.

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T176.11-18.

195JJJD Between July 2020 and February 2021, Marsh continued to send Limit Confirmation Letters and Limit Confirmation Trackers to Credit Suisse.

195KKK Notwithstanding the matters pleaded in paragraphs 195HHH to 195JJJD:

(a) from at least early July 2020, Marsh failed to disclose the substance of the matters pleaded in paragraphs 195HHH and 195III to Credit Suisse;

(b) from at least 7 August 2020, Marsh failed to disclose the substance of the matters pleaded at paragraphs 195IIIA to 195JJJ to Credit Suisse;

(c) from at least November 2020, Marsh failed to disclose the substance of the matters pleaded at paragraph 195JJJA;

(d) from at least 13 November 2020, Marsh failed to disclose the substance of the matters pleaded at paragraph 195JJJAA to Credit Suisse;

(e) from at least 1 December 2020, Marsh failed to disclose the substance of the matters pleaded at paragraph 195JJJB; and

(f) from at least 14 January 2021, Marsh failed to disclose the substance of the matters pleaded at paragraphs 195JJJC and 195JJJCC,

(together, the **Marsh 2020 Omissions**).

Particulars

Transcript of White Oak Commercial Finance Europe (Non-Levered) Limited v Marsh Limited (Claim No. CL-2023-000294), Day 5, T111.23-112.15; T113.23-114.1; T114.20-24.

195LLL In the circumstances pleaded in paragraphs 195BB to 195JJJCC above, from a time presently unknown to Credit Suisse Virtuoso and Credit Suisse Nova, but in any event by no later than the dates pleaded in paragraph 195KKK, a person in the position of Credit Suisse Virtuoso and Credit Suisse Nova would reasonably have expected Marsh to disclose the matters the subject of the Marsh 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova.

195MMM Marsh's conduct in failing to disclose the Marsh 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova was conduct in trade or commerce.

195NNN Marsh's conduct in failing to disclose the matters the subject of the Marsh 2020 Omissions to Credit Suisse Virtuoso and Credit Suisse Nova was conduct:

(a) that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL; and, or alternatively,

(b) in relation to financial services that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 12DA of the ASIC Act.

195OOO But for the Marsh 2020 Omissions, Credit Suisse Virtuoso and Credit Suisse Nova would have immediately ceased purchasing Hoffman Notes, Lagoon Park Notes and/or Wickham Notes.

195PPP In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered

loss or damage by the contraventions of Marsh pleaded at paragraph 195NNN above.

Particulars

Credit Suisse Virtuoso's loss being the total amount paid by Credit Suisse Virtuoso to acquire the Notes that were acquired after the date on which the Insurer, TMNF, TMMA or BCC first failed to disclose the substance of the Marsh 2020 Omissions, plus Recovery Costs with respect to those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Alternatively, the total amount paid by Credit Suisse Virtuoso to acquire any Hoffman Notes, Lagoon Park Notes and/or Wickham Notes which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the date on which Marsh first failed to disclose the substance of the Marsh 2020 Omissions, plus Recovery Costs with respect to those Notes, less any amount received by Credit Suisse Virtuoso in respect of those Notes, plus interest.

Credit Suisse Nova's loss being the total amount paid by Credit Suisse Nova to acquire any Hoffman Notes, Lagoon Park Notes and/or Wickham Notes which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the date on which the Marsh first failed to disclose the substance of the Marsh 2020 Omissions, plus Recovery Costs with respect to those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

Alternatively, the total amount paid by Credit Suisse Nova to acquire any Hoffman Notes, Lagoon Park Notes and/or Wickham Notes which were secured by any payment obligations or otherwise related to any Eligible Accounts Receivable created after the date on which Marsh first failed to disclose the substance of the Marsh 2020 Omissions, plus Recovery Costs with respect to those Notes, less any amount received by Credit Suisse Nova in respect of those Notes, plus interest.

Further and better particulars will be provided after discovery and evidence.

195QQQ Further or in the alternative, by reason of Marsh's knowledge pleaded at paragraphs 195HHH to 195JJJCC above, from a date presently unknown to Credit Suisse Virtuoso and Credit Suisse Nova but by no later than each of the dates pleaded in paragraph 195KKK, by making the Marsh Reasonable Grounds Representations Marsh engaged in conduct:

(a) that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL; and, or alternatively,

(b) in relation to financial services that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 12DA of the ASIC Act.

195RRR But for the Marsh Reasonable Grounds Representations occurring in the context of the knowledge pleaded at paragraphs 195HHH to 195JJJCC above, Credit Suisse Virtuoso and Credit Suisse Nova would have immediately ceased purchasing Hoffman Notes, Lagoon Park Notes and/or Wickham Notes.

195SSS In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions of Marsh pleaded at paragraph 195QQQ above.

Particulars

Credit Suisse repeats the particulars to paragraph 195PPP above.

P.7 Negligence: Marsh's 2020 Conduct

Duty of care

195TTT At all material times, Marsh owed to each of Credit Suisse Virtuoso and Credit Suisse Nova the Marsh Duty to Obtain Cover pleaded at paragraph 195ZZ above.

195UUU Further, or alternatively, at all material times:

(a) Marsh owed a continuing duty to Credit Suisse Virtuoso and Credit Suisse Nova to inform them upon becoming aware of any matters which would affect or could reasonably be expected to affect the validity and enforceability of the 2018 and 2019 Policies;

(b) accordingly, from a date presently unknown to Credit Suisse Virtuoso and Credit Suisse Nova but by no later than each of the dates pleaded in paragraph 195KKK, Marsh owed to each of Credit Suisse Virtuoso and Credit Suisse Nova a duty to inform them of the matters pleaded in paragraphs 195HHH to 195JJJCC above (**Marsh Duty to Inform**).

Particulars

The circumstances that support the existence of the Marsh Duty to Inform include:

(i) the knowledge of Marsh of the matters pleaded at paragraphs 195HHH to 195JJJCC above;

(ii) it was reasonably foreseeable that, as loss payees under the 2019 Policy, Credit Suisse Virtuoso and Credit Suisse Nova would rely on the 2019 Policy and its endorsements, and the manner in which BCC and/or Brereton executed those documents, and on the Limit Confirmation Letters and the Limit Confirmation Trackers in advancing funding and acquiring Assets as defined in the 2019 Policy, and that Credit Suisse Virtuoso and Credit Suisse Nova would suffer loss if Marsh failed to exercise reasonable care;

(iii) it was reasonable for an entity in the position of Credit Suisse Virtuoso and Credit Suisse Nova to proceed on the basis that the 2019 Policy and its endorsements were not invalid or unenforceable, by reason that they were executed in excess of authority;

(iv) the imposition of a duty of care upon Marsh to Credit Suisse Virtuoso and Credit Suisse Nova is analogous to well established categories of relationship in which a duty of care is owed;

(v) Marsh and each of Credit Suisse Virtuoso and Credit Suisse Nova were in a relationship of proximity; and

(vi) it is fair, just and reasonable to impose a liability on Marsh for loss suffered by each of Credit Suisse Virtuoso and Credit Suisse Nova resulting from Marsh's failure to exercise reasonable care to inform them of the matters pleaded in paragraphs 195HHH and

195JJJCC above.

Precautions

195VVV A reasonable broker in the position of Marsh using reasonable care and skill would have taken the following precautions to satisfy the Marsh Duty to Obtain Cover:

(a) informing Credit Suisse Virtuoso and Credit Suisse Nova, as the intended beneficiaries of the 2019 Policy, of the matters pleaded in paragraphs 195HHH and 195JJJCC above; and, or alternatively,

(b) ceasing to send the Limit Confirmation Trackers and Limit Confirmation Letters to Credit Suisse Virtuoso and Credit Suisse Nova.

195WWW To satisfy the Marsh Duty to Inform, a reasonable person in the position of Marsh would have informed Credit Suisse Virtuoso and Credit Suisse Nova, as the intended beneficiaries of the 2019 Policy, of the matters pleaded in paragraphs 195HHH and 195JJJCC above.

195XXX By failing to take the precautions pleaded in paragraph 195VVV and 195WWW above, Marsh breached the Marsh Duty to Obtain Cover and, or alternatively, the Marsh Duty to Inform.

Loss and damage

195YYY Given BCC and Brereton were not authorised to enter into the 2019 Policy (and/or the endorsements to that policy), then but for Marsh's breaches of duty pleaded at paragraph 195XXX, the 2018 and 2019 Policies would not have been concluded and/or in any event Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased certain Hoffman Notes, Lagoon Park Notes and/or Wickham Notes.

195ZZZ In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage as the result of the breaches of duty by Marsh pleaded at paragraph 195XXX.

Particulars

Credit Suisse refers to and repeats the particulars to paragraph 195PPP above.

P.8 Section 1041E Claim

195AAAA By reason of the matters alleged in paragraphs 195CC to 195EED above, further or in the alternative by reason of Marsh's knowledge pleaded at paragraphs 195HHH to 195JJJCC above:

(a) the Marsh Reasonable Grounds Representations were false in a material particular or materially misleading;

(bi) the Marsh Reasonable Grounds Representations were likely to induce persons in Australia to apply for financial products or, alternatively, acquire financial products;

(b) at the time the Marsh Reasonable Grounds Representations were made, Marsh ought reasonably to have known that the Marsh Authority Representations were false in a material particular or materially misleading at the time they were made; and

(c) by making the Marsh Reasonable Grounds Representations, and by failing to correct those representations at any material time, Marsh engaged in conduct which contravened s 1041E of the Corporations Act.

195BBBB But for the Marsh Reasonable Grounds Representations Credit Suisse Virtuoso and Credit Suisse Nova would not have purchased the Notes.

195CCCC In the premises, Credit Suisse Virtuoso and Credit Suisse Nova have suffered loss or damage by the contraventions by Marsh pleaded at paragraph 195AAAA above.

Particulars

Credit Suisse repeats the particulars to paragraph 195OO above and, alternatively, the particulars to paragraph 195RRR above.

P.9 Misleading or deceptive conduct directed toward GBAG

195DDDD [NOT USED]

195EEEE [NOT USED]

195FFFF [NOT USED]

195GGGG [NOT USED]

195HHHH [NOT USED]

195IIII [NOT USED]

195JJJJ [NOT USED]

195KKKK [NOT USED]

Q THE RELIEF SOUGHT

196 The Applicants seek the relief outlined in the Third ~~Second~~ Amended Originating Application.

Date: 21 August 2026 ~~26 June 2026~~



Signed by Crispian Lynch Lawyer for the Applicants

This pleading was prepared by Michael Jones SC, Robert Yezerski SC, Amelia Smith, Alice Zheng, Amy Campbell, Hannah Ryan, Sefton Powrie and Jacob Saulwick.

Certificate of lawyer

I, Crispian Lynch, certify to the Court that, in relation to the Statement of Claim filed on behalf of the Applicants, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 21 August 2026 ~~26 June 2026~~



Signed by Crispian Lynch Lawyer for the Applicants

SCHEDULE

~~Greensill Bank AG~~
~~**Second Respondent**~~

~~Michael Frege in his capacity as Insolvency Administrator for Greensill Bank AG~~
~~**Third Respondent**~~

BCC Trade Credit Pty Ltd
Fourth Respondent

Greg Brereton
Fifth Respondent

Tokio Marine Management (Australasia) Pty Ltd (ACN 001 488 455)
Sixth Respondent

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Seventh Respondent

Marsh Limited
Eighth Respondent

~~CROSS CLAIM~~

~~Greensill Bank AG~~
~~**First Cross-Claimant**~~

~~Michael Frege in his capacity as Insolvency Administrator for Greensill Bank AG~~
~~**Second Cross-Claimant**~~

~~Insurance Australia Limited (ACN 000 016 722)~~
~~**Cross-Respondent**~~

CROSS CLAIM

BCC Trade Credit Pty Ltd (ACN 608 296 233)
Cross-Claimant

Greensill Capital (UK) Ltd
First Cross-Respondent

~~Greensill Bank AG~~
~~**Second Cross-Respondent**~~

Greensill Capital Pty Ltd (in liquidation)
Third Cross-Respondent

CROSS CLAIM

Marsh Limited
Cross-Claimant

BCC Trade Credit Pty Ltd (ACN 608 296 233)
Cross-Respondent

Greg Brereton
Second Cross-Respondent

Insurance Australia Limited (ACN 000 016 722)
Third Cross Respondent

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Fourth Cross-Respondent

Tokio Marine Management (Australasia) Pty Ltd (ACN 001 488 455)
Fifth Cross-Respondent

CROSS CLAIM

Marsh Limited
Cross-Claimant

UBS Asset Management (Europe) S.A.
Cross-Respondent

UBS Asset Management Switzerland AG
Second Cross-Respondent

CROSS CLAIM

BCC Trade Credit Pty Ltd (ACN 608 296 233)
Cross-Claimant

Tokio Marine Management (Australasia) Pty Ltd (ACN 001 488 455)
Second Cross-Claimant

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Third Cross-Claimant

Marsh Pty Ltd (ACN 004 651 512)
Cross-Respondent

Marsh Limited
Second Cross-Respondent

CROSS CLAIM

BCC Trade Credit Pty Ltd (ACN 608 296 233)
Cross-Claimant

Tokio Marine Management (Australasia) Pty Ltd (ACN 001 488 455)
Second Cross-Claimant

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Third Cross-Claimant

Insurance Australia Limited (ACN 000 016 722)
Cross-Respondent

CROSS CLAIM

Insurance Australia Limited (ACN 000 016 722)
Cross-Claimant

Marsh Limited
Cross-Respondent

Marsh Pty Ltd (ACN 004 651 512)
Second Cross-Respondent

UBS Asset Management (Europe) S.A.
Third Cross-Respondent

UBS Asset Management Switzerland AG
Fourth Cross-Respondent

UBS Fund Administration Services Luxembourg
Fifth Cross-Respondent

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Sixth Cross-Respondent

CROSS CLAIM

BCC Trade Credit Pty Ltd (ACN 608 296 233)
Cross-Claimant

Tokio Marine & Nichido Fire Insurance Co Ltd (ARBN 000 438 291)
Second Cross-Claimant

Tokio Marine Management (Australasia) Pty Ltd (ARBN 001 488 455)
Third Cross-Claimant

UBS Asset Management (Europe) S.A.
Cross-Respondent

UBS Asset Management Switzerland AG
Second Cross-Respondent

UBS Fund Administration Services Luxembourg S.A.
Third Cross-Respondent

ANNEXURE A

A BAUER'S INTELLIGENT TRANSPORTATION

A.1 Bauer's Intelligent Transportation and other relevant parties

197 Bauer's Intelligent Transportation (as defined at paragraph 135 above) is, and was at all material times, a company incorporated under the laws of California, United States of America.

198 At all material times, Bauer's Intelligent Transportation was engaged in the business of providing transportation services in California, United States of America.

199 Greensill Capital Investments Limited (**GCIL**) is, and was at all material times:

(a) a company incorporated under the laws of the United Kingdom; and

(b) a wholly owned subsidiary of GCUK.

A.2 The Instalment Payment Agreement and Program Side Agreement

200 On 16 December 2019, Bauer's Intelligent Transportation and GCIL entered into an Instalment Payment Agreement (**Bauer's Intelligent Transportation IPA**).

Particulars

The Bauer's Intelligent Transportation IPA was in writing and dated 16 December 2019 (CSA.0001.0008.2480).

201 The Bauer's Intelligent Transportation IPA provided for GCIL to fund Bauer's Intelligent Transportation's payables from time to time by way of the following process (with defined terms having the meaning assigned in the Bauer's Intelligent Transportation IPA):

(a) Bauer's Intelligent Transportation could create a PAUF setting out Drawdown Amounts which it intends to use to pay Payables or other obligations: section 1; and

(b) for each Drawdown Amount in each PAUF funded by GCIL, Bauer's Intelligent Transportation agreed to pay each corresponding Repayment Amount on the applicable Maturity Date: section 2.

202 It was an express term of the Bauer's Intelligent Transportation IPA that (with defined terms having the meaning assigned in the Bauer's Intelligent Transportation IPA):

(a) prior to the funding by GCIL of any Drawdown Amount, a PAUF would be created which set out such Drawdown Amount, which Bauer's Intelligent Transportation intended to use to pay Payables or other obligations: section 1;

(b) for each Drawdown Amount, Bauer's Intelligent Transportation agreed to pay each corresponding Repayment Amount into the Designated Funder Account on the applicable Maturity Date: section 2;

(c) a Default with respect to a Repayment Amount occurred when, among other things, Bauer's Intelligent Transportation failed to pay such Repayment amount when due and such failure continues for four business days: section 6;

(d) if a Default occurred with respect to any Repayment Amount, GCIL or Transferee could require all outstanding Repayment Amounts and other sums to become immediately due and payable by Bauer's Intelligent Transportation: sections 7, 8;

(e) GCIL or Transferee could assign or transfer (in whole) any rights or interests under the Bauer's Intelligent Transportation IPA with respect to Bauer's Intelligent Transportation's obligation to pay any Repayment Amount to any other person (**Transferee**): section 8,

where:

(f) **PAUF** meant a payment assurance upload file submitted by Bauer's Intelligent Transportation setting out, for any actual or proposed Drawdown Amount, the actual or proposed Drawdown Date, the Repayment Amounts and the Maturity Dates for such Repayment Amounts;

(g) **Drawdown Amount** meant an amount funded by GCIL to Bauer's Intelligent Transportation's Designated Account, with the aggregate of Drawdown Amounts offset by Repayment Amounts remitted to Designated Funder Account not to exceed the Facility Amount;

(h) **Facility Amount** is USD 30 million;

(i) **Repayment Amount** meant with respect to any Drawdown Amount, each Certified Amount set forth (and as defined) in the PAUF for such Drawdown Amount;

(j) **Payable** meant payments which Bauer's Intelligent Transportation may wish to make from time to time to repay certain outstanding indebtedness and for its general corporate purposes; and

(k) **Maturity Date** meant, in relation to a Repayment Amount, the Maturity Date for such Repayment Amount as set forth in the PAUF applicable to such Repayment Amount.

203 Credit Suisse Virtuoso relies on the whole of the Bauer's Intelligent Transportation IPA as if set out in this Statement of Claim.

204 On or around 16 December 2019, Bauer's Intelligent Transportation and GCIL entered into a Program Side Agreement (**PSA**), which was amended from time to time.

Particulars

The PSA was in writing and dated 16 December 2019 (CSA.0001.0008.2545).

The PSA was amended by the Waiver Agreement, Consent and Amendment to the Program Side Agreement dated 18 September 2020 (CSA.0001.0008.2552) and the Second Amendment to the Program Side Agreement dated 10 January 2021 (CSA.0001.0008.2498).

205 It was an express term of the PSA as amended that (with defined terms having the meaning assigned in the PSA):

(a) GCIL agreed to make advances to Bauer's Intelligent Transportation (**Advances**) from time to time during the Draw Period in an aggregate principal amount such that the sum of the Advances Outstanding and Rolls Outstanding did not exceed the lesser of: (a) the Commitment Amount; (b) the Eligible Asset Value; and (c) USD 28,250,000, save that GCIL in its absolute discretion could agree to make additional Advances from time to time in an amount such that the aggregate principal amount

of all Advances extended would not exceed the Commitment Amount: section 2.01;

(b) Bauer's Intelligent Transportation could request an Advance by providing an Advance Request Notice, with each Advance Request Notice required to specify the Eligible Asset Value as of the date of such Advance Request Notice and the amount of the requested Advance, which would be at least USD 250,000: section 2.02;

(c) prior to the relevant Drawdown Date or Roll Date, GCIL would prepare a PAUF with respect to such Advance or Roll and make it available to Bauer's Intelligent Transportation, who in turn would submit such PAUF to GCIL: section 2.03(a);

(d) on or before the Applicable Drawdown Date or Roll Date, GCIL would provide to Bauer's Intelligent Transportation the Repayment Schedule with respect to the Advance to be made on such Drawdown Date (or an updated Repayment Schedule, in the case of a Roll): section 2.03(a);

(e) each Repayment Schedule (and update thereof) and each PAUF would illustrate the obligation of Bauer's Intelligent Transportation to pay: (i) the outstanding principal amount and interest of the applicable Advance on the Payment Instalment Date; and (ii) the outstanding principal amount and interest of each applicable Roll on the Roll Maturity Date, with each PAUF to set forth the Principal Instalments and Interest Instalments due on the relevant Payment Instalment Date or Roll Maturity Date: section 2.03(b);

(f) Bauer's Intelligent Transportation's obligations to pay the outstanding principal of all Advances and Rolls and interest thereon were evidenced by the Bauer's Intelligent Transportation IPA and the provisions of the Bauer's Intelligent Transportation IPA and the PSA were to be read together: section 2.03(g);

(g) an "Event of Default" occurred when there was, among other events:

(i) a default in any payment when due of interest or principal and (other than a default on the Final Maturity Date) such default was not cured within four Business Days after the due date: section 6.01(a); or

(ii) a failure to reduce the Advances Outstanding and Rolls Outstanding to USD 0 by the Final Maturity Date: section 6.01(g);

(h) upon the occurrence and during the continuation of an Event of Default, among other things: section 6.01:

(i) GCIL could by notice to Bauer's Intelligent Transportation, terminate the Commitment and declare all amounts owing whatsoever payable by Bauer's Intelligent Transportation to be forthwith due and payable;

(ii) the Interest Rate corresponding to each Advance and Roll and all other amounts owing by Bauer's Intelligent Transportation would be increased by 2% per annum,

where (section 1.01):

(i) **Draw Period** meant the period from and including the Closing Date to and including the earlier of: (a) the Commitment Termination Date; and (b) the date of the termination of the Commitment pursuant to the terms of the PSA;

(j) **Eligible Asset** meant an Eligible Vehicle Asset or Eligible Account Receivable;

(k) **Eligible Account Receivable** meant, at any time, each Account Receivable of Bauer's Intelligent Transportation or a subsidiary of it which GCIL determines is eligible and, without limitation, meets the criteria set out in the PSA;

(l) **Commitment** meant the obligation of GCIL to make Advances under the terms of the PSA during the Draw Period to Bauer's Intelligent Transportation in an aggregate principal amount at any one time outstanding up to but not exceeding the Commitment Amount;

(m) **Commitment Amount** meant USD 30 million;

(n) **Eligible Asset Value** meant, as of any date, an amount equal to (x) the Aggregate Asset Value of all Eligible Assets at such time multiplied by 1.2, plus (y) any Cash Collateral amount held by GCIL;

(o) **Final Maturity Date** meant 31 January 2022;

(p) **Roll** meant the extension of maturity of a Principal Instalment prior to its Principal Instalment Date following GCIL's receipt of a Roll Request; and

(q) **Commitment Termination Date** meant 8 January 2022.

206 Credit Suisse Virtuoso relies on the whole of the PSA (as amended) as if set out in this Statement of Claim.

A.3 Assignment from GCIL to GCUK

207 On 19 December 2019, GCIL and GCUK entered into a Participation Agreement (**Participation Agreement**).

Particulars

The Participation Agreement was in writing and dated 19 December 2019 (CSA.0001.0006.8956).

208 It was an express term of the Participation Agreement that (with defined terms having the meaning assigned in the Participation Agreement):

(a) GCIL appointed GCUK to act as its agent and on its behalf to:

(i) effect any Facility Drawdown Amount Payment as set out in cl 3.1(A); and

(ii) in relation to receipt and processing of each offer file generating a Payment Obligation, direction and management of payments under any Payment Obligation and the Related Rights relating thereto: cl 3.1(B);

(b) GCIL offered GCUK, and GCUK accepted a participation in, any Payment Obligation acquired by GCIL under the Transaction Documents in an amount equal to the applicable Participation Amount on the basis set out in cl 5 (**Participation**): cl 4;

(c) upon the occurrence of a Physical Settlement Trigger Event in respect of a Participation, GCUK was entitled to deliver a Notice of Elevation: cl 4.5(A);

(d) upon delivery of a Notice of Elevation in respect of Participation: (1) the

relevant Participation was released; (2) GCIL would assign the Relevant Payment Obligation and the Related Rights to or at the direction of GCUK: cl 4.5(B),

where:

(e) **Facility Drawdown Amount Payment** meant, in respect of any Payment Obligation, the payment of an amount equal to the Drawdown Amount by (or on behalf of) GCIL to Bauer's Intelligent Transportation in connection with which such Payment Obligation arises;

(f) **Participation Amount** meant, in relation to any Payment Obligation, an amount equal to the Repayment Amount (as defined in the Bauer's Intelligent Transportation IPA) in respect of such Payment Obligation;

(g) **Payment Obligation** meant an irrevocable payment undertaking (**IPU**), given by Bauer's Intelligent Transportation under the Bauer's Intelligent Transportation IPA in consideration for GCIL paying to it an amount equal to the Drawdown Amount referenced in the related Request, to pay, or procure the payment of, an amount equal to the relevant Repayment Amount on a specified maturity date;

(h) **Physical Settlement Trigger Event** occurred (amongst other occasions) when (A) any amount payable by (i) Bauer's Intelligent Transportation under Bauer's Intelligent Transportation IPA in respect of which a Participation was granted or (ii) GCIL under the Participation Agreement, was not paid when due and such failure was not remedied within ten London business days; and

(i) **Transaction Documents** meant the Bauer's Intelligent Transportation IPA and any security or protective filing under 9-310 of the Uniform Commercial Code made in respect of the Payment Obligations arising thereunder: cl 1.1.

209 Credit Suisse Virtuoso relies on the whole of the Participation Agreement as if set out in this Statement of Claim.

210 On or around 19 December 2019, GCIL and GCUK executed a deed of power of attorney, whereby GCIL appointed GCUK (and its successors and assignees) as its true and lawful attorney to do any act, matter or thing which

GCUK considers necessary or desirable for the protection, preservation or enjoyment of GCUK's interest in any Participation, or any Participated Payment Obligation.

Particulars

The deed of power of attorney was in writing and dated 19 December 2019 (CSA.0001.0006.8957).

A.4 Group guarantee and security

211 On 16 December 2019, Bauer's Equipment Leasing LLC and Bauer's Hotel Shuttle, LLC (together, **Bauer Guarantors**), Bauer's Intelligent Transportation and GCIL entered into a Guarantee and Security Agreement (**GSA**).

Particulars

The GSA was in writing and dated 16 December 2019 (CSA.0001.0008.2551).

The GSA was reaffirmed by the Bauer Guarantors in a written consent and affirmation dated 10 January 2021 (CSA.0001.0006.8971).

212 Pursuant to the GSA:

(a) the Bauer Guarantors and Bauer's Intelligent Transportation assigned and granted to GCIL a security interest in their assets, including accounts receivable: cl 8; and

(b) the Bauer Guarantors, jointly and severally, unconditionally guaranteed to GCIL (and its successors, endorsees, transferees and permitted assigns) the prompt and complete payment and performance by Bauer's Intelligent Transportation when due of its obligations under the Bauer's Intelligent Transportation IPA and PSA: cl 14.

A.5 Bauer's Intelligent Transportation Note Programme

213 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Bauer's Intelligent Transportation Notes**) that were secured by GCUK's rights and interests in Participations in IPUs given by Bauer's Intelligent Transportation under the Bauer's Intelligent Transportation IPA and acquired by GCUK under the Participation Agreement (**Bauer's Intelligent Transportation Payment Obligations**).

Particulars

The Bauer's Intelligent Transportation Notes were in Compartment NZ.

The Bauer's Intelligent Transportation Notes which are the subject of this claim are described in Table 1.2 of Annexure P to this Statement of Claim.

214 Between about 18 March 2020 and 22 January 2021 the benefit of GCUK's rights and interests in Participations in IPUs acquired by it under the Participation Agreement was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Bauer's Intelligent Transportation Payment Obligations were set out in the Pricing Supplements and Note Offer Reports for the Bauer's Intelligent Transportation Notes.

215 Between 25 August 2020 and 22 January 2021, Credit Suisse Virtuoso:

(a) acquired the Bauer's Intelligent Transportation Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 1.2 of Annexure P to this Statement of Claim for the Bauer's Intelligent Transportation Notes.

Particulars

The Bauer's Intelligent Transportation Notes were acquired by Credit Suisse Virtuoso between 25 August 2020 and 22 January 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Bauer's Intelligent Transportation Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the date of the transfers, cash was debited from the account Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

216 Between 20 December 2021 and 31 December 2021, the Bauer's Intelligent Transportation Notes were transferred to Greensill Bank.

Particulars

The Bauer's Intelligent Transportation Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Bauer's Intelligent Transportation Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 20 December 2021 and 31 December 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

A.6 Correspondence between the Insured and the Insurer

217 On or around 6 April 2020, Marsh sent an email to BCC, as agent for the Insurer:

(a) requesting insurance with respect to the Bauer's Intelligent Transportation facility;

(b) attaching a series of financial reports for Bauer's Intelligent Transportation; and

(c) attaching a document entitled "*Bauer's IT - Insurance Deck*" which:

(i) provided information about the Bauer's Intelligent Transportation IPA, including that:

(A) the facility amount was USD 37 million;

(B) the amount that could be drawn under the facility was based on a Borrowing Base, corresponding to the total value of Bauer's Intelligent Transportation's vehicle fleet and accounts receivable;

(C) the facility financed Bauer's Intelligent Transportation's working capital needs as well as the purchase of new vehicles during the ordinary course of business; and

(D) Bauer's Intelligent Transportation was able to draw funds on a monthly basis, and was obliged to make repayments once a month; and

(ii) described the security held with respect to the facility.

Particulars

Email from Edward Smith (Marsh) to Brereton (BCC) dated 6 April 2020 (MMC_GCUK20_00004213; MMC_GCUK20_00004213_0001; MMC_GCUK20_00004213_0002; MMC_GCUK20_00004213_0003; MMC_GCUK20_00004213_0004; MMC_GCUK20_00004213_0005).

218 On or around 28 May 2020, GCUK sent an email to BCC and Marsh:

(a) requesting additional insurance of USD 9.5 million in respect of Bauer's Intelligent Transportation's existing payment obligations in order to bring the finance provided to Bauer's Intelligent Transportation back within the Single Obligor Limit for Credit Suisse Nova; and

(b) describing the Bauer's Intelligent Transportation product type as "*Buyer Centric Supply Chain Finance*".

Particulars

Email from Craig Pinnington (GCUK) to Brereton (BCC) and Edward Smith (Marsh) dated 28 May 2020 and attached Excel sheet 'HIF shortfall obligors 28-05-2020' (CSA.0001.0006.8696; CSA.0001.0006.8699).

219 On or around 18 June 2020, Marsh sent an email to BCC proposing that cover be provided under the 2019 Policy in respect of Bauer's Intelligent Transportation Payment Obligations in the amount of USD 11 million.

220 On or around 18 June 2020, BCC sent an email to Marsh by which BCC agreed to extend cover under the 2019 Policy in respect of Bauer's Intelligent Transportation's payment obligations in the amount of USD 11 million.

Particulars

Email from Edward Smith (Marsh) to Brereton (BCC) dated 18 June 2020 and Brereton's response dated 18 June 2020 (MMC_GCUK08_00020295).

221 Customer Endorsement 138, dated 25 June 2020 and effective 12 June 2020, with attached excel sheet 'Deductible Portfolio Limits', purported to provide that Bauer's Intelligent Transportation was endorsed as a Customer under the 2019

Policy with an Account Debtor Sublimit of USD 11 million and Maximum Tenor of 364 days.

Particulars

Customer Endorsement 138 was executed by BCC purportedly on behalf of the Insurer on 25 June 2020 (CSA.0001.0006.8940; CSA.0001.0006.8941).

Email from Brereton (BCC) to Edward Smith (Marsh) dated 25 June 2020, attaching Customer Endorsement 138 to the 2019 Policy signed by BCC (MMC_GCUK12_00003006; MMC_GCUK12_00003007).

222 [NOT USED]

223 [NOT USED]

224 [NOT USED]

A.7 Payment failures

225 Between 17 March 2020 and 21 January 2021, Bauer's Intelligent Transportation submitted PAUFs funded by GCIL pursuant to the Bauer's Intelligent Transportation IPA and PSA.

226 Since about 10 March 2021, save as described at paragraph 227 below:

(a) Bauer's Intelligent Transportation has failed to make payments in accordance with its payment obligations under the Bauer's Intelligent Transportation IPA and PSA; and

(b) GCUK has not received any payments pursuant to its rights and interests in Participations under the Participation Agreement.

Particulars

Details of the debts in respect of which Bauer's Intelligent Transportation has failed to make any payment are set out in Table 1.1 of Annexure P to this Statement of Claim.

227 On or around 11 October 2022, Bauer's Intelligent Transportation, the Bauer Guarantors, GCIL and GCUK and its administrators entered into a settlement and release agreement, whereby Bauer's Intelligent Transportation and the

Bauer Guarantors agreed to pay USD 18,629,000 to GCUK, in exchange for releases of all of their obligations to GCIL and GCUK.

Particulars

The settlement and release agreement was in writing and dated 11 October 2022 (CSA.0001.0032.0008).

The Insurer's consent to the settlement and release agreement was sought by letter from CMS to Clyde & Co dated 4 October 2022 (CSA.0001.0026.0002).

The Insurer was notified that the settlement and release agreement had been entered into on 11 October 2022 by letter from Gilbert + Tobin to Clyde & Co dated 15 December 2022 (CSA.0001.0032.0009).

228 Between 8 November 2022 and 28 November 2022, Credit Suisse Virtuoso received USD 8,964,457.97 (after deducting fees) from the settlement and release arrangements pleaded at the paragraph above.

Particulars

The Insurer was notified of Credit Suisse Virtuoso's receipt of USD 8,964,457.97 by letter from Gilbert + Tobin to Clyde & Co dated 15 December 2022 (CSA.0001.0032.0009).

229 [NOT USED]

230 [NOT USED]

A.8 Claims on the 2019 Policy

231 Greensill Bank submitted a Claim to BCC, as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 226 above.

Particulars

The Claim Form dated 17 February 2022, with annexures, was submitted by Greensill Bank's administrator on 17 February 2022, claiming the amount of USD 10,922,763 (CSA.0001.0008.2478; CSA.0001.0008.2475; CSA.0001.0008.2476; CSA.0001.0008.2477).

The Bauer's Intelligent Transportation Notes are described in Table 1.2 of Annexure P to this Statement of Claim.

232 [NOT USED]

A.9 Insurer has failed to pay

233 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Bauer's Intelligent Transportation Notes.

234 [NOT USED]

235 [NOT USED]

236 [NOT USED]

ANNEXURE B

B BLUESTONE MULTI-OBLIGOR

B.1 Bluestone Resources and other relevant parties

237 Bluestone Resources (as defined at paragraph 126 above) is, and was at all material times, a company incorporated under the laws of Delaware, United States.

238 Bluestone Coal (as defined at subparagraph 126(a) above) is, and was at all material times:

(a) a company incorporated under the laws of Delaware, United States; and

(b) wholly owned by Bluestone Resources.

239 Blackstone (as defined at subparagraph 126(a) above) is, and was at all material times:

(a) a company incorporated under the laws of Virginia, United States; and

(b) wholly owned by Bluestone Resources.

240 At all material times, Bluestone Resources, Bluestone Coal and Blackstone were engaged in the business of mining and selling coal.

B.2 The Receivables Purchase Agreement

241 On 26 September 2018, GCUK entered into a Receivables Purchase Agreement with Bluestone Coal (**Bluestone RPA**), which was amended from time to time including on 7 December 2018 when Blackstone joined as a party.

Particulars

The Bluestone RPA was in writing and dated 26 September 2018 (CSA.0001.0008.1891).

The First Amendment and Joinder to Receivables Purchase Agreement and Affiliate Guarantee was in writing and dated 7 December 2018 (CSA.0001.0006.3447).

242 The Bluestone RPA (as amended) provided for the sale from time to time by Bluestone Coal and Blackstone (**Sellers**) to GCUK of accounts receivable by

way of the following process (with defined terms having the meaning assigned in the Bluestone RPA):

(a) a Seller could submit a Request that GCUK purchase from them certain Proposed Receivables described in the Request: cl 1(a); and

(b) if certain conditions precedent were met or waived, GCUK would purchase the Proposed Receivables described in the Request, and the Seller would sell all of their right, title and interest in the Proposed Receivables, from which point those receivables were described as Purchased Receivables: cl 1(a), (b).

243 It was an express term of the Bluestone RPA that (with defined terms having the meaning assigned in the Bluestone RPA):

(a) each Seller acknowledged the right of GCUK, as owner of the Purchased Receivables, to collect all amounts due under any and all Purchased Receivables and authorised GCUK, its designees and any successor Servicer to take any and all steps in such Seller's name or on behalf of the Seller necessary or desirable to collect amounts due or owing under the Purchased Receivables: cl 1(e);

(b) each Seller appointed Bluestone Coal as the agent and representative of each Seller for the purposes of the RPA, including offering Receivables for purchase by GCUK. Bluestone Coal acknowledged and agreed that where any Seller had an obligation to perform or fulfill any duty, promise or obligation or otherwise make any repurchase, indemnity, gross up, expense reimbursement or any other payment or obligation, it would be jointly and severally obligated with and on behalf of each Seller to pay and/or perform any such amount, obligation or term or provision: cl 1(g);

(c) each Seller represented and warranted:

(i) the Receivable information contained on the exhibit to the Request delivered in connection with such Purchase Date was true and correct, including without limitation, the list of the purchase order numbers, the invoice numbers, and the unpaid amounts due in respect thereof which comprised the Applicable Receivables: Exhibit C-1, cl (a);

(ii) each Applicable Receivable was an Eligible Receivable: Exhibit C-1, cl (b);

(iii) the applicable Seller was the legal and beneficial owner of each Applicable Receivable: Exhibit C-1, cl (c); and

(iv) no information at any time furnished in writing (including in electronic form) by a Seller to GCUK in connection with the purchase by GCUK of the Applicable Receivables was inaccurate in any material respect as of the date it was furnished, or as of the date as of which the information was dated or certified, or contained any material misstatement of fact or omitted to state any material fact necessary to make such information not materially misleading: Exhibit C-1, cl (m);

(d) an **Event of Repurchase** occurred when (among other events):

(i) any representation or warranty by a Seller under the Bluestone RPA with respect to any Purchased Receivables was incorrect when made or deemed made: cl 5(a)(i);

(ii) any Seller failed to perform or observe any other term, covenant or agreement under the Bluestone RPA with respect to the Purchased Receivables: cl 5(a)(ii)(1); or

(iii) a Purchased Receivable (i) did not become the subject of an invoice or other clearly defined payment obligation and become fully due and payable by the applicable Account Debtor, on an aggregate basis, within 180 days of purchase; (ii) was not paid when due for any reason; or (iii) was not paid in full by the date that any source of funds used by GCUK or its assigns to finance such Purchased Receivable became due and payable: cl 5(a)(ii)(4);

(e) if an Event of Repurchase occurred, then a Seller would repurchase all of the Purchased Receivables then outstanding affected by the Event of Repurchase at GCUK's option and demand: cl 5(a);

(f) the Sellers would pay to GCUK an amount equal to the difference between

(A) the actual or expected Collections on any Purchased Receivables, as

determined by GCUK in its sole discretion, and (B) the True Up Amounts: cl 5(d)(i);

(g) all amounts due under the Bluestone RPA would accrue interest from and after the date when due at a rate per annum equal to the Discount Rate until paid: cl 10(e),

where:

(h) **Eligible Receivable** meant a Receivable that, *inter alia*:

(i) as to which the applicable Seller was or would be the legal and beneficial owner, free and clear of any lien, encumbrance or security interest;

(ii) was or was expected to be payable in an amount not less than its Net Payment Amount by the Account Debtor identified in the Request; and

(iii) was or was expected to be based on an actual and bona fide rendition of services or sale of goods by the applicable Seller in the ordinary course of its business: Exhibit A;

(i) **Proposed Receivables** meant, with respect to any Purchase Date, the Receivables proposed by a Seller to GCUK for purchase under the Bluestone RPA and described in a Request to be purchased on such Purchase Date: Exhibit A; and

(j) **Receivables** meant all accounts, instruments, documents, contract rights, general intangibles and chattel paper, all tax refunds and proceeds of insurance, and all other forms of documentation or information, showing obligations owing to the applicable Seller by an Account Debtor and/or expected or amounts to become payable by an Account Debtor to such Seller, whether then existing or thereafter created, together with the Related Security with respect thereto and with respect to each of the foregoing, all Collections and proceeds thereof.

244 Credit Suisse Virtuoso and Credit Suisse Nova rely on the whole of the Bluestone RPA (as amended) as if set out in this Statement of Claim.

245 On 26 September 2018, GCUK, Bluestone Coal, Bluestone Resources and

certain other affiliates or subsidiaries of Bluestone Resources (as Guarantors) executed a deed of guarantee (**Guarantee**), by which the Guarantors jointly and severally guaranteed the obligations of the Sellers under the Bluestone RPA in favour of GCUK.

Particulars

The Guarantee was in writing and dated 26 September 2018 (CSA.0001.0006.3446).

246 Under the First Amendment and Joinder to Receivables Purchase Agreement Affiliate Guarantee dated 7 December 2018, Blackstone became a Guarantor under the Guarantee: cl 3(b).

247 Between September 2020 and February 2021, Bluestone Coal and/or Blackstone sold Accounts Receivable to GCUK pursuant to the Bluestone RPA (**Bluestone Purchased Receivables**).

248 [NOT USED]

249 [NOT USED]

B.3 Bluestone Multi-Obligor Note Programme

250 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Bluestone Multi-Obligor Notes**) that were secured by, amongst other payment obligations, Bluestone Resources' payment obligations as a Guarantor under the Guarantee pleaded at paragraph 245 above (**Bluestone Multi-Obligor Payment Obligations**).

Particulars

The Bluestone Multi-Obligor Notes were in Compartments IU and SV.

The Bluestone Multi-Obligor Notes which are the subject of this claim are described in Tables 2.2 and 2.4 of Annexure P to this Statement of Claim.

251 Between 11 September 2020 to 26 February 2021, the benefit of the Bluestone Multi-Obligor Payment Obligations was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Bluestone Multi-Obligor Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Bluestone Multi-Obligor Notes.

252 Between 11 September 2020 and 26 February 2021, Credit Suisse Virtuoso or Credit Suisse Nova (as the case may be):

(a) acquired the Bluestone Multi-Obligor Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Tables 2.2 and 2.4 of Annexure P to this Statement of Claim for the Bluestone Multi-Obligor Notes.

Particulars

The Bluestone Multi-Obligor Notes were acquired by Credit Suisse Virtuoso and Credit Suisse Nova between 11 September 2020 and 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Bluestone Multi-Obligor Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's and Credit Suisse Nova's custodian. On the date of the transfers, cash was debited from the account of Credit Suisse Virtuoso's and Credit Suisse Nova's custodian and paid into an account in the name of the counterparty.

253 Between 7 October 2021 and 8 October 2021, the Bluestone Multi-Obligor Notes were transferred to Greensill Bank.

Particulars

The Bluestone Multi-Obligor Notes were transferred to Greensill Bank by Credit Suisse Virtuoso and Credit Suisse Nova as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso and Credit Suisse Nova, to process the transfer of the Bluestone Multi-Obligor Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 7 October 2021 and 8 October 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit

Suisse Virtuoso and Credit Suisse Nova, Clearstream for Greensill Bank).

B.4 The Bluestone Multi-Obligor Customers under the 2019 Policy

254 Customer Endorsement 5, dated 13 March 2019 and effective 1 March 2019, purported to endorse Bluestone Resources, by reference to its capacity as a Guarantor under the Guarantee, as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset indefinitely if the Maximum Limit of Liability is breached), an Aggregate Customer Limit of USD 5 million (to be reset indefinitely if the Aggregate Customer Limit is breached) and no Maximum Tenor.

Particulars

Customer Endorsement 5 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0006.3381).

255 Customer Endorsements issued by BCC purportedly on behalf of the Insurer during the Policy Period purported to provide that the Insurer endorsed 20 Account Debtors (as that term is used in the Bluestone RPA) as Customers under the 2019 Policy each with a Maximum Limit of Liability, a Customer Limit as at the date of the Endorsement and a Maximum Tenor as set out in the respective Customer Endorsement (**Account Debtor Customers**).

Particulars

The 20 additional Customers were: AK Steel Corporation (Customer Endorsement 12) (CSA.0001.0006.3366); American Electric Power Company, Inc. (Customer Endorsement 21) (CSA.0001.0006.3365); ArcelorMittal SA (including its US subsidiary, ArcelorMittal USA LLC) (Customer Endorsement 9) (CSA.0001.0006.3369); Arch Coal, Inc. (Customer Endorsement 71(i)) (CSA.0001.0006.3385); Contura Energy, Inc. (Customer Endorsement 26(i)) (CSA.0001.0006.3368); DTE Energy Company (Customer Endorsement 29(iii)) (CSA.0001.0006.3370); Duke Energy Corporation (Customer Endorsement 24(ii)) (CSA.0001.0006.3380); FirstEnergy Corp (Customer Endorsement 76) (CSA.0001.0006.3373); Hyundai Steel Company (including its US subsidiary, Hyundai Steel America, Inc.) (Customer Endorsement 7) (CSA.0001.0006.3364); Mitsui & Co. (U.S.A.) Inc. (Customer

Endorsement 28(ii)) (CSA.0001.0006.3375); Nippon Steel & Sumitomo Metal Corporation (including its US subsidiary, Nippon Steel & Sumitomo Metal U.S.A. Inc.) (Customer Endorsement 8) (CSA.0001.0006.3382); NRG Energy, Inc. (Customer Endorsement 79(i)) (CSA.0001.0006.3363); Posco America Corporation (Customer Endorsement 27(ii)) (CSA.0001.0006.3362); PPL Corporation (Customer Endorsement 80) (CSA.0001.0006.3372); SunCoke Energy, Inc (Customer Endorsement 10) (CSA.0001.0006.3377); Tennessee Valley Authority (Customer Endorsement 75) (CSA.0001.0006.3371); The Southern Company (Customer Endorsement 77) (CSA.0001.0006.3376); United States Steel Corporation (Customer Endorsement 11) (CSA.0001.0006.3367); Virginia Electric and Power Company (Customer Endorsement 23(ii)) (CSA.0001.0006.3383); and Xcel Energy Inc. (Customer Endorsement 78) (CSA.0001.0008.1693).

The Customer Endorsements were in writing and were signed purportedly on behalf of the Insurer.

B.5 Payment failures

256 The Account Debtor Customers have failed to pay the Bluestone Purchased Receivables.

257 GCUK has demanded that Bluestone Coal, Blackstone and Bluestone Resources repurchase the Bluestone Purchased Receivables.

Particulars

Letter from Grant Thornton, administrators of GCUK, to Bluestone Coal, Blackstone and Bluestone Resources dated 12 October 2021 (CSA.0001.0008.0878) and the correspondence there referred to (CSA.0001.0006.4469; CSA.0001.0008.1673; CSA.0001.0008.1665; CSA.0001.0008.1667; CSA.0001.0008.1669; CSA.0001.0008.1663).

258 Since approximately 5 March 2021, Bluestone Coal and Blackstone have failed to meet their payment obligations under the Bluestone RPA and Bluestone Resources has failed to meet the Bluestone Multi-Obligor Payment Obligations.

Particulars

Details of the debts in respect of which Bluestone Resources has failed

to make any payment are set out in Tables 2.1 and 2.3 of Annexure P to this Statement of Claim.

259 [NOT USED]

260 On 24 June 2022, Bluestone Resources, Bluestone Coal, Blackstone, the administrator of Greensill Bank, Hoffman, Wickham, the administrators of GCUK and Credit Suisse Asset Management (Schweiz) AG (among others) entered into a Standstill and Forbearance Agreement, which was amended on 11 November 2022. Under the Standstill and Forbearance Agreement Greensill Bank, Credit Suisse Virtuoso and Credit Suisse Nova agreed not to take action on any claim against Bluestone Resources, Bluestone Cola and Blackstone for a two-year period, during which Bluestone Resources, Bluestone Coal and Blackstone (among others) would pay a portion of their payment obligations under the Bluestone RPA and the Guarantee each week.

Particulars

The Standstill and Forbearance Agreement was in writing and dated 24 June 2022 (CSA.0023.0002.6914).

The First Amendment to the Standstill and Forbearance Agreement was in writing and dated 11 November 2022 (CSA.0001.0031.0001).

The Insurer was notified of the Standstill and Forbearance Agreement by letter from CMS to Clyde & Co dated 4 July 2022 (CSA.0023.0002.6911).

261 [NOT USED]

B.6 Claims on the 2019 Policy

262 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 258 above.

Particulars

The Claim Form dated 12 October 2021, with annexures, was submitted by Greensill Bank's administrator on 12 October 2021, claiming the amount of USD 775 million (CSA.0001.0008.2091; CSA.0001.0008.2079; CSA.0001.0008.2077; CSA.0001.0008.1546; CSA.0001.0008.1547).

The re-submitted Claim Form dated 10 December 2021, with annexures, was submitted by Greensill Bank's administrator on 10 December 2021, claiming the amount of USD 775 million (CSA.0001.0008.1544; CSA.0001.0008.1548; CSA.0001.0008.1545; CSA.0001.0008.1546; CSA.0001.0008.1547; CSA.0001.0008.1549).

The Bluestone Multi-Obligor Notes are described in Tables 2.2 and 2.4 of Annexure P to this Statement of Claim.

263 [NOT USED]

B.7 Insurer has failed to pay

264 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso and/or Credit Suisse Nova, under the 2019 Policy in respect of the Bluestone Multi-Obligor Notes.

265 [NOT USED]

266 [NOT USED]

267 [NOT USED]

ANNEXURE C

C BLUESTONE RESOURCES SINGLE-OBLIGOR

C.1 Bluestone Resources and other relevant parties

268 Bluestone Resources (as defined at paragraph 113 above) is, and was at all material times, a company incorporated under the laws of Delaware, United States.

269 At all material times, Bluestone Resources was engaged in the business of mining and selling coal.

270 Bramid Outsource Limited (**Bramid**) was at all material times:

(a) engaged in the business of providing supply chain financing services; and

(b) a company incorporated under the laws of Bermuda.

C.2 The Master Supplier Agreement

271 On 10 August 2016, GCUK (as Financial Institution) and Bramid (as Supplier) entered into a Master Supplier Agreement (**Bramid Supplier Agreement**).

Particulars

The Bramid Supplier Agreement was in writing and dated 10 August 2016 (CSA.0001.0007.3453).

272 The Bramid Supplier Agreement provided for the sale and assignment by Bramid to GCUK of accounts receivable arising out of commercial transactions between Bramid and certain of its customers for the sale of goods and/or the supply of services, by way of the following process (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid could submit to GCUK an Irrevocable Election, which would constitute an irrevocable, non-withdrawable, non-cancellable offer by Bramid to sell the specified Accounts Receivable to GCUK: cl 2.1;

(b) if GCUK accepted Bramid's offer, it would purchase the Accounts Receivable that were the subject of the Irrevocable Election and notify Bramid of such acceptance: cl 2.2;

(c) if GCUK accepted the Irrevocable Election, Bramid would sell, assign and transfer to GCUK absolutely free from all Adverse Claims and third party rights whatsoever all right, title and interest in, to and under each Account Receivable set out in the Irrevocable Election: cl 2.3; and

(d) following GCUK's acceptance of an Irrevocable Election, GCUK would pay or procure payment of the relevant Net FI Amount by the Advance Date: cl 2.4.

273 It was an express term of the Bramid Supplier Agreement that (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid and GCUK acknowledged and agreed that Obligor and/or Customer (as applicable) would ensure that the Certified Amount referred to in a PAUF would not exceed the gross amount of the Account Receivable as set out in the related invoice net of any withholding or deductions required by law to be made on payment thereof: cl 2.7.2.

(b) Bramid represented and warranted to GCUK and each Transferee, at 10 August 2016 and on each date on which it made an Irrevocable Election and a Transfer occurred, as if made on such date with reference to the facts and circumstances then existing, that, *inter alia*:

(i) each Account Receivable Transferred or to be Transferred pursuant to clause 2 was solely owned by Bramid who had the right to sell, assign and transfer such Account Receivable; arose from the Underlying Relationship; was recoverable and was a legal, valid and enforceable obligation of a Customer; would be recognised by the relevant Customer as having been validly sold and assigned to GCUK: cl 5.1.2; and

(ii) all information provided by or on behalf of Bramid to GCUK was true, complete and accurate, without omission and not misleading: cl 5.1.3;

(c) upon breach of any of the representations and warranties given in cl 5.1, Bramid would immediately upon written notice by GCUK repurchase any and all of the Transferred Accounts Receivable for the aggregate amount of the Certified Amounts of the related Payment Obligations: cl 5.2,

where:

(d) **Account Receivable** meant the right or purported right to receive from a Customer any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the Underlying Relationship, whether or not earned by performance: cl 1.1;

(e) **Advance Date** meant the date specified by Bramid on which the Net FI amount should be paid: cl 1.1;

(f) **Certified Amount** meant, with respect to any Payment Obligation, an amount equal to the gross amount of the related Account Receivable as specified in the relevant PAUF: cl 1.1;

(g) **Customer** meant the entity/entities identified as such in a Customer Agreement who submitted PAUFs thereunder: cl 1.1;

(h) **Customer Agreement** meant an agreement executed between Obligor and/or one or more Customers and GCUK under which an Obligor gives an irrevocable and unconditional undertaking to make certain payments: cl 1.1;

(i) **Irrevocable Election** meant an irrevocable offer, submitted on GCUK's online trade financing platform by Bramid, to Transfer one or more Accounts Receivable in respect of which a PAUF had been provided: cl 1.1;

(j) **Maturity Date** meant, in relation to a Payment Obligation, the settlement date of that Payment Obligation, being the date set out against the corresponding Account Receivable as the "maturity date" in the relevant PAUF or, if such date was not a Business Day, the preceding Business Day: cl 1.1;

(k) **Net FI Amount** meant the amount to be paid by GCUK to Bramid in consideration for a Transfer, being the Certified Amount of the related Payment Obligation less the FI Fee: cl 1.1;

(l) **Obligor** meant a Parent or a Customer (as the case may be): cl 1.1;

(m) **Parent** meant a parent company of a Customer (if identified as such in the relevant Customer Agreement): c 1.1;

(n) **Payment Obligation** meant the benefit of an Obligor's obligation to pay the relevant Certified Amount on the relevant Maturity Date under a Customer Agreement, together with any late payment interest on the Certified Amount: cl 1.1;

(o) **Transfer Notice** meant a written notice provide to an Obligor and/or a Customer from Bramid or Transferee that an Account Receivable (or part thereof) had been Transferred by Bramid or Transferee: cl 1.1;

(p) **Transfer, Transferred or Transfers** meant the sale, assignment or transfer or purported sale, assignment or transfer of an Account Receivable (whether in whole or in part): cl 1.1;

(q) **Transferee** meant any Person to whom an Account Receivable had been Transferred: cl 1.1; and

(r) **Underlying Relationship** meant a business relationship or purported business relationship between a Customer and Bramid: cl 1.1.

274 Credit Suisse Virtuoso relies on the whole of the Bramid Supplier Agreement as if set out it in this Statement of Claim.

C.3 The Re-invoicing Service Agreement

275 On 13 June 2018, Bramid and Bluestone Resources entered into a Re-invoicing Service Agreement (**Bluestone Resources RSA**).

Particulars

The Bluestone Resources RSA was in writing and dated 13 June 2018 (CSA.0001.0006.4428).

276 The Bluestone Resources RSA provided for Bramid to settle Bluestone Resources' accounts payable by way of the following process (with defined terms having the meaning assigned in the Bluestone Resources RSA):

(a) Bluestone Resources could submit a request for settlement (in whole or in part) of a Supplier Invoice to Bramid: cl 2.1(a);

(b) Bramid would then issue and deliver to Bluestone Resources the related Service Invoice(s), the form of the payment assurance upload file (**PAUF**) and accompanying Customer authorisation letter: cl 2.1(b);

(c) Bluestone Resources would execute the PAUF and authorising letter and submit them to GCUK, in accordance with the customer agreement between Bluestone Resources and GCUK, at least three Business Days prior to the relevant Advance Date: cl 2.1(c);

(d) GCUK could elect to fund the Settlement Advance, whereupon Bramid would sell the Service Invoice to GCUK at a price equal to the Settlement Advance; and request GCUK make payment of an amount equal to the Settlement Advance to Bluestone Resources on the Advance Date: cl 2.1(d);

(e) Bluestone Resources, as paying agent for Bramid, would transfer the Settlement Advance to the applicable Supplier to pay the relevant Supplier Invoice: cl 2.1(e); and

(f) if GCUK did not elect to fund the Settlement Advance pursuant to cl 2.1(d) and therefore decided not to purchase the Service Invoice from Bramid then the related Service Invoice was automatically cancelled: cl 2.2.

277 It was an express term of the Bluestone Resources RSA that (with defined terms having the meaning assigned in the Bluestone Resources RSA):

(a) Bluestone Resources would pay Service Invoices on or before the Maturity Date: cl 2.3;

(b) where all or any part of the sums due on a Service Invoice had not been paid when due and payable, interest on the unpaid amount would accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at the Transaction Rate: cl 2.4;

(c) Bluestone Resources would only submit Supplier Invoices in respect of genuine and lawful trade transactions arising in the ordinary course of business for the sale, supply and purchase of goods and/or services between Bluestone Resources and Supplier: cl 3.1,

where:

(d) **Account Receivable** meant the right to receive any and all present and future payments of money due and payable, whether due now or payable

in the future as a result of the Supply Agreement;

(e) **Settlement Advance** meant, with respect to a Supplier Invoice, the total amount of the funds set out in a request made pursuant to cl 2.1(a);

(f) **Service Invoice** meant an invoice for the Servicing Fee;

(g) **Servicing Fee** meant the fee chargeable by Bramid in respect of provision of the Settlement Advance;

(h) **Supplier** meant an entity, including without limitation any company that is directly or indirectly controlled by or under common control of, or with, Bluestone Resources, to which Bluestone Resources wishes payment to be made in accordance with the terms of this Agreement;

(i) **Supplier Invoice** meant an invoice raised by Bramid in respect of an Account Receivable; and

(j) **Supply Agreement** meant the agreement between Supplier and Bluestone Resources for the sale, supply and purchase of goods and/or services and pursuant to which Accounts Receivable arise.

278 Credit Suisse Virtuoso relies on the whole of the Bluestone Resources RSA as if set out it in this Statement of Claim.

C.4 The Bluestone Resources Customer Agreement

279 On 14 June 2018, GCUK entered into a Customer Agreement with Bluestone Resources, which was amended from time to time (**Bluestone Resources Customer Agreement**).

Particulars

Customer Agreement dated 14 June 2018 (CSA.0001.0006.4440). First Amendment dated 7 December 2018 (CSA.0001.0006.4435). Second Amendment dated 10 June 2019 (CSA.0001.0006.4430).

Fee Letter Side Agreement dated 31 July 2020 (CSA.0001.0006.4442).

Amendment to Fee Letter Side Agreement dated 24 September 2020 (CSA.0001.0006.4431).

Amendment to Fee Letter Side Agreement dated 13 October 2020

(CSA.0001.0006.4444).

Side Letter to the Customer Agreement dated 8 January 2021 (CSA.0001.0006.4434).

Side Letter to the Customer Agreement dated 29 January 2021 (CSA.0001.0006.4437).

280 The Bluestone Resources Customer Agreement was a customer agreement for the purposes of cl 2.1(c) of the Bluestone Resources RSA.

281 The Bluestone Resources Customer Agreement (as amended) provided for Bluestone Resources to make payments to GCUK in respect of Bluestone Resources' account payables that had been financed by GCUK pursuant to the regime described in the Bluestone Resources RSA and the Bramid Supplier Agreement by way of the following process (with defined terms having the meaning assigned in the Bluestone Resources Customer Agreement):

(a) Bluestone Resources could submit payment assurance upload files (**PAUFs**) in respect of Accounts Receivable: cl 2.1; and

(b) Bluestone Resources would then pay the Account Receivable set out in each PAUF by the relevant Maturity Date: cl 2.2.

282 For the purposes of the Bluestone Resources Customer Agreement, "Supplier Agreement" meant the Bramid Supplier Agreement.

283 For the purposes of the Bluestone Resources Customer Agreement, "Supplier" meant Bramid.

284 It was an express term of the Bluestone Resources Customer Agreement that (with defined terms having the meaning assigned in the Bluestone Resources Customer Agreement):

(a) in respect of the Accounts Receivable set out in each PAUF, Bluestone Resources created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation in favour of Supplier or the Supplier's Transferee to pay or procure the payment in full by the Maturity Date an amount equal to and in the same currency as the relevant Certified Amount without deduction, withholding or

counterclaim and without exercising any right of set-off under the Underlying Relationship or otherwise: cl 2.2;

(b) such payment would be due and payable by Bluestone Resources on the Maturity Date, irrespective of any non- or partial performance by a Supplier: cl 2.2;

(c) on the occurrence of a Default Event, all obligations to make payment under cl 2.2 then unpaid would become immediately due and payable without any further action by Supplier's Transferee: cl 2.2;

(d) if Bluestone Resources failed to make any payment, or to cause any payment to be made, when due under the Bluestone Resources Customer Agreement, where such failure was not remedied within seven calendar days of its due date, interest on the unpaid amount would accrue daily: cl 2.9;

(e) Bluestone Resources accepted and consented to the Transfer of each Account Receivable to and by any FI Group Member and thereafter by any Person to whom such Account Receivable or part thereof had been Transferred: cl 2.8;

(f) Bluestone Resources would only submit PAUFs in respect of genuine and lawful trade transactions arising in the ordinary course of business for the sale, supply and purchase of goods and/or services between it or an affiliated company and Supplier: cl 3.1;

(g) Bluestone Resources represented and warranted at 14 June 2018 and on each date on which it submitted a PAUF as if made on such date with reference to the facts and circumstances then existing, that:

(i) each Person who purported to submit a PAUF on behalf of Bluestone Resources had been duly authorised by Bluestone Resources and each PAUF was duly authorised by and was binding on Bluestone Resources: cl 4.1.2;

(ii) the obligation set out in cl 2.2 was an irrevocable, legal, valid and binding obligation of Bluestone Resources which was fully enforceable against Bluestone Resources by the relevant Supplier's Transferee: cl 4.1.3;

(iii) Bluestone Resources would not assert that any Account Receivable Transferred by Supplier or Supplier's Transferee has been invalidly sold or assigned to the relevant Supplier's Transferee: cl 4.1.5; and

(iv) all information provided by or on behalf of Bluestone Resources to GCUK was true, complete and accurate, without omission and not misleading: cl 4.1.8;

(h) in the event that Bluestone Resources submitted a PAUF which identified a Supplier, but the PAUF was in respect of an account receivable which was related to a party who was not the named Supplier, following payment by GCUK of funds to the named Supplier, Bluestone Resources created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation of Bluestone Resources in favour of GCUK to make payment in accordance with cl 2.2 as if the "certified amount" as specified in the relevant PAUF was a "Certified Amount", payable to the relevant Designated Account on the relevant Maturity Date: cl 5.2,

where:

(i) **Account Receivable** meant the right or purported right of Supplier to receive any and all present and future payments of money due and payable, whether due now or payable in the future, as a result of the Underlying Relationship, whether or not earned by performance, details of which are set out in a PAUF: cl 1.1;

(j) **Certified Amount** meant an amount equal to the amount of the related Account Receivable as specified in the relevant PAUF: cl 1.1;

(k) **Default Event** meant, *inter alia*, any failure by Bluestone Resources to make any payment or to cause payment to be made when due under this Agreement here such failure is not remedied within seven calendar days of the due date: cl 1.1;

(l) **Designated Account** meant the bank account of the intended recipient of the relevant payment: cl 1.1;

(m) **FI Group Member** meant GCPL and each company, partnership or other

entity that is directly or indirectly controlled by or under common control of or with GCPL from time to time, including GCUK: cl 1.1;

(n) **Maturity Date** meant, in relation to a Payment Obligation, the settlement date of that Payment Obligation, and specified in the relevant PAUF or, if such date is not a Business Day, the preceding Business Day: cl 1.1;

(o) **Payment Obligation** meant the benefit of Bluestone Resources' obligation to pay as provided by cll 2.2 and 5.2 of the Bluestone Resources Customer Agreement, as well as any obligation to pay any late payment interest on the Certified Amount: cl 1.1;

(p) **Person** meant an individual, partnership, corporation (including a business trust), limited liability company, limited partnership, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof: cl 1.1;

(q) **Supplier** meant any person together with its successors and permitted assigns with whom a Supplier Agreement is at the relevant time in force: cl 1.1;

(r) **Supplier Agreement** meant the agreement between an FI Group Member and a Supplier that regulates Transfers to an FI Group Member: cl 1.1;

(s) **Transfer Notice** meant a written noticed provided to Bluestone Resources from a Supplier or a Supplier's Transferee that an Account Receivable (or part thereof) has been sold by the Supplier or the Supplier's Transferee: cl 1.1;

(t) **Transfer, Transferred or Transfers** meant the sale, assignment or transfer or purported sale, assignment or transfer of an Account Receivable (whether in whole or in part): cl 1.1; and

(u) **Underlying Relationship** meant a business relationship or purported business relationship between a Customer and a Supplier: cl 1.1.

285 Credit Suisse Virtuoso relies on the whole of the Bluestone Resources Customer Agreement as if set out in this Statement of Claim.

286 [NOT USED]

287 [NOT USED]

288 [NOT USED]

C.5 Bluestone Resources as a Customer under the 2019 Policy

289 Customer Endorsement 44, dated 13 March 2019 and effective 1 March 2019, purported to provide that the Insurer endorsed Bluestone Resources as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 40 million, an Aggregate Customer Limit of USD 40 million and a Maximum Tenor of 364 days from the date the Insured acquired the Debt.

Particulars

Customer Endorsement 44 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0006.4425).

C.6 Bluestone Resources Single-Obligor Note Programme

290 On 26 April 2017, Wickham, TMF Luxembourg SA and Citibank entered into a Master Trust Deed, which was supplemented on 26 November 2018 (**Wickham Master Trust Deed**).

Particulars

The Wickham Master Trust Deed was in writing and dated 26 November 2018 (CSA.0001.0001.3207). It was supplemented by Supplemental Master Trust Deed dated 26 November 2018 (CSA.0001.0006.4472).

291 GCUK, Wickham and Citibank entered into a Master Funded Participation Agreement (**MFPA**), which was amended from time to time and restated on 26 November 2018.

Particulars

MFPA as amended and restated on 26 November 2018, including cl 2.1 (CSA.0001.0006.4473).

292 Pursuant to the Wickham Master Trust Deed and the MFPA, Wickham issued notes (**Bluestone Resources Single-Obligor Notes**) that were secured by Bluestone Resources' payment obligations under the Bluestone Resources

Customer Agreement pleaded at subparagraphs 284(a), (c) and (d) above (**Bluestone Resources Single-Obligor Payment Obligations**).

Particulars

The Bluestone Resources Single-Obligor Notes were in Compartment HR.

The Bluestone Resources Single-Obligor Notes which are the subject of this claim are described in Table 3.2 of Annexure P to this Statement of Claim.

293 Between 8 April 2020 and 24 February 2021, the benefit of the Bluestone Resources Single-Obligor Payment Obligations under the Bluestone Resources Customer Agreement was acquired by Wickham pursuant to the terms of the MFPA, as amended and restated on 26 November 2018.

Particulars

GCUK's offer, and Wickham's acceptance of the benefit of the Bluestone Resources Single-Obligor Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Bluestone Resources Single- Obligor Notes.

294 Between 8 April 2020 and 24 February 2021, Credit Suisse Virtuoso:

(a) acquired the Bluestone Resources Single-Obligor Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 3.2 of Annexure P to this Statement of Claim for the Bluestone Resources Single-Obligor Commodities Notes.

Particulars

The Bluestone Single-Obligor Notes were acquired by Credit Suisse Virtuoso between 8 April 2020 and 24 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Bluestone Single-Obligor Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

295 Between 7 October 2021 and 8 October 2021, the Bluestone Resources

Single- Obligor Notes were transferred to Greensill Bank.

Particulars

The Bluestone Single-Obligor Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Bluestone Single- Obligor Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 7 October 2021 and 8 October 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

C.7 Payment failures

296 Between April 2020 and February 2021, Bluestone Resources submitted PAUFs under the Bluestone Resources Customer Agreement.

297 Since approximately March 2021, Bluestone Resources has failed to make payments in accordance with the Bluestone Resources Single-Obligor Payment Obligations under the Bluestone Resources Customer Agreement.

Particulars

Details of the debts in respect of which Bluestone Resources has failed to make any payment are set out in Table 3.1 of Annexure P to this Statement of Claim.

298 [NOT USED]

299 On 24 June 2022, Bluestone Resources, the administrator of Greensill Bank, Hoffman, Wickham, the administrators of GCUK and Credit Suisse Asset Management (Schweiz) AG (among others) entered a Standstill and Forbearance Agreement, which was amended on 11 November 2022. Under the Standstill and Forbearance Agreement Greensill Bank, Credit Suisse Virtuoso and Credit Suisse Nova agreed not to take action on any claim against Bluestone Resources for a two-year period, during which Bluestone Resources (among others) would repay a portion of the Bluestone Resources Single-Obligor Payment Obligations each week.

Particulars

The Standstill and Forbearance Agreement was in writing and dated 24 June 2022 (CSA.0023.0002.6914).

The First Amendment to the Standstill and Forbearance Agreement was in writing and dated 11 November 2022 (CSA.0001.0031.0001).

The Insurer was notified of the Standstill and Forbearance Agreement by letter from CMS to Clyde & Co dated 4 July 2022 (CSA.0023.0002.6911).

300 [NOT USED]

C.8 Claims on the 2019 Policy

301 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 297 above.

Particulars

The Claim Form dated 13 October 2021, with annexures, was submitted by Greensill Bank's administrator on 13 October 2021, claiming the amount of USD 20,000,000.00 (CSA.0001.0008.2106; CSA.0001.0008.2180; CSA.0001.0008.2179; CSA.0001.0008.2178).

The Bluestone Resources Single-Obligor Notes which are the subject of the 2019 Policy are described in Table 3.2 of Annexure P to this Statement of Claim.

302 [NOT USED]

C.9 Insurer has failed to pay

303 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso, under the 2019 Policy in respect of the Bluestone Resources Single-Obligor Notes.

304 [NOT USED]

305 [NOT USED]

306 [NOT USED]

ANNEXURE D

D CATFOSS DBT

D.1 Catfoss DBT and other relevant parties

307 At all materials times, Catfoss DBT (as defined at paragraph 129 above) was, and is, a company incorporated under the laws of the United Kingdom.

308 At all material times, Catfoss DBT was wholly owned by Schosween 44 Limited (**S44**).

309 S44 is, and was at all material times, incorporated under the laws of the United Kingdom.

310 On or around 26 February 2019, S44's name was changed to Catfoss Investments Ltd (**Catfoss Investments**).

311 At all material times, Catfoss DBT and related entities were engaged in the manufacture and construction of modular buildings.

D.2 The Instalment Payment Agreement

312 On 19 December 2018, GCUK entered into an Instalment Payment Agreement (**Catfoss DBT IPA**) with Catfoss DBT.

Particulars

The Catfoss DBT IPA was in writing and dated 19 December 2018 (CSA.0001.0006.1146).

313 The Catfoss DBT IPA provided for GCUK to provide financing to Catfoss DBT up to the "Facility Amount" (being GBP 15,300,000) according to the following process:

(a) Catfoss DBT could submit to GCUK a PAUF which set out one or more "Drawdown Amounts" which amounts Catfoss DBT intended to use to discharge one or more "Payables", together with the "Maturity Dates" for the corresponding "Repayment Amounts": cl 1;

(b) if GCUK accepted the offer to pay the Drawdown Amounts to Catfoss DBT as set out in the PAUF, it was to procure payment of those amounts

within five business days to allow Catfoss DBT to discharge the applicable Payable(s): cl 1; and

(c) for each Drawdown Amount paid by GCUK, Catfoss DBT agreed to pay the corresponding "Repayment Amount" on the "Maturity Date": cl 2.

314 It was an express term of the Catfoss DBT IPA that (with defined terms having the meaning assigned in the Catfoss DBT IPA):

(a) Catfoss DBT's obligation to remit the Repayment Amounts to GCUK in accordance with the Catfoss DBT IPA was absolute, unconditional, non-cancellable, and independent, and would not be subject to any withholding, deduction, set-off, claim or defence for any reason, including but not limited any default by a third party: cl 2;

(b) if full payment of any Repayment Amount and other amount payable was not received by GCUK within 5 clear days of the applicable Maturity Date, Catfoss DBT agreed to pay interest on the overdue amounts at the rate the lesser of 1.5% per month of the maximum amount allowed by law: cl 2;

(c) the following constituted defaults under the Catfoss DBT IPA: (i) Catfoss DBT failed to pay when due any sums under the Catfoss DBT IPA; (ii) Catfoss failed to perform or observe any obligation or breached any representation in the Catfoss DBT IPA; and (iii) Catfoss DBT ceased business or became insolvent, or bankruptcy, reorganisation or insolvency proceedings were instituted by or against Catfoss DBT: cl 5;

(d) in the event of a Default that is not cured within 30 days of written notice of its occurrence, GCUK could require all outstanding Repayment Amounts to become due and payable by Catfoss DBT: cl 6,

where:

(e) **PAUF** meant a payment assurance upload file created in respect of each Payable, setting out Drawdown Amount(s) to be paid to Catfoss DBT by GCUK, the Drawdown Date on which payment would be made by GCUK, and the Maturity Date(s) for the corresponding Repayment Amount(s) in respect of such Drawdown Amount(s);

(f) **Drawdown Amounts** had the meaning set out in a PAUF, with the aggregate of Drawdown Amounts under the Catfoss DBT IPA, offset by Repayment Amounts remitted to the Designated Funder Account, not to exceed the Facility Amount;

(g) **Payables** meant payments which Catfoss DBT may have wished to make from time to time in respect of certain of its business transactions; and

(h) **Repayment Amounts** had the meaning as set out in a PAUF.

315 Credit Suisse Virtuoso relies on the whole of the Catfoss DBT IPA as if set out in this Statement of Claim.

316 [NOT USED]

D.3 Catfoss DBT Note Programme

317 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Catfoss DBT Notes**) that were secured by Catfoss DBT's payment obligations under the Catfoss DBT IPA (**Catfoss DBT Payment Obligations**).

Particulars

The Catfoss DBT Notes were in Compartment KP.

The Catfoss DBT Notes which are the subject of this claim are described in Table 4.2 of Annexure P to this Statement of Claim.

318 Between 25 February 2021 to 26 February 2021, the benefit of the Catfoss DBT Payment Obligations under the Catfoss DBT IPA was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Catfoss DBT Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Catfoss DBT Notes.

319 Between 25 February 2021 and 26 February 2021, Credit Suisse Virtuoso:

(a) acquired the Catfoss DBT Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee'

of Table 4.2 of Annexure P to this Statement of Claim for the Catfoss DBT Notes.

Particulars

The Catfoss DBT Notes were acquired by Credit Suisse Virtuoso between 25 February 2021 and 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Catfoss DBT Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the date of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

320 On 4 July 2022, the Catfoss DBT Notes were transferred to Greensill Bank.

Particulars

The Catfoss DBT Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Catfoss DBT Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled on 4 July 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

D.4 Correspondence between GCUK and the Insurer

321 On or around 18 December 2018, GCUK sent an email to BCC, as agent for the Insurer:

(a) requesting an insurance limit in respect of the Catfoss DBT Payment Obligations to GCUK under the Catfoss DBT IPA;

(b) requesting cover of GBP 12 million and maximum tenor of 360 days;

(c) describing GCUK's arrangement with Catfoss DBT as a "*SCF facility to support a second NHS project*";

(d) describing Catfoss DBT as a special-purpose vehicle to carry out an

expansion of an emergency wing of a UK hospital;

(e) describing Catfoss DBT as "*a pass through credit for University Hospitals of Derby and Burton NHS Foundation Trust*";

(f) stating that GCUK proposed to run the Catfoss DBT project in the same way as the Noviniti Poole project; and

(g) expressly stating that:

(i) GCUK would be "*allowing a draw down on the facility as the project construction progresses on a staged basis*"; and

(ii) GCUK would have full security over Catfoss DBT.

Particulars

Email from Lex Greensill (GCUK) to Brereton (BCC) dated 18 December 2018 (CSA.0001.0006.0897).

322 On or around 18 December 2018, BCC replied to GCUK's email pleaded at paragraph 321 above stating that it would provide cover.

Particulars

Email from Brereton (BCC) to Lex Greensill (GCUK) dated 18 December 2018 (CSA.0001.0006.0897).

323 On or around 18 December 2018, GCUK wrote to BCC stating that the premium rate should be the same as the cover for Noviniti Poole.

Particulars

Email from Lex Greensill (GCUK) to Brereton (BCC) dated 18 December 2018 (CSA.0001.0006.0897).

324 On 20 December 2018, BCC returned a signed Customer Endorsement 63 to the 2018 Policy purporting to endorse Catfoss DBT as a Customer.

325 Customer Endorsement 34, dated 13 March 2019 and effective 1 March 2019, purported to provide that the Insurer endorsed Catfoss DBT as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 15 million, an Aggregate Customer Limit of GBP 15 million and a Maximum Tenor of 365 days.

Particulars

Customer Endorsement 34 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0006.1122).

326 [NOT USED]

327 [NOT USED]

328 [NOT USED]

D.5 Payment failures

329 Catfoss DBT has failed to pay the Repayment Amounts by the corresponding Maturity Dates.

Particulars

Details of the debts in respect of which Catfoss DBT has failed to make payment are set out in Table 4.1 of Annexure P to this Statement of Claim.

330 [NOT USED]

331 [NOT USED]

D.6 Claims on the 2019 Policy

332 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 329 above.

Particulars

The Claim Form dated 14 July 2022, with annexures, was submitted by Greensill Bank's administrator on 14 July 2022, claiming the amount of GBP 12,406,923 (CSA.0023.0002.7141; CSA.0023.0002.7138; CSA.0023.0002.7139; CSA.0023.0002.7140).

The Catfoss DBT Notes are described in Table 4.2 of Annexure P to this Statement of Claim.

333 [NOT USED]

D.7 Insurer has failed to pay

334 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Catfoss DBT Notes.

335 [NOT USED]

336 [NOT USED]

337 [NOT USED]

ANNEXURE E

E KERRY IRELAND

E.1 Kerry Ireland and other relevant parties

338 M.I.S Motorsport Limited (**Kerry Leeds**) was:

(a) at all material times a company incorporated under the laws of the United Kingdom; and

(b) formerly named Kerry Leeds Investments Limited.

339 At all material times, Kerry Leeds engaged in the business of motor insurance.

340 Kerry Ireland (as defined at paragraph 135 above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

341 At all material times, Kerry Ireland:

(a) held 100% of the issued shares in Kerry Leeds; and

(b) was expected to receive itself, or by its subsidiaries, payments relating to the provision of insurance by third parties.

E.2 The SPD, the PUD and the Commercial Terms Letter

342 On 23 December 2019, Kerry Leeds and GCUK entered into a Sub-Participation Deed (**SPD**) which was:

(a) amended from time to time; and

(b) restated and novated from Kerry Leeds to Kerry Ireland on 2 July 2020.

Particulars

The SPD was in writing and dated 23 December 2019 (CSA.0001.0008.4347).

The Deed of Amendment and Restatement with respect to the SPD was in writing and executed on 2 July 2020 (CSA.0001.0008.4278).

343 The SPD (as amended, novated and restated) provided for GCUK to purchase, from time to time, a contractual right to be paid in respect of Kerry Ireland's accounts receivable by way of the following process (with defined terms having the meaning assigned in the SPD):

(a) from time to time, Kerry Ireland could submit Offer Files to GCUK, with each Offer File and Offer Notice constituting an offer by Kerry Ireland to grant the Participation specified in such Offer File to GCUK in consideration for payment of the relevant Purchase Amount: cl 2.1;

(b) once an Offer File was submitted by Kerry Ireland to GCUK together with a corresponding Offer Notice, GCUK could accept the offer and acquire the Participations that are the subject of such Offer File at its absolute discretion: cl 2.2;

(c) with effect from GCUK's acceptance of any offer made by Kerry Ireland in accordance with cl 2.2, Kerry Ireland granted to GCUK a Participation in the applicable Participation Amount: cl 2.3,

where:

(d) **Participation** meant a contractual right of GCUK to be paid by Kerry Ireland in respect of the Relevant Portfolio, as further set out at cl 3;

(e) **Participation Amount** meant, in respect of a Participation, the amount identified as such in the relevant Offer File;

(f) **Purchase Amount** meant in respect of any Participation offered to GCUK pursuant to any Offer File, the amount payable by GCUK in consideration for acquiring such Participation, as set out in the relevant Offer File;

(g) **Relevant Contract** meant, in relation to each Relevant Portfolio, each underlying contract once entered into between Kerry Ireland or the relevant Subsidiary and its customer; and

(h) **Relevant Portfolio** meant each relevant portfolio of account receivable owed or to become owed to Kerry Ireland and/or a Subsidiary, as referred to in the applicable Offer File: cl 1.1.

344 It was an express term of the SPD (as amended, novated and restated) that (with defined terms having the meaning assigned in the SPD):

(a) each Participation represented a contractual right of GCUK to be paid by Kerry Ireland an amount equal to all Receipts in respect of the Relevant Portfolio up to the relevant Participation Amount: cl 3.1;

(b) Kerry Ireland acknowledged and agreed that the amount of Receipts received by any Obligor would not affect in any way the amounts payable by Kerry Ireland pursuant to any Payment Obligation, which were independent, non-contingent, primary payment obligations of Kerry Ireland to pay the relevant Payment Amount on its Payment Date (as defined in the PUD) in accordance with the PUD: cl 5.4;

(c) Kerry Ireland would monitor the performance of the Relevant Portfolio and provide GCUK with related reporting, including a report in the agreed form showing the performance of each Relevant Portfolio by the day falling 10 calendar days after the end of each month: cl 5.5;

(d) Kerry Ireland would ensure that at all times each Relevant Contract, among other things, was subject to security granted in favour of GCUK: cl 5.6;

(e) on each Payment Date applicable to a Participation, Kerry Ireland would pay to GCUK an amount equal to all Receipts arising during the relevant Participation Period, up to a maximum of that Participation's Participation Amount in the order of priority set out in cl 6.1(a) and (b): cl 6.1,

where:

(f) **Payment Obligation** had the meaning given to that term in the PUD, in respect of each Participation offered to GCUK pursuant to an Offer File; and

(g) **Receipts** meant any and all amounts received by or due and payable to Kerry Ireland or a Subsidiary under or in connection with the Relevant Portfolio.

345 Credit Suisse Nova relies on the whole of the SPD, as amended, restated and novated, as if set out in this Statement of Claim.

346 On 23 December 2019, Kerry Leeds and GCUK entered into a Payment Undertaking Deed (**PUD**) which was:

(a) amended from time to time; and

(b) restated and novated from Kerry Leeds to Kerry Ireland on 2 July 2020.

Particulars

The PUD was in writing and dated 23 December 2019 (CSA.0001.0008.4362).

The Deed of Amendment and Restatement with respect to the PUD was in writing and executed on 2 July 2020 (**PUD Amendment Deed**) (CSA.0001.0008.4268).

347 It was an express term of the PUD that, as amended, novated and restated (with defined terms having the meaning assigned in the PUD):

(a) from time to time Kerry Ireland could submit to GCUK Payment Obligation Files: cl 2.1;

(b) Kerry Ireland created and assumed in respect of each Payment Obligation File received by GCUK a primary, independent, irrevocable, unconditional, legal, valid, transferable and binding obligation of Kerry Ireland in favour of GCUK (or, in the event of a Transfer, in favour of the Transferee) to pay or procure the payment to the relevant Designated Account on each Payment Date, an amount equal to each Payment Amount corresponding to such Payment Date: cl 2.2;

(c) upon the occurrence of a Default Event or termination of the PUD, all obligations to make payment under cl 2.2 then unpaid would become immediately due and payable without any further action by GCUK or any Transferee: cl 2.2;

(d) Kerry Ireland consented to the sale, assignment or transfer of, grant of a participation in, a declaration of trust or the creation of security over any Payment Obligation by GCUK to, or in favour of, any Person and thereafter by any Transferee too, or in favour of, any Person: cl 2.6,

where:

(e) **Default Event** meant, among other things, (i) any failure by Kerry Ireland to make any payment or to cause payment to be made, when due under any Transaction Document such failure Is not remedied within three Business Days following the due date; (ii) an Event of Insolvency; and (iii) any event designated as such by Kerry Ireland and GCUK under any other Transaction Document;

(f) **Payment Amount** meant each amount described as such in any Payment Obligation File;

(g) **Payment Date** meant, in respect of any Payment Amount, the date corresponding to such payment Amount as specified in the relevant Payment Obligation File (or if such day is not a Business Day, the preceding Business Day); and

(h) **Transaction Documents** meant the PUD, the SPD, any security document designated as such entered into by Kerry Ireland and GCUK in connection with the PUD, each fee or commercial letter between the parties in relation to the PUD and any other document designated as such by Kerry Ireland and GCUK.

348 Credit Suisse Nova relies on the whole of the PUD, as amended, restated and novated, as if set out in this Statement of Claim.

349 Also on 23 December 2019, GCUK and Kerry Leeds entered into a *"Commercial terms letter in relation to Sub-Participation Deed"* (**Commercial Terms Letter**) which was amended and novated to include Kerry Ireland as a party on 2 July 2020.

Particulars

The Commercial Terms Letter was in writing and dated 23 December 2019 (CSA.0001.0008.4348).

The Amended Commercial Terms Letter was in writing and dated 2 July 2020 (CSA.0001.0008.4280).

350 Prior to amendment and novation, the Commercial Terms Letter provided that prior to Kerry Leeds submitting the first Offer Notice under the SPD, it was required to submit to GCUK, in form and substance satisfactory to GCUK, a Security Agreement by which it granted security to GCUK over all of its present and after acquired property, including bank accounts, all Relevant Contracts and the receivables arising from them: paragraph 4 and Schedule 1.

351 Following amendment and restatement, the Commercial Terms Letter provided that prior to Kerry Ireland submitting the first Offer Notice under the SPD (as amended and novated to Kerry Ireland), it was required to submit to GCUK, in

form and substance satisfactory to GCUK, an amendment and restatement deed in relation to the Security Agreement (by which Kerry Ireland granted security to GCUK over all of its present and after acquired property, including bank accounts, all Relevant Contracts and the receivables arising from them): paragraph 5 and Schedule 1.

352 On 6 January 2020, Kerry Leeds, Kerry Ireland and GCUK entered into a security agreement, which was amended and restated on 2 July 2020 (**Security Agreement**).

Particulars

The Security Agreement was in writing and dated 6 January 2020 (CSA.0001.0008.4345).

The Amended and Restated Security Agreement was in writing and dated 2 July 2020 (CSA.0001.0008.4281).

353 Prior to amendment and restatement, the Security Agreement provided that Kerry Leeds as security for its payment obligations under the SPD and PUD assigned to GCUK by way of security all its Receivables: cl 2.1(c), where:

(a) **Receivables** meant, in relation to each of Kerry Ireland and Kerry Leeds, all of its right, title and interest from time to time in and to all book and other debts of any nature including the Relevant Contracts; and

(b) **Relevant Contracts** had the meaning given to that term in the SPD.

354 Following amendment and restatement, the Security Agreement provided that Kerry Ireland, as security for its payment obligations under the SPD and PUD (as amended, restated and novated) assigned to GCUK by way of security all its Receivables: cl 2.1(c),

where:

(a) **Receivables** meant all of Kerry Ireland's right, title and interest from time to time in and to all book and other debts of any nature including the Relevant Contracts; and

(b) **Relevant Contracts** had the meaning given to that term in the SPD (as amended or restated).

355 [NOT USED]

356 [NOT USED]

E.3 Kerry Ireland Note Programme

357 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Kerry Ireland Notes**) that were secured by Kerry Leed's payment obligations under the PUD and SPD, and subsequently Kerry Ireland's payment obligations under the PUD and SPD as amended, restated and novated (**Kerry Payment Obligations**).

Particulars

The Kerry Ireland Notes were in Compartment NX.

The Kerry Ireland Notes which are the subject of this claim are described in Table 5.2 of Annexure P to this Statement of Claim.

358 Between 8 January 2020 to 5 February 2021, the benefit of the Kerry Payment Obligations under the PUD and the SPD (as amended, restated and novated) was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of Kerry Payment Obligations were set out in Pricing Supplements for the Kerry Ireland Notes and the PUD Amendment Deed.

359 Between about 8 January 2020 and 5 February 2021, Credit Suisse Nova:

(a) acquired the Kerry Ireland Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 5.2 of Annexure P to this Statement of Claim for the Kerry Ireland Notes.

Particulars

The Kerry Ireland Notes were acquired by Credit Suisse Nova between 8 January 2020 and 5 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Kerry Ireland Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Nova's

custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Nova's custodian and paid into an account in the name of the counterparty.

360 Between 18 February 2022 and 3 March 2022, the Kerry Ireland Notes were transferred to Greensill Bank.

Particulars

The Kerry Ireland Notes were transferred to Greensill Bank by Credit Suisse Nova as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Nova, to process the transfer of the Kerry Ireland Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 18 February 2022 and 3 March 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Nova, Clearstream for Greensill Bank).

E.4 Correspondence between GCUK and the Insurer

361 On or around 28 May 2020, GCUK sent an email to BCC and Marsh:

(a) requesting additional insurance of GBP 2.9 million in respect of Kerry Leeds existing payment obligations, in order to bring the finance provided to Kerry Leeds back within the Single Obligor Limit for Credit Suisse Nova; and

(b) describing the Kerry Leeds product as *"Seller Centric Accounts Receivables Finance".*

Particulars

Email from Craig Pinnington (GCUK) to Brereton (BCC) and Edward Smith (Marsh) dated 28 May 2020 and attached Excel sheet 'HIF shortfall obligors 28-05-2020' (CSA.0001.0006.8696; CSA.0001.0006.8699).

362 On or around 18 June 2020, Marsh sent an email to BCC proposing that cover be provided under the 2019 Policy in respect of Kerry Payment Obligations in the amount of USD 3 million.

363 On or around 18 June 2020, BCC sent an email to Marsh by which BCC agreed to extend cover under the 2019 Policy in respect of Kerry Payment Obligations in the amount of USD 3 million.

Particulars

Email from Edward Smith (Marsh) to Brereton (BCC) dated 18 June 2020 and Brereton's response dated 18 June 2020 (MMC_GCUK08_00020295).

364 Customer Endorsement 138, dated 25 June 2020 and effective 12 June 2020, and attached excel sheet 'Deductible Portfolio Limits', purported to provide that the Insurer endorsed Kerry Ireland as a Customer under the 2019 Policy with an Account Debtor Sublimit of USD 3 million and Maximum Tenor of 1,095 days.

Particulars

Customer Endorsement 138 was executed by BCC purportedly on behalf of the Insurer on 25 June 2020 (CSA.0001.0006.8940; CSA.0001.0006.8941).

Email from Brereton (BCC) to Edward Smith (Marsh) dated 25 June 2020, attaching Customer Endorsement 138 to the 2019 Policy signed by BCC (MMC_GCUK12_00003006; MMC_GCUK12_00003007).

365 [NOT USED]

366 [NOT USED]

367 [NOT USED]

E.5 Payment failures

368 Between 23 December 2019 and 2 July 2020, Kerry Leeds, and from 2 July 2020, Kerry Ireland, issued Offer Notices that were accepted by GCUK pursuant to the SPD and PUD.

369 On or around 20 December 2021, Kerry Ireland sold its shares in Kerry Leeds and, in partial payment of the Kerry Payment Obligations under the SPD and PUD, paid GCUK the amount of GBP 750,000.

370 On or around 21 December 2021, Kerry Ireland was placed into administration with administrators appointed to it.

371 Since about 5 March 2021, save as pleaded at paragraph 369 above, Kerry Ireland has failed to make payments in accordance with the Kerry Payment Obligations under the SPD and PUD.

Particulars

Details of the debts in respect of which Kerry Ireland has failed to make any payment are set out in Table 5.1 of Annexure P to this Statement of Claim.

372 [NOT USED]

373 [NOT USED]

E.6 Claims on the 2019 Policy

374 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 371 above.

Particulars

The Claim Form dated 4 March 2022, with annexures, was submitted by Greensill Bank's administrator on 4 March 2022, claiming the amount of USD 3,000,000 (CSA.0001.0008.4267; CSA.0001.0008.4265; CSA.0001.0008.4266; CSA.0001.0008.4264).

The Kerry Ireland Notes are described in Table 5.2 of Annexure P to this Statement of Claim.

375 [NOT USED]

E.7 Insurer has failed to pay

376 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Nova under the 2019 Policy in respect of the Kerry Ireland Notes.

377 [NOT USED]

378 [NOT USED]

379 [NOT USED]

ANNEXURE F

F LIBERTY COMMODITIES

F.1 Liberty Commodities and other relevant parties

380 Liberty Commodities Group (as defined at subparagraph 128(a)(ii) above) is, and was at all material times, incorporated under the laws of Singapore.

381 LCL (as defined at paragraph 128 above) is, and was at all material times:

(a) incorporated under the laws of the United Kingdom; and

(b) wholly owned by Liberty Commodities Group.

382 At all material times, Liberty FE (as defined at subparagraph 128(a)(i) above) was a company that was incorporated and registered in Dubai with registration number DMCC1075.

383 At all material times, Liberty Commodities Group, Liberty FE and LCL and their related entities were engaged in the business of wholesale trading a variety of goods.

F.2 The Receivables Purchase Deed

384 On 29 October 2018, GCUK entered into the Liberty Commodities RPA (as defined at paragraph 144 above), which was amended and restated on 6 December 2019.

Particulars

The Liberty Commodities RPA was in writing and dated 29 October 2018 (CSA.0001.0006.6317).

The Deed of Amendment and Restatement was in writing and executed on 6 December 2019 (CSA.0001.0006.6331).

385 The Liberty Commodities RPA (as restated) provided for the sale from time to time by LCL to GCUK of accounts receivable by way of the following process (with defined terms having the meaning assigned in the Liberty Commodities RPA):

(a) LCL could submit a Request that GCUK purchase from LCL certain

Proposed Receivables described in the Request: cl 2.1(A); and

(b) if GCUK accepted a Request, then subject to the satisfaction of the conditions set out in the Liberty Commodities RPA, GCUK would purchase and LCL would sell all of LCL's right, title and interest in the Proposed Receivables, from which point those receivables are described as Purchased Receivables: cl 2.1(B).

386 It was an express term of the Liberty Commodities RPA that (with defined terms having the meaning assigned in the Liberty Commodities RPA):

(a) LCL represents and warrants that in respect of any Purchased Receivables:

(i) the Receivable information contained in the exhibit to the Request was true and correct, including without limitation, the relevant invoice or data files, the list of the purchase order numbers, the invoice numbers, and the unpaid amounts due in respect thereof which comprised the Applicable Receivables: cl 3.1 and Schedule 6 (a);

(ii) each Applicable Receivable was an Eligible Receivable owed by the relevant Account Debtor: cl 3.1 and Schedule 6 (c);

(iii) immediately prior to the sale of each Applicable Receivable to GCUK, LCL was the legal and beneficial owner of such Applicable Receivable: cl 3.1 and Schedule 6 (d); and

(iv) no information at any time furnished in writing (including in electronic form) by LCL to GCUK in connection with the purchase by GCUK of the Applicable Receivables was by omission or otherwise misleading, inaccurate in any material respect as at the date it was furnished or (except as otherwise disclosed to GCUK in writing at or prior to such time) as of the date as of which such information was dated or certified: cl 3.1 and Schedule 6 (m);

(b) LCL would not submit a request unless LCL's representations and warranties in the Liberty Commodities RPA (as pleaded at subparagraph

(a) above) were true and accurate in all material respects: cl 2.2(ii);

(c) Liberty Commodities Group was jointly and severally obligated with LCL to pay and/or perform any amount, obligation or term or provision of the Liberty Commodities RPA: cl 2.7;

(d) LCL covenanted and agreed to take any and all actions necessary (including those requested by GCUK) to ensure that any and all Collections on account of the relevant Purchased Receivables were wired directly to GCUK's account, without adjustment, set-off or deduction of any kind or nature, no later than one Business Day following LCL's receipt thereof: cl 5.1(C)(1);

(e) an **Event of Repurchase** occurred when (among other events):

(i) any representation or warranty by LCL under the Liberty Commodities RPA with respect to any Purchased Receivables was incorrect when made (including, but not limited to, as to the purported existence of a Receivable); or

(ii) LCL failed to perform or observe any other term or covenant under the Liberty Commodities RPA with respect to the Purchased Receivables: cl 6;

(f) if an Event of Repurchase occurred, then LCL would:

(i) repurchase at the Repurchase Price all of the Purchased Receivables then outstanding affected by the Event of Repurchase; or

(ii) make payment by way of indemnity of an amount equal to the Repurchase Price where the purported Purchased Receivable does not exist: cl 6;

(g) GCUK might assign or otherwise deal with its interest in the Liberty Commodities RPA, any Purchased Receivable or any other Transaction Document: cl 16(a)(i);

(h) it was an **Event of Termination** if (among other events):

(i) LCL failed to perform or observe any term in the Liberty Commodities RPA;

(ii) LCL failed to make any payment to GCUK required under the

Liberty Commodities RPA; or

(iii) any representation or warranty made by LCL proved to have been incorrect or untrue in any material respect when made, and the consequences of such remained unremedied to the satisfaction of GCUK: cl 1.1;

(i) any amounts owing to GCUK under the Liberty Commodities RPA would accrue interest from and after the date when due at a rate per annum equal to the Discount Rate plus 2% until paid: cl 8,

where:

(j) **Account Debtor** meant each of the customers of LCL from time to time: cl 1.1;

(k) **Collections** meant with respect to any Purchased Receivable, all cash collections, wire transfers, electronic funds transfers, and other cash proceeds of such Purchased Receivable, whether received directly from the Account Debtor or indirectly from LCL and any amounts paid to LCL pursuant to clauses 5 and 6 of the Liberty Commodities RPA in respect of such Purchased Receivable: cl 1.1;

(l) **Eligible Receivable** meant a Receivable that, *inter alia*:

(i) was valid, current, in full force and effect and constituted the valid and binding obligations of an Account Debtor, enforceable in accordance with its terms;

(ii) immediately prior to its purported sale to GCUK, would be legally and beneficially owned by LCL; and

(iii) related to payment of consideration for an actual and bona fide sale of tangible movable goods produced by LCL in the ordinary course of its business: cl 1.1;

(m) **Proposed Receivables** meant the Receivables proposed by LCL to GCUK for purchase under the Liberty Commodities RPA and identified in a Request: cl 1.1;

(n) **Purchased Receivables** meant the Proposed Receivables purchased by

GCUK pursuant to cl 2.1(b); and

(o) **Receivables** meant all accounts, instruments, all right, title and interest to receive payment by LCL from an Account Debtor and any other contract rights whether now existing or hereafter created: cl 1.1.

387 Credit Suisse Virtuoso relies on the whole of the Liberty Commodities RPA (as restated) as if set out in this Statement of Claim.

388 [NOT USED]

389 [NOT USED]

F.3 Group guarantee

390 On 29 October 2018, Liberty Commodities Group and Liberty FE (as guarantors and indemnifiers) and GCUK (as beneficiary) entered into a deed of guarantee, whereby Liberty Commodities Group and Liberty FE agreed that they would jointly and severally guarantee and indemnify GCUK in relation to any failure by any Seller, Seller Representative, Servicer or parent under the Liberty Commodities RPA (**Liberty Commodities Group Guarantee**).

391 Under the Deed of Amendment and Restatement of the Liberty Commodities RPA dated 6 December 2019, Liberty Commodities Group and Liberty FE agreed that the Group Guarantee would continue in full force and effect and would extend to the liabilities of LCL to GCUK under the Liberty Commodities RPA as amended and restated on 6 December 2019.

Particulars

Deed of Amendment and Restatement of the Liberty Commodities RPA, cl 5 (CSA.0001.0006.6331).

392 [NOT USED]

F.4 Liberty Commodities Note Programme

393 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Liberty Commodities Notes**) that were secured by LCL's payment obligations under the Liberty Commodities RPA pleaded at subparagraphs 386(d), (f) and (i) above (**Liberty Commodities Payment Obligations**) and the payment obligations of Liberty FE and Liberty Commodities Group under the Liberty

Commodities Group Guarantee pleaded at paragraph 390 above (**Liberty Commodities Group Payment Obligations**).

Particulars

The Liberty Commodities Notes were in Compartment JY.

The Liberty Commodities Notes which are the subject of this claim are described in Table 6.2 of Annexure P to this Statement of Claim.

394 Between 8 December 2020 and 25 February 2021, the benefit of the Liberty Commodities Payment Obligations under the Liberty Commodities RPA and the Liberty Commodities Group Payment Obligations under the Liberty Commodities Group Guarantee was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Liberty Commodities Payment Obligations and the Liberty Commodities Group Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Liberty Commodities Notes.

395 Between 8 December 2020 and 25 February 2021, Credit Suisse Virtuoso:

(a) acquired the Liberty Commodities Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 6.2 of Annexure P to this Statement of Claim for the Liberty Commodities Notes.

Particulars

The Liberty Commodities Notes were acquired by Credit Suisse Virtuoso between 8 December 2020 and 25 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Liberty Commodities Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

396 Between 27 January 2022 and 4 February 2022, the Liberty Commodities

Notes were transferred to Greensill Bank.

Particulars

The Liberty Commodities Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Liberty Commodities Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 27 January 2022 and 4 February 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

F.5 The Liberty Commodities Customers under the 2019 Policy

397 Customer Endorsement 19, dated 13 March 2019 and effective 1 March 2019, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with an Aggregate Customer Limit of USD 5 million (to be reset as required if the Customer Limit is breached) and no Maximum Tenor:

(a) Liberty FE;

(b) Liberty Commodities Group; and

(c) LCL.

Particulars

Customer Endorsement 19 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0006.2688).

398 Customer Endorsement 19(i), dated 29 January 2020 and effective 1 March 2019, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset, each time, at the same level if breached), an Aggregate Customer Limit of USD 5 million (to be reset, each time, at the same level if breached) and no Maximum Tenor:

(a) Liberty FE;

(b) Liberty Commodities Group; and

(c) LCL,

by reference to their capacity as guarantors, seller and servicer.

Particulars

Customer Endorsement 19(i) was executed by BCC purportedly on behalf of the Insurer on 29 January 2020 (CSA.0001.0006.6253).

399 Customer Endorsement 19(ii), dated 29 April 2020 and effective 1 March 2019, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 5 million (to be reset, each time, at the same level if breached), an Aggregate Customer Limit of USD 5 million (to be reset, each time, at the same level if breached) and no Maximum Tenor:

(a) Liberty FE;

(b) Liberty Commodities Group; and

(c) LCL,

by reference to their capacity as Guarantors, Seller and Servicer under the Liberty Commodities RPA and the Group Guarantee.

Particulars

Customer Endorsement 19(ii) was executed by BCC purportedly on behalf of the Insurer on 29 April 2020 (CSA.0001.0008.1126).

400 Customer Endorsements issued during the Policy Period, purported to provide that the Insurer endorsed 24 Customers under the 2019 Policy, which were Account Debtors under the Liberty Commodities RPA, with Aggregate Customer Limits, Maximum Limits of Liability and Maximum Tenors as set out in the respective Customer Endorsements.

Particulars

The 24 additional Customers were: Acerinox SA (Customer Endorsement 94(ii)) (MMC_GCUK12_00002183); Aktien-Gesellschaft der Dillinger Huttenwerke (Customer Endorsement 83(i)) (MMC_GCUK12_00002200); Allegheny Technologies Incorporated (Customer Endorsement 74(i)) (CSA.0001.0006.6861); AMAG Austria

Metall AG (Customer Endorsement 103) (MMC_GCUK12_00002174); ArcelorMittal Sourcing SCA (Customer Endorsement 68) (MMC_GCUK12_00001569); Baosteel Resources International Company Limited (Customer Endorsement 92(i)) (CSA.0001.0006.6899); BGH Edelstahl Freital GmbH (Customer Endorsement 61(ii)) (MMC_GCUK12_00002179); Cargill Incorporated (Customer Endorsement 45(iii)) (CSA.0001.0006.7029); JFE Steel Corporation (Customer Endorsement 99) (MMC_GCUK12_00001986); LG International Corp. (Customer Endorsement 135) (CSA.0001.0006.6380); Minmetals Cheerglory Limited (Customer Endorsement 89) (MMC_GCUK12_00001746); Mitsui Bussan Metals Co., Ltd. (Customer Endorsement 90(ii)) (CSA.0001.0006.7025); Nucor Trading SA (Customer Endorsement 95(ii)) (CSA.0001.0006.7031); Outokumpu Oyj (Customer Endorsement 46(iii)) (CSA.0001.0006.7028); RPS Rohstoff-, Press- und Schneid-Betrieb Siegen GmbH (Customer Endorsement 63(ii)) (MMC_GCUK12_00002196); Salzgitter Flachstahl GmbH (Customer Endorsement 69(i)) (MMC_GCUK12_00001714); Sorin Corporation (Customer Endorsement 136) (CSA.0001.0006.6381); SSAB AB (Customer Endorsement 114) (CSA.0001.0006.6904); Sumitomo Corporation Europe Limited (Customer Endorsement 64(iv)) (CSA.0001.0006.6147); Tenaris S.A. (Customer Endorsement 112) (CSA.0001.0006.6902); Thyssenkrupp Materials Trading GmbH (Customer Endorsement 47(v)) (CSA.0001.0006.7027); Universal Stainless & Alloy Products, Inc (Customer Endorsement 81(i)) (MMC_GCUK12_00001740); Voestalpine Böhler Edelstahl GmbH (Customer Endorsement 60(ii)) (MMC_GCUK12_00002181); and Wieland-Werke AG (Customer Endorsement 66(ii)) (CSA.0001.0006.6151).

The Customer Endorsements were in writing and were purportedly signed on behalf of the Insurer.

401 On 9 June 2020, BCC purported to agree on behalf of the Insurer to endorse LS-Nikko Copper Inc, as a Customer under the 2019 Policy.

Particulars

Email from Edward Smith (Marsh) to Brereton (BCC) dated 21 May 2020

and Brereton's response dated 9 June 2020 (MMC_GCUK08_00021943).

F.6 Payment failures

402 Between December 2020 and February 2021, LCL sold accounts receivable to GCUK pursuant to the Liberty Commodities RPA.

403 Since approximately 2 March 2021, LCL has failed to make payments in accordance with the Liberty Commodities Payment Obligations under the Liberty Commodities RPA.

Particulars

Details of the debts in respect of which LCL has failed to make any payment are set out in Table 6.1 of Annexure P to this Statement of Claim.

404 [NOT USED]

405 Liberty FE and Liberty Commodities Group has failed to make payments in accordance with the Liberty Commodities Group Payment Obligations under the Liberty Commodities Group Guarantee.

406 [NOT USED]

F.7 Claims on the 2019 Policy

407 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraphs 403 and 405 above.

Particulars

The Claim Form dated 28 February 2022, with annexures, was submitted by Greensill Bank's administrator on 1 March 2022, claiming the amount of USD 274,072,328.29 (CSA.0001.0008.1114; CSA.0001.0008.1112; CSA.0001.0008.1115; CSA.0001.0008.1113).

The Liberty Commodities Notes are described in Table 6.2 of Annexure P to this Statement of Claim.

408 [NOT USED]

F.8 Insurer has failed to pay

409 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Liberty Commodities Notes.

410 [NOT USED]

411 [NOT USED]

412 [NOT USED]

ANNEXURE G

G LIBERTY FRANCE

G.1 Liberty France and other relevant parties

413 Liberty France (as defined at paragraph 130 above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

414 Liberty House (as defined at subparagraph 132(a)(iii) above) is, and was at all material times, a company incorporated under the laws of Singapore.

415 At all material times, Liberty France, Liberty House and related entities were part of a group of companies engaged in the business of wholesale trading and manufacture of steel, aluminium and engineering products.

416 Westford (as defined at paragraph 136 above) was at all material times:

(a) a company incorporated under the laws of Hong Kong; and

(b) carried on business as a commodities trading house and provided trade finance lending.

417 Prior to 2 August 2019, Westford had the company name Westford Trade Services Limited.

G.2 The Westford Supplier Agreement and Liberty France Customer Agreement

418 On 15 January 2019, GCUK (as Financial Institution) and Liberty France (as Company) entered into a Customer Agreement (**Liberty France Customer Agreement**).

Particulars

The Liberty France Customer Agreement was in writing and dated 15 January 2019 (CSA.0001.0008.3163).

419 The Liberty France Customer Agreement provided for the creation of payment obligations of Liberty France to Suppliers and Suppliers' Transferees by way of the following process (with defined terms having the meaning assigned in the Liberty France Customer Agreement):

(a) Liberty France, as Customer, could submit payment assurance upload files or PAUFs for each Account Receivable to GCUK, as Financial Institution, from time to time: Schedule, cl 2.1;

(b) upon submission of a PAUF, Liberty France assumed an independent, irrevocable, unconditional, legal, valid and transferrable obligation in favour of the Supplier, or in the event of a Transfer, in favour of each Supplier's Transferee, to pay or procure the payment of the Certified Amount in respect of that PAUF: cl 2.2; and

(c) Liberty France consented to the transfer of any Account Receivable by a Supplier to an FI Group Member (which included GCUK) pursuant to a Supplier Agreement: cl 2.8.

420 The Introduction to the Liberty France Customer Agreement provided that:

(a) from time to time, a Customer could enter into commercial trade transactions with Suppliers for the sale of goods and/or the supply of services to that Customer: part A; and

(b) GCUK (as Financial Institution) had entered or could in the future enter into an accounts receivable purchase agreement with a Supplier, whereby a Supplier could assign and GCUK could have assigned to them, on a non- recourse basis, Accounts Receivable arising out commercial transactions between a Supplier and a Customer: part B.

421 Credit Suisse Virtuoso relies on the whole of the Liberty France Customer Agreement as if set out in this Statement of Claim.

422 On 21 September 2018, GCUK (as Financial Institution) and Westford (as Supplier) entered into a Supplier Agreement (**Westford Supplier Agreement**).

Particulars

The Westford Supplier Agreement was in writing and dated 21 September 2018 (CSA.0001.0008.3162).

423 The Westford Supplier Agreement provided for the transfer of Westford's rights or purported rights to receive payments of money from a Customer arising from a business relationship, or purported business relationship,

between the Customer and Westford, to GCUK from time to time by way of the following process (with defined terms having the meaning assigned in the Westford Supplier Agreement):

(a) Westford could make an irrevocable, non-withdrawable, non-cancellable offer to Transfer the specified Accounts Receivable (which was the right to receive payment from the Customer) only to GCUK by Posting an Irrevocable Election: Schedule, cl 2.1;

(b) GCUK could accept that offer and purchase the Accounts Receivable the subject of that Irrevocable Election by notifying Westford of such acceptance: Schedule, cl 2.2;

(c) with effect from GCUK's acceptance of the Irrevocable Election in accordance with cl 2.2, Westford thereby sold, assigned and transferred to GCUK absolutely all right, title and interest in, to and under each Account Receivable set out in the Irrevocable Election: Schedule, cl 2.3; and

(d) by signing the agreement, Westford as Supplier:

(i) was deemed to have made an Irrevocable Election with respect to each Account Receivable in respect of which a PAUF has been Posted; and

(ii) authorised GCUK to Post the required input to the Platform on its behalf: cl 3.

424 Credit Suisse Virtuoso relies on the whole of the Westford Supplier Agreement as if set out in this Statement of Claim.

425 The Westford Supplier Agreement was a "Supplier Agreement" within the meaning of the Liberty France Customer Agreement.

426 Following entry into the Westford Supplier Agreement, Westford was a "Supplier" within the meaning of the Liberty France Customer Agreement.

427 For the purposes of the Westford Supplier Agreement:

(a) the Liberty France Customer Agreement was a "Customer Agreement";

(b) Liberty France was a Customer; and

(c) Accounts Receivable meant the right to receive payment from Liberty France.

428 [NOT USED]

429 [NOT USED]

430 [NOT USED]

431 [NOT USED]

432 [NOT USED]

G.3 Liberty France Note Programme

433 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Liberty France Notes**) that were secured by the payment obligations of:

(a) Liberty France under the Liberty France Customer Agreement; and

(b) Liberty House under the Liberty House Guarantee, (**Liberty France Payment Obligations**).

Particulars

The Liberty France Notes were in Compartment KR.

The Liberty France Notes which are the subject of this claim are described in Table 7.2 of Annexure P to this Statement of Claim.

434 Between 4 September 2020 to 26 February 2021, the benefit of the Liberty France Payment Obligations was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Liberty France Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Liberty France Notes.

435 Between 4 September 2020 and 26 February 2021, Credit Suisse Virtuoso:

(a) acquired the Liberty France Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss

Payee' of Table 7.2 of Annexure P to this Statement of Claim for the Liberty France Notes.

Particulars

The Liberty France Notes were acquired by Credit Suisse Virtuoso between 4 September 2020 and 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Liberty France Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

436 Between 18 February 2022 and 25 February 2022, the Liberty France Notes were transferred to Greensill Bank.

Particulars

The Liberty France Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Liberty France Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 18 February 2022 and 25 February 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

G.4 Liberty France as a Customer under the 2019 Policy

437 Customer Endorsement 35, dated 13 March 2019 and effective 1 March 2019, purported to provide that the Insurer endorsed Liberty France as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 75 million, an Aggregate Customer Limit of USD 75 million and a Maximum Tenor of 180 days from the date the Insured acquires Debt.

Particulars

Customer Endorsement 35 was executed by BCC purportedly on behalf

of the Insurer on 13 March 2019 (CSA.0001.0008.3181).

G.5 Payment failures

438 Between September 2020 and February 2021:

(a) Westford sold accounts receivable to GCUK pursuant to the Westford Supplier Agreement; and

(b) Liberty France assumed payment obligations to GCUK in respect of those accounts receivable pursuant to the Liberty France Customer Agreement.

439 Since approximately 1 March 2021, Liberty France and Liberty House have failed to make payments in accordance with the Liberty France Payment Obligations under the Liberty France Customer Agreement and the Liberty House Guarantee respectively.

Particulars

Details of the debts in respect of which Liberty France and Liberty House have failed to make any payment are set out in Table 7.1 of Annexure P to this Statement of Claim.

440 [NOT USED]

441 [NOT USED]

G.6 Claims on the 2019 Policy

442 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 439 above.

Particulars

The Claim Form dated 28 February 2022, with annexures, was submitted by Greensill Bank's administrator on the same date, claiming the amount of USD 74,723,487 (CSA.0001.0008.3248; CSA.0001.0008.3119; CSA.0001.0008.3250; CSA.0001.0008.3249).

The Liberty France Notes which are the subject of the 2019 Policy are described in Table 7.2 of Annexure P to this Statement of Claim.

443 [NOT USED]

G.7 Insurer has failed to pay

444 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Liberty France Notes.

445 [NOT USED]

446 [NOT USED]

447 [NOT USED]

ANNEXURE H

H LIBERTY HOUSE

H.1 Liberty House and other relevant parties

448 Liberty House (as defined at subparagraph 132(a)(iii) above) is, and was at all material times:

(a) a company incorporated under the laws of Singapore; and

(b) the parent company of a number of other companies within the Gupta Family Group Alliance to whom GCUK provided supply chain finance services.

449 Bramid (as defined at paragraph 270 above) was:

(a) a company that provided certain re-invoicing services to Liberty House; and

(b) at all material times incorporated under the laws of Bermuda.

H.2 The Origination Documentation

450 On 21 September 2017, GCUK (as Financial Institution) and Liberty House (as Company) entered into a Customer Agreement (**Liberty House Customer Agreement**).

Particulars

The Liberty House Customer Agreement was in writing and dated 21 September 2017 (CSA.0001.0008.2601).

451 The Introduction to the Liberty House Customer Agreement noted that GCUK had entered or could in the future enter into an account receivable purchase agreement with Supplier, whereby Supplier could assign and GCUK could have assigned to it Account Receivables arising out of commercial transactions between Supplier and a Customer (with defined terms having the meaning assigned in the Liberty House Customer Agreement): part B.

452 The Liberty House Customer Agreement provided for the creation of payment obligations assumed by Liberty House to, relevantly, GCUK as follows (with defined terms having the meaning assigned in the Liberty House Customer

Agreement):

(a) Liberty House could submit a payment assurance upload file or PAUF: Schedule, cl 2.1;

(b) in respect of the Accounts Receivable set out in each PAUF, Liberty House created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation to pay the relevant Certified Amount on the Maturity Date to, in the event of a Transfer of an Account Receivable by a Supplier to a Supplier's Transferee, the Supplier's Transferee: cl 2.2,

where:

(c) **Account Receivable** meant the right or purported right of Supplier to receive any and all present and future payments of money due and payable whether due now or payable in the future, as a result of the Underlying Relationship, whether or not earned by performance, details of which were set out in a PAUF;

(d) **PAUF** meant a payment assurance upload file, in the agreed format, which was created in respect of each Account Receivable, setting out details of Supplier, invoice number, Certified Amount and Maturity Date and any other details agreed by the parties and which Company may provide to Financial Institution from time to time;

(e) **Supplier** meant any Person, together with their successors and permitted assigns, with whom a Supplier Agreement was in force at the relevant time;

(f) **Supplier Agreement** meant the agreement between an FI Group Member and a Supplier that regulates Transfers to an FI Group Member;

(g) the definition of **FI Group Member** included GCUK; and

(h) **Underlying Relationship** meant a business relationship between a Customer and a Supplier.

453 Credit Suisse Virtuoso relies on the whole of the Liberty House Customer Agreement as if set out in this Statement of Claim.

454 On 21 September 2017, Bramid (as Service Provider) and Liberty House (as Customer) entered into a Re-Invoicing Service Agreement (**Liberty House RSA**).

Particulars

The Liberty House RSA was in writing and dated 21 September 2017 (CSA.0001.0008.2602).

455 The Liberty House RSA provided for Bramid to finance settlement of invoices submitted by Liberty House to Bramid by way of the following process (with defined terms having the meaning assigned in the Liberty House RSA):

(a) Liberty House could submit a request for settlement of a Supplier Invoice to Bramid: cl 2.1(a);

(b) on receipt of such a request, Bramid issued and delivered to Liberty House the Service Invoice, the form of the PAUF (as defined in the Liberty House Customer Agreement) and authorising letter for Liberty House to execute and submit to GCUK in accordance with the Liberty House Customer Agreement: cl 2.1(b) and (c);

(c) GCUK could elect to fund the Settlement Advance by purchasing the Service Invoice from Bramid and paying the amount of the Settlement Advance: cl 2.1(d); and

(d) alternatively, GCUK could elect not to fund the Settlement Advance pursuant to cl 2.1(d), upon which the related Service Invoice was automatically cancelled: cl 2.2.

456 Credit Suisse Virtuoso relies on the whole of the Liberty House RSA as if set out in this Statement of Claim.

457 The Liberty House Customer Agreement was a “Customer Agreement” within the meaning of the Liberty House RSA.

458 On 10 August 2016, GCUK (as Financial Institution) and Bramid (as Supplier) entered into a Master Supplier Agreement (**Bramid Supplier Agreement**).

Particulars

The Bramid Supplier Agreement was in writing and dated 10 August

2016 (CSA.0001.0007.3453).

459 The Bramid Supplier Agreement provided for the transfer of Bramid's rights or purported right to receive payments of money from a Customer arising from a business relationship, or purported business relationship, between the Customer and Bramid, to GCUK from time to time by way of the following process (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid could make an irrevocable, non-withdrawable, non-cancellable offer to sell the specified Accounts Receivable (which was the right to receive payment from the Customer) only to GCUK by submitting an Irrevocable Election: cl 2.1;

(b) GCUK could accept that offer and purchase the Accounts Receivable the subject of that Irrevocable Election by notifying Bramid of such acceptance: cl 2.2; and

(c) with effect from GCUK's acceptance of the Irrevocable Election in accordance with cl 2.2, Bramid thereby sold, assigned and transferred to GCUK absolutely all right, title and interest in, to and under each Account Receivable set out in the Irrevocable Election: Schedule, cl 2.3.

460 Credit Suisse Virtuoso relies on the whole of the Bramid Supplier Agreement as if set out in this Statement of Claim.

461 The Bramid Supplier Agreement was a "Supplier Agreement" within the meaning of the Liberty House Customer Agreement.

462 In the premises, Bramid was a Supplier within the meaning of the Liberty House Customer Agreement.

463 For the purposes of the Bramid Supplier Agreement:

(a) the Liberty House Customer Agreement was a "Customer Agreement";

(b) Liberty House was a Customer; and

(c) Accounts Receivable meant the right to receive payment from Liberty House.

464 [NOT USED]

465 [NOT USED]

466 [NOT USED]

467 [NOT USED]

H.3 Liberty House Note Programme

468 On 13 December 2016, GCUK, Lagoon Park and Citibank executed a Trust Deed (**Liberty House Trust Deed**).

Particulars

The Liberty House Trust Deed is in writing and is signed by and on behalf of GCUK, Citibank and Lagoon Park (CSA.0001.0008.2618).

469 Pursuant to the Liberty House Trust Deed (with defined terms having the meaning assigned in the Liberty House Trust Deed):

(a) GCUK declared a bare trust over the Eligible Accounts Receivable in favour of Citibank;

(b) Citibank declared a bare trust in favour of GCUK and Lagoon Park over the proceeds of such Eligible Accounts Receivable and over the balance from time to time standing to the credit of the trust account that Citibank maintained in respect of Liberty House; and

(c) **Eligible Accounts Receivable** meant the benefit of an unconditional undertaking given by the Obligor (identified in the appendix as Liberty House) under the Customer Agreement (identified in the appendix as the Liberty House Customer Agreement) to or for the benefit of GCUK, to pay or cause to be paid an amount equal to the amount of any receivables payable by the Obligor to a Supplier in respect of goods and/or services provided by such Supplier to the Obligor, the payment details of which unconditional undertakings are either set out in the Customer Agreement or loaded onto the Platform by the Obligor or otherwise evidenced through written payment details provided or by written records held for or with respect to the Obligor and which receivables have been transferred to GCUK provided that no such

receivable shall have a maturity date which falls more than the number of days specified in the appendix (that number being 364 days) after the date on which such receivable was so transferred to GCUK and further provided that such payment undertaking shall be included in an instrument acknowledging indebtedness within article 77 of the *Financial Services and Markets Act 2000 (Regulated Activities) Order 2001* issued by one and only one body corporate.

469B GCUK, Lagoon Park and Citibank entered into a Master Funded Participation Agreement (**Lagoon Park MFPA**), which was amended from time to time and restated on 26 November 2018.

Particulars

Lagoon Park MFPA as amended and restated on 26 November 2018, including cl 2.1 (CSA.0001.0001.3246).

469C Between 4 September 2020 and 25 February 2021, the benefit of the proceeds of Eligible Accounts Receivable under the Liberty House Trust Deed was acquired by Lagoon Park pursuant to the terms of the Lagoon Park MFPA, as amended and restated on 26 November 2018.

Particulars

GCUK's offer, and Lagoon Park's acceptance of the benefit of the proceeds of the Eligible Accounts Receivable under the Liberty House Trust Deed were set out in Note Offer Reports for the Liberty House Notes.

470 On 19 October 2015, Lagoon Park, TMF Luxembourg SA and Citibank entered into the Lagoon Park Master Trust Deed (as defined at paragraph 105 above).

471 Pursuant to the Lagoon Park Master Trust Deed, Lagoon Park issued notes (**Liberty House Notes**) that were secured by Lagoon Park's beneficial interest in the trust property the subject of the Lagoon Park Citi Trust (as defined at subparagraph 104(b) above).

Particulars

The Liberty House Notes were in Compartment GG.

The Liberty House Notes which are the subject of this claim are described in Table 8.2 of Annexure P to this Statement of Claim.

472 Between 4 September 2020 and 25 February 2021, Credit Suisse Virtuoso:

(a) acquired the Liberty House Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 8.2 of Annexure P to this Statement of Claim for the Liberty House Notes.

Particulars

The Liberty House Notes were acquired by Credit Suisse Virtuoso between 4 September 2020 and 25 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Liberty House Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

473 On 18 February 2022, the Liberty House Notes were transferred to Greensill Bank.

Particulars

The Liberty House Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Liberty House Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled on 18 February 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

H.4 Liberty House as a Customer under the 2019 Policy

474 Customer Endorsement 122, dated 16 March 2020 and effective 11 March 2020, purported to provide that the Insurer endorsed Liberty House as a Customer to the 2019 Policy with a Maximum Limit of Liability of USD 20

million, an Aggregate Customer Limit of USD 20 million and a Maximum Tenor of 180 days.

Particulars

Customer Endorsement 122 was executed by BCC purportedly on behalf of the Insurer on 16 March 2020 (CSA.0001.0008.2605).

H.5 Payment failures

475 Between September 2020 and February 2021, Bramid sold accounts receivable to GCUK pursuant to the Bramid Supplier Agreement, in respect of which Liberty House assumed payment obligations under the Liberty House Customer Agreement.

476 Since approximately 3 March 2021, Liberty House has failed to make payments in accordance with the Liberty House payment obligations under the Liberty House Customer Agreement.

Particulars

Details of the debts in respect of which Liberty House has failed to make any payment are set out in Table 8.1 of Annexure P to this Statement of Claim.

477 [NOT USED]

478 [NOT USED]

H.6 Claims on the 2019 Policy

479 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 476 above.

Particulars

The Claim Form dated 28 February 2022, with annexures, was submitted by Greensill Bank's administrator on the same date, claiming the amount of USD 19,828,768 (CSA.0001.0008.2600; CSA.0001.0008.2597; CSA.0001.0008.2599; CSA.0001.0008.2598).

The Liberty House Notes are described in Table 8.2 of Annexure P to

this Statement of Claim.

480 [NOT USED]

H.7 Insurer has failed to pay

481 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Liberty House Notes.

482 [NOT USED]

483 [NOT USED]

484 [NOT USED]

ANNEXURE I

I LIBERTY TCUK

I.1 Liberty TCUK and other relevant parties

485 Liberty TCUK (as defined at paragraph 132 above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

486 SSUK (as defined at subparagraph 132(a)(ii) above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

487 Liberty OneSteel (MDR) Limited (**Liberty OneSteel**) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

488 Liberty House (as defined at subparagraph 132(a)(iii) above) is, and was at all material times, a company incorporated under the laws of Singapore.

489 Liberty TCUK, SSUK, Liberty OneSteel, Liberty House and the other Liberty entities referred to below as the Liberty Underlying Sellers (as pleaded at paragraph 493 below) are all entities within the group of companies known as the Gupta Family Group Alliance.

I.2 The Receivables Purchase Deeds

490 On or around 20 June 2018, Liberty TCUK (as Buyer) and SSUK (as both Seller and Seller Representative) entered into a receivables purchase deed (**Underlying Seller RPA**).

Particulars

The Underlying Seller RPA was in writing and dated June 2018. Based on references to the Underlying Seller RPA in the subsequent Deeds of Amendment and Restatement particularised at paragraph 491 below, the Underlying Seller RPA was entered into on 20 June 2018 (CSA.0001.0006.8647).

491 The Underlying Seller RPA was amended and restated on the three occasions:

(a) on 29 August 2018;

(b) on 12 April 2019; and

(c) on 4 May 2020,

(the **Amended Underlying Seller RPA**).

Particulars

The Underlying Seller RPA was amended and restated by:

(i) the Deed of Amendment and Restatement to the Underlying Seller RPA dated 29 August 2018 was in writing and was entered into various Liberty entities including Liberty TCUK, SSUK and each of the parties listed in Schedule 1 to the Deed of Amendment and Restatement (CSA.0001.0006.8676);

(ii) the Deed of Amendment and Restatement dated 12 April 2019 was in writing and entered into by GCUK and various Liberty entities including Liberty House, LSD (as defined at subparagraph 132(a)132(a)(viii) above), Liberty TCUK, SSUK and Liberty OneSteel (**April 2019 Deed**) (CSA.0001.0006.8634); and

(iii) the Deed of Amendment and Restatement dated 4 May 2020 was in writing and entered into by GCUK and various Liberty entities including Liberty TCUK, SSUK and Liberty House (**May 2020 Deed**) (CSA.0001.0006.7499).

492 The Buyer in the Amended Underlying Seller RPA was Liberty TCUK.

Particulars

Clause 3(A) and Schedule 5 of the May 2020 Deed.

493 The Sellers in the Amended Underlying Seller RPA were the following Liberty entities, each of which was a company incorporated under the laws of the United Kingdom:

(a) Liberty Aluminium Technologies Ltd;

(b) Liberty Merchant Bar plc;

(c) Liberty Pressing Solutions (Coventry) Ltd;

(d) Liberty Steel Dalzell Ltd;

(e) LSD; and

(f) Liberty Steel Newport Limited, (together, the **Liberty Underlying Sellers**).

Particulars

Clause 3(A) and Schedules 2 and 5 of the May 2020 Deed.

494 The Seller Representative in the Amended Underlying Seller RPA was LSD.

Particulars

Clause 3(A) and Schedule 5 of the May 2020 Deed.

495 The Amended Underlying Seller RPA provided for the sale from time to time by the Liberty Underlying Sellers to Liberty TCUK of Eligible Receivables by way of the following process (with defined terms have the meaning assigned in the Amended Underlying Seller RPA):

(a) LSD could provide to Liberty TCUK, on Valuation Report Date, a list of Eligible Receivables available for purchase, with the Payment Profile of each Eligible Receivable, and a Valuation Report and the Valuation Report Value of the Eligible Receivables: cl 2.1(b);

(b) within three Business Days following the delivery of the items set out in clause 2.1(b), Liberty TCUK could submit a Request to LSD that listed the Proposed Receivables that it was willing to purchase from the relevant Liberty Underlying Seller(s): cl 2.1(c); and

(c) upon both the Liberty Underlying Seller and Liberty TCUK signing the Request (within two Business Days of receipt of the draft Request), the Liberty Underlying Seller sold to Liberty TCUK, with full title guarantee, all of the Liberty Underlying Seller's right, title and interest with respect to the Proposed Receivables (which become the Purchased Receivables): cll 2.1(d) and (e).

496 Credit Suisse Virtuoso relies on the whole of the Amended Underlying Seller RPA as if set out in this Statement of Claim.

497 On 20 June 2018, GCUK (as Buyer), Liberty TCUK (as Seller) and Liberty OneSteel (as Parent) entered into a receivables purchase deed (**Ultimate**

Buyer RPA).

498 The Ultimate Buyer RPA was amended and restated on the three occasions:

(a) on 29 August 2018;

(b) on 12 April 2019; and

(c) on 4 May 2020,

(the **Amended Ultimate Buyer RPA**).

Particulars

The Ultimate Buyer RPA was amended and restated by the following:

(i) the Deed of Amendment and Restatement to the Ultimate Buyer RPA dated 29 August 2018 was in writing and was entered into by GCUK, Liberty TCUK, and Liberty OneSteel (CSA.0001.0006.8675);

(ii) the April 2019 Deed (CSA.0001.0006.8634); and

(iii) the May 2020 Deed (CSA.0001.0006.7499).

499 The Buyer in the Amended Ultimate Buyer RPA was GCUK.

Particulars

Clause 3(B) and Schedule 6 of the May 2020 Deed.

500 The Seller in the Amended Ultimate Buyer RPA was Liberty TCUK.

Particulars

Clause 3(B) and Schedule 6 of the May 2020 Deed.

501 The Parent in the Amended Ultimate Buyer RPA was Liberty House.

Particulars

Clause 3(B) and Schedule 6 of the May 2020 Deed.

502 The Amended Ultimate Buyer RPA was the Ultimate Buyer RPA referred to in Recitals B and C of the Amended Underlying Seller RPA.

503 The parties to the Amended Underlying Seller RPA entered into that agreement to document the terms on which each Liberty Underlying Sellers would sell Receivables to Liberty TCUK for on-sale to GCUK under the Amended Ultimate Buyer RPA.

Particulars

Recital C of the Amended Underlying Seller RPA.

504 The Amended Ultimate Buyer RPA provided for the sale from time to time by Liberty TCUK to GCUK of Eligible Receivables by way of the following process (with defined terms having the meaning assigned in the Amended Ultimate Buyer RPA):

(a) Liberty TCUK could provide to GCUK, on Valuation Report Date, a list of Eligible Receivables available for purchase, with the Payment Profile of each Eligible Receivable, and a Valuation Report and the Valuation Report Value of the Eligible Receivables: cl 2.1(b);

(b) within three Business Days following the delivery of the items set out in cl 2.1(b), GCUK could submit a Request to Liberty TCUK that listed the Proposed Receivables that it was willing to purchase: cl 2.1(c); and

(c) upon both Liberty TCUK and GCUK signing the Request (within two Business Days of receipt of the Request), Liberty TCUK sold to GCUK, with full title guarantee, all of Liberty TCUK's right, title and interest with respect to the Proposed Receivables (which become the Purchased Receivables): cll 2.1(d) and (e).

505 It was an express term of the Amended Ultimate Buyer RPA that (with defined terms having the meaning assigned in the Amended Ultimate Buyer RPA):

(a) Liberty TCUK represented and warranted to GCUK that in respect of any Receivables offered for sale in a Request by Liberty TCUK (the **Applicable Receivables**) that, *inter alia*:

(i) the Receivable information contained in the exhibit to the Request was true and correct, including without limitation, the identity of each Account Debtor (including its company number), Liberty TCUK's internal Account ID, Liberty TCUK's ID, DUNS number and the unpaid amounts due in respect thereof which comprise the Applicable Receivables: cl 3 and Schedule 6(a);

(ii) each Applicable Receivable was or would be an Eligible Receivable owed by the relevant Account Debtor: cl 3 and Schedule 6(c);

(iii) Liberty TCUK was or would be the legal and beneficial owner of each Applicable Receivable free and clear of any lien, encumbrance or Security Interest other than any Permitted Encumbrance: cl 3 and Schedule 6(d);

(iv) upon each purchase of an Applicable Receivable and Related Security in accordance with the Amended Ultimate Buyer RPA (including in the absence of notice to an Account Debtor), GCUK would acquire valid beneficial ownership of such Applicable Receivable and the Collections with respect thereto prior in right to all other Persons (other than the holder of any Permitted Encumbrance) and the assignment of the Applicable Receivable would be enforceable against such Account Debtor, subject only to notice of such assignment being provided to the Account Debtor (and, in the case of any Applicable Receivable comprising an expected future payment obligation, such Applicable Receivable becoming an actual payment obligation): cl 3 and Schedule 6(d); and

(v) no information at any time furnished in writing (including in electronic form) by Liberty TCUK to GCUK in connection with, *inter alia*, the purchase by GCUK of the Applicable Receivables was by omission or otherwise misleading, inaccurate in any material respect as at the date it was furnished or (except as otherwise disclosed to GCUK in writing at or prior to such time) as of the date of which such information was dated or certified: cl 3 and Schedule 6(m);

(b) Liberty TCUK would not submit a Request unless Liberty TCUK's representations and warranties in the Amended Ultimate Buyer RPA were true and accurate in all material respects: cl 2.2(ii);

(c) Liberty House was jointly and severally obligated with Liberty TCUK and the Underlying Sellers to pay and/or perform any amount, obligation or term or provision of the Amended Ultimate Buyer RPA: cl 2.6;

(d) an **Event of Repurchase** occurred when (among other events):

(i) any representation or warranty by Liberty TCUK under the Amended Ultimate Buyer RPA with respect to any Purchased Receivables was incorrect when made (including, but not limited to, as to the purported existence of a Receivable);

(ii) if:

(A) Liberty TCUK failed to perform or observe any other term or covenant under the Amended Ultimate Buyer RPA with respect to any of the Purchased Receivables;

(B) any Purchased Receivable did not become the subject of an invoice or other clearly defined payment obligation and become fully due and payable by the applicable Account Debtor within 90 days of the earlier to occur of (x) the applicable Purchase Date pursuant to the Amended Ultimate Buyer RPA and (y) the date any such Purchased Receivable arose or was originated;

(C) any Purchased Receivable was not paid in full when due for any reason; or

(D) any Purchased Receivable was not paid in full by the date that any source of funds used by GCUK to finance such Purchased Receivable became due and payable cl 6(a);

(e) if an Event of Repurchase occurred, then Liberty TCUK would:

(i) repurchase at the Repurchase Price all of the Purchased Receivables then outstanding affected by the Event of Repurchase; or

(ii) make payment by way of indemnity of an amount equal to the Repurchase Price where the purported Purchased Receivable did not exist: cl 6(a);

(f) GCUK could assign or otherwise Deal With its interest in the Amended Ultimate Buyer RPA, any Purchased Receivable or any other Transaction Document: cl 15.1(i);

(g) it was an Event of Termination if (among other events):

(i) Liberty TCUK failed to perform or observe any material term, covenant or agreement in the Amended Ultimate Buyer RPA;

(ii) Liberty TCUK failed to make when due any payment or deposit to be made by it under the Amended Ultimate Buyer RPA; or

(iii) any representation or warranty made by Liberty TCUK (or any of its respective officers) proved to have been incorrect or untrue in any material respect when made, and the consequences of such remained unremedied to the satisfaction of GCUK (acting reasonably) for ten Business Days after such person's knowledge or notice thereof: cl 1.1;

(h) any amounts owing to GCUK under the Amended Ultimate Buyer RPA would accrue interest from and after the date when due at a rate per annum equal to the Discount Rate plus 2% until paid: cl 8,

where:

(i) **Eligible Receivable** meant a Receivable that, *inter alia*:

(i) was or would be be valid, current and freely assignable and was not and would not be evidenced by any lease;

(ii) was or would be legally and beneficially owned by Liberty TCUK, free and clear of any lien, encumbrance or Security Interest other than any Permitted Encumbrance; and

(iii) was based on an actual and bona fide sale of tangible movable goods by the applicable Liberty Underlying Seller in the ordinary course of business in return for consideration payable by the relevant Account Debtor pursuant to a written sales contract that had already been entered into by the applicable Liberty Underlying Seller with the applicable Account Debtor: cl 1.1;

(j) **Proposed Receivables** meant the Receivables proposed by Liberty TCUK to GCUK for purchase under the Amended Ultimate Buyer RPA and identified in a Request; cl 1.1; and

(k) **Receivables:**

(i) meant all accounts, instruments, all right, title and interest to

receive payment by Liberty TCUK from an Account Debtor and any other contract rights whether then existing or created thereafter, together with the Related Security, and all Collections and proceeds thereof; and

(ii) included expected future amounts which were intended on any applicable Purchase Date to become payable by an Account Debtor as a result of anticipated future sales of goods, regardless of whether or not such expected amounts were the subject of an actual or enforceable payment obligation of such Account Debtor on the applicable Purchase Date: cl 1.1.

506 Credit Suisse Virtuoso relies on the whole of the Amended Ultimate Buyer RPA as if set out in this Statement of Claim.

I.3 Correspondence between GCUK and the Insurer

507 On or around 14 April 2020, GCUK sent an email to BCC, as agent for the Insurer, and to Marsh:

(a) noting that BCC was aware that Liberty TCUK accounts receivable facility was being updated to include future accounts receivable (**Liberty TCUK Updated AR Facility**);

(b) attaching Execution Versions of the Amended Ultimate Buyer RPA and the Amended Ultimate Underlying Seller RPA;

(c) informing BCC that updated receivables purchase agreements for this facility would "*hopefully be signed in the next 24 hours*"; and

(d) attaching draft policy endorsements to purportedly extend coverage under the 2019 Policy to the Liberty TCUK Updated AR Facility, including:

(i) an unsigned Customer Endorsement 54(i) under the 2019 Policy;

(ii) an unsigned Endorsement titled "*Endorsement (Liberty MDR) Version 2*" under the 2019 Policy; and

(iii) an unsigned Debt Endorsement 2(iv) under the 2019 Policy.

Particulars

Email from John Whelan (GCUK) to Brereton (BCC), Edward Smith (Marsh) and Angus Ward (Marsh) dated 14 April 2020 (MMC_GCUK08_00017318; MMC_GCUK08_00017319; MMC_GCUK08_00017323; MMC_GCUK08_00017384; MMC_GCUK08_00017385; MMC_GCUK08_00017445).

508 On or around 16 April 2020, BCC, as agent for the Insurer, provided to Marsh signed copies of:

(a) Customer Endorsement 54(i);

(b) Liberty TCUK Endorsement (as defined at paragraph 143 above); and

(c) Debt Endorsement 2(iv).

Particulars

Email from Angus Ward (Marsh) to Danyon Lloyd (Greensill Bank) dated 16 April 2020 (MMC_GCUK12_00002672; MMC_GCUK12_00002673; MMC_GCUK12_00002674; MMC_GCUK12_00002675).

I.4 Liberty TCUK Customers under the 2019 Policy

509 Customer Endorsement 54, dated 4 April 2019 and effective 22 February 2019, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor:

(a) Liberty TCUK;

(b) SSUK;

(c) Liberty House;

(d) Liberty Aluminium Technologies Limited;

(e) Liberty Merchant Bar Plc;

(f) Liberty Pressing Solutions (Coventry) Ltd;

(g) Liberty Steel Dalzell Ltd;

(h) LSD;

(i) Liberty Steel Newport Limited; and

(j) Liberty Pipes (Hartlepool) Limited,

by reference to their capacity as guarantors and seller.

Particulars

Customer Endorsement 54 was executed by BCC purportedly on behalf of the Insurer on 4 April 2019 (TMDR.0000000775).

510 Customer Endorsement 54(i), dated 2 May 2019 and effective 22 February 2019, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor:

(a) Liberty TCUK;

(b) SSUK;

(c) Liberty House;

(d) Liberty Aluminium Technologies Limited;

(e) Liberty Merchant Bar Plc;

(f) Liberty Pressing Solutions (Coventry) Ltd;

(g) Liberty Steel Dalzell Ltd;

(h) LSD; and

(i) Liberty Steel Newport Limited,

by reference to their capacity as guarantors and seller.

Particulars

Customer Endorsement 54(i) was executed by BCC purportedly on behalf of the Insurer on 2 May 2019 (MMC_GCUK12_00001418).

511 A later Customer Endorsement 54(i) dated 16 April 2020 and effective that date, purported to provide that each of the following were endorsed as Customers under the 2019 Policy with a Maximum Limit of Liability of USD 200 million, a Customer Limit of USD 5 million (to be reset, each time, at the same level if breached, up to the Maximum Limit of Liability) and no Maximum Tenor:

(a) Liberty TCUK;

(b) Liberty House; and

(c) each of the Underlying Sellers (as defined in Customer Endorsement 54(i)),

by reference to their capacity as Guarantors, Underlying Sellers and Seller under the Amended Cross-Guarantee, Amended Underlying Seller RPA and Amended Ultimate Buyer RPA.

Particulars

Customer Endorsement 54(i) was executed by BCC purportedly on behalf of the Insurer on 16 April 2020 (CSA.0001.0006.8585).

I.5 [NOT USED]

512 [NOT USED]

513 [NOT USED]

514 [NOT USED]

515 [NOT USED]

516 [NOT USED]

517 [NOT USED]

518 [NOT USED]

I.6 Liberty TCUK Note Programme

519 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Liberty TCUK Notes**) that were secured by the payment obligations of Liberty TCUK and Liberty House under the Amended Ultimate Buyer RPA (**Liberty TCUK Payment Obligations**).

Particulars

The Liberty TCUK Notes were in Compartment HK.

The Liberty TCUK Notes which are the subject of this claim are described in Table 9.2 of Annexure P to this Statement of Claim.

520 Between 11 December 2020 to 26 February 2021, the benefit of the Liberty TCUK Payment Obligations under the Amended Ultimate Buyer RPA was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance, of the benefit of the Liberty TCUK Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Liberty TCUK Notes.

521 Between 11 December 2020 and 26 February 2021, Credit Suisse Virtuoso:

(a) acquired the Liberty TCUK Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 9.2 of Annexure P to this Statement of Claim for the Liberty TCUK Notes.

Particulars

The Liberty TCUK Notes were acquired by Credit Suisse Virtuoso between 11 December 2020 and 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Liberty TCUK Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

522 On 2 November 2021, the Liberty TCUK Notes were transferred to Greensill Bank.

Particulars

The Liberty TCUK Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Liberty TCUK Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled on 2 November 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit

Suisse Virtuoso, Clearstream for Greensill Bank).

I.7 Payment failures

523 Between December 2020 and February 2021, Liberty TCUK sold accounts receivable to GCUK pursuant to the Amended Ultimate Buyer RPA.

524 Since approximately 5 March 2021, Liberty TCUK and Liberty House have failed to make payments in accordance with the Liberty TCUK Payment Obligations under the Amended Ultimate Buyer RPA.

Particulars

Details of the debts in respect of which Liberty TCUK and Liberty House have failed to make any payment are set out in Table 9.1 of Annexure P to this Statement of Claim.

525 [NOT USED]

526 [NOT USED]

I.8 Claims on the 2019 Policy

527 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 524 above.

Particulars

The Claim Form dated 16 February 2022, with annexures, was submitted by Greensill Bank's administrator on the same date, claiming the amount of EU 153,399,083 (CSA.0001.0008.3094; CSA.0001.0008.2756; CSA.0001.0008.3093; CSA.0001.0008.2755).

The Liberty TCUK Notes are described in Table 9.2 of Annexure P to this Statement of Claim.

528 [NOT USED]

I.9 Insurer has failed to pay

529 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Liberty TCUK Notes.

530 [NOT USED]

531 [NOT USED]

532 [NOT USED]

ANNEXURE J

J NOVINITI COLCHESTER

J.1 Noviniti Colchester and other relevant parties

533 Noviniti Colchester (as defined at paragraph 131 above) is, and was at all material times, incorporated under the laws of the United Kingdom.

534 Between 22 August 2018 and 26 March 2019 Noviniti Colchester was wholly owned by Noviniti Limited.

535 From 26 March 2019, Noviniti Colchester was wholly owned by Catfoss Investments (as defined at paragraph 310 above).

536 At all material times, Noviniti Limited and Catfoss Investments were incorporated under the laws of the United Kingdom.

537 At all material times, Noviniti Colchester was engaged in the business of construction and development of modular buildings.

J.2 The Instalment Payment Agreement

538 On 27 March 2019, GCUK entered into an Instalment Payment Agreement (**Noviniti Colchester IPA**) with Noviniti Colchester.

Particulars

The Noviniti Colchester IPA was in writing and dated 27 March 2019 (CSA.0001.0007.2706).

539 The Noviniti Colchester IPA provided for GCUK to provide financing to Noviniti Colchester according to the following process (with defined terms having the meaning assigned in the Noviniti Colchester IPA):

(a) Noviniti Colchester could submit to GCUK a "payment assurance upload file" (**PAUF**) which set out one or more "Drawdown Amounts" which Noviniti Colchester intended to use to discharge one or more "Payables", together with the "Maturity Dates" for the corresponding "Repayment Amounts": cl 1;

(b) if GCUK accepted the offer to pay the Drawdown Amount(s) to Noviniti

Colchester as set out in the PAUF, it was to procure payment of those amounts within five business days to allow Noviniti Colchester to discharge the applicable Payable(s): cl 1; and

(c) for each Drawdown Amount paid by GCUK, Noviniti Colchester agreed to pay the corresponding "Repayment Amount" on the "Maturity Date": cl 2.

540 It was an express term of the Noviniti Colchester IPA that (with defined terms having the meaning assigned in the Noviniti Colchester IPA):

(a) Noviniti Colchester's obligation to remit the Repayment Amounts to GCUK in accordance with the Noviniti Colchester IPA was absolute, unconditional, non-cancellable, and independent, and would not be subject to any withholding, deduction, set-off, claim or defence for any reason, including but not limited to any termination of the business relationship, or dispute arising, with any third party or GCUK, Noviniti Colchester's failure to settle a Payable, or any default by a third party: cl 2;

(b) if full payment of any Repayment Amount and other amount payable was not received by GCUK within 5 clear days of the applicable Maturity Date, Noviniti Colchester agreed to pay interest on the overdue amounts at the rate the lesser of 1.5% per month or the maximum amount allowed by law: cl 2;

(c) the following constituted defaults under the Noviniti Colchester IPA: (a) Noviniti Colchester failed to pay when due any sums due under the Noviniti Colchester IPA; (b) Noviniti Colchester failed to perform or observe any obligation or breached any representation in the Noviniti Colchester IPA; and (c) Noviniti Colchester ceased business, or became insolvent, or bankruptcy, reorganisation or insolvency proceedings were instituted by or against Noviniti Colchester: cl 5,

where:

(d) **Maturity Date** had the meaning as set out in a PAUF;

(e) **Payable** meant payments which Customer may wish to make from time to time in respect of certain of its business transactions; and

(f) **Repayment Amount** had the meaning as set out in a PAUF.

541 Credit Suisse Virtuoso relies on the whole of the Noviniti Colchester IPA as if set out in this Statement of Claim.

542 [NOT USED]

J.3 Noviniti Colchester Note Programme

543 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Noviniti Colchester Notes**) that were secured by the payment obligations of Noviniti Colchester under the Noviniti Colchester IPA pleaded at paragraph 539(c) and (b) above (**Noviniti Colchester Payment Obligations**).

Particulars

The Noviniti Colchester Notes were in Compartment LC.

The Noviniti Colchester Notes which are the subject of this claim are described in Table 10.2 of Annexure P to this Statement of Claim.

544 Between 23 September 2020 to 26 February 2021, the benefit of the Noviniti Colchester Payment Obligations was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Noviniti Colchester Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Noviniti Colchester Notes.

545 Between 23 September 2020 and 26 February 2021, Credit Suisse Virtuoso:

(a) acquired the Noviniti Colchester Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 10.2 of Annexure P to this Statement of Claim for the Noviniti Colchester Notes.

Particulars

The Noviniti Colchester Notes were acquired by Credit Suisse Virtuoso between 23 September 2020 and 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of Noviniti Colchester Notes to

a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

546 Between 23 December 2021 and 28 December 2021, the Noviniti Colchester Notes were transferred to Greensill Bank.

Particulars

The Noviniti Colchester Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Noviniti Colchester Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 23 December 2021 and 28 December 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

J.4 Correspondence between GCUK and the Insurer

547 On or around 3 December 2018, GCUK sent an email to BCC, as agent for the Insurer:

(a) requesting insurance limited in respect of the Noviniti Poole Payment Obligations (as defined at paragraph 595 below) to GCUK under the Noviniti Poole Customer Agreement (as defined at paragraph 585 below);

(b) describing Noviniti Poole as a special-purpose vehicle;

(c) explaining that Noviniti Poole would construct a new entrance of "*Poole Hospital NHS Foundation Trust*";

(d) stating that GCUK was providing a supply chain finance facility to Noviniti Poole to support the construction of a new entrance to Poole Hospital;

(e) stating that:

(i) GCUK would "*be allowing a draw down on the facility as the project construction progresses on a staged basis*";

(ii) it was a GBP 5 million project; and

(iii) GCUK would have full security over Noviniti Poole and the right to collect the proceeds of Noviniti Poole's payment undertakings; and

(f) stating that the UK National Health Service or Poole Hospital had provided irrevocable payment undertakings in respect of the project, which GCUK would have the right to collect upon completion of the project.

Particulars

Email from Lex Greensill (GCUK) to Brereton (BCC) dated 3 December 2018 (MMC_GCUK08_00003446).

548 On or around 4 December 2018, BCC replied to GCUK's email, agreeing to provide insurance cover for the Noviniti Poole Payment Obligations.

Particulars

Email from Brereton (BCC) to Lex Greensill (GCUK) dated 4 December 2018 (MMC_GCUK08_00003446).

549 On or around 18 March 2019, GCUK sent an email to Marsh:

(a) requesting insurance cover in respect of the Noviniti Colchester Payment Obligations to GCUK under the Noviniti Colchester IPA;

(b) requesting a limit of GBP 8.7 million and tenor of 365 days; and

(c) stating that:

(i) Noviniti Colchester was a "*SPV 100% owned by Noviniti Group*"; and

(ii) Noviniti Colchester was being used to construct a new entrance and emergency department of the "*North Essex and East Suffolk NHS Foundation Trust*".

Particulars

Email from Sophie Dyke (GCUK) to Edward Smith (Marsh) dated 18

March 2019 (CSA.0001.0007.2397).

550 On or around 18 March 2019, Marsh sent an email to BCC, as agent for the Insurer:

(a) describing GCUK's request for insurance cover for the Noviniti Colchester Payment Obligations;

(b) proposing that BCC provide cover for the same pricing as had previously been provided for Noviniti Poole; and

(c) stating that:

(i) the deal was "*essentially the same as the Noviniti Poole deal we did*";

(ii) Catfoss was a developer of modular buildings for Trusts and Foundation Trusts affiliated with the British National Health Service;

(iii) Noviniti Colchester was a "*SPV 100% owned by Noviniti Group, which is 33% owned by Catfoss Group*";

(iv) by 18 March 2019, Noviniti Colchester was expected to have been fully purchased by Catfoss Investments, "*a 100% owned subsidiary of Catfoss Group*";

(v) Noviniti Colchester was being used to construct a new entrance and emergency department for the North Essex and East Suffolk NHS Foundation Trust; and

(vi) GCUK sought a limit of GBP 8.7 million and tenor of 365 days.

Particulars

Email from Edward Smith (Marsh) to Brereton (BCC) dated 18 March 2019 (MMC_GCUK08_00007192).

551 On or around 18 March 2019, BCC responded to Marsh's email pleaded at paragraph 550 above, agreeing to provide cover on the terms described.

Particulars

Email from Brereton (BCC) to Edward Smith (Marsh) dated 18 March

2019 (MMC_GCUK08_00007211).

552 On or around 18 March 2019, Marsh sent an email to GCUK:

(a) advising that BCC had agreed to provide insurance for the Noviniti Colchester Payment Obligations; and

(b) stating that the cover would be at the same terms and conditions as that for the Noviniti Poole Payment Obligations.

Particulars

Email from Edward Smith (Marsh) to Sophie Dyke (GCUK) dated 19 March 2019 (CSA.0001.0007.2397).

553 On or around 19 March 2019, Marsh sent an email to GCUK attaching draft endorsements.

Particulars

Email from Angus Ward (Marsh) to Sophie Dyke (GCUK) dated 19 March 2019 (CSA.0001.0007.2397).

554 On or around 19 March 2019, GCUK replied to Marsh's email:

(a) declaring it was not aware of any event in the insurance period that would give rise to a claim; and

(b) requesting the endorsements be bound.

Particulars

Email from Sophie Dyke (GCUK) to Angus Ward (Marsh) dated 19 March 2019 (CSA.0001.0007.2397).

555 On or around 28 March 2019, BCC returned a signed Customer Endorsement 48 to the 2019 Policy purporting to endorse Noviniti Colchester as a Customer.

Particulars

Email from Brereton (BCC) to Ewan Berkemeier (Marsh Sydney) dated 28 March 2019 (MMC_GCUK08_00007327; MMC_GCUK08_00007330).

556 Customer Endorsement 48, dated 27 March 2019 and effective 22 March 2019, purported to provide that the Insurer endorsed Noviniti Colchester as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 8.7 million, an Aggregate Customer Limit of GBP 8.7 million and a Maximum Tenor of 365 days.

Particulars

Customer Endorsement 48 was executed by BCC purportedly on behalf of the Insurer on 27 March 2019 (CSA.0001.0007.2696).

557 Customer Endorsement 48(i), dated 1 October 2019 and effective 27 September 2019, purported to provide that the Insurer endorsed Noviniti Colchester as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 10.2 million, an Aggregate Customer Limit of GBP 10.2 million and a Maximum Tenor of 365 days.

Particulars

Customer Endorsement 48(i) was executed by BCC purportedly on behalf of the Insurer on 1 October 2019 (CSA.0001.0007.2687).

558 [NOT USED]

559 [NOT USED]

560 [NOT USED]

J.5 Payment failures

561 Noviniti Colchester has failed to pay the Repayment Amounts by the corresponding Maturity Dates.

Particulars

Details of the debts in respect of which Noviniti Colchester has failed to make payment are set out in Table 10.1 of Annexure P to this Statement of Claim.

562 The failures to pay pleaded at paragraph 561 above constitute Defaults by Noviniti Colchester under clause 5 of the Noviniti Colchester IPA (**Noviniti Colchester Defaults**).

563 [NOT USED]

564 [NOT USED]

J.6 Claims on the 2019 Policy

565 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the Noviniti Colchester Defaults.

Particulars

The Claim Form dated 7 January 2022, with annexures, was submitted by Greensill Bank's administrator on 7 January 2022, claiming the amount of GBP 10,199,991.00 (CSA.0001.0008.2462; CSA.0001.0008.2397; CSA.0001.0008.2463; CSA.0001.0008.2464).

The Noviniti Colchester Notes are described in Table 10.2 of Annexure P to this Statement of Claim.

566 [NOT USED]

J.7 Insurer has failed to pay

567 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Noviniti Colchester Notes.

568 [NOT USED]

569 [NOT USED]

570 [NOT USED]

ANNEXURE K

K NOVINITI POOLE

K.1 Noviniti Poole and other relevant parties

571 Noviniti Poole (as defined at paragraph 127 above) is, and was at all material times, incorporated under the laws of the United Kingdom.

572 On or around 26 October 2018, ownership of Noviniti Poole was transferred to S44 (as defined at paragraph 308 above).

573 On or around 26 February 2019, S44's name was changed to Catfoss Investments (as defined at paragraph 310 above).

574 Catfoss Investments is, and was at all material times, incorporated under the laws of the United Kingdom.

575 At all material times, Noviniti Poole was engaged in the business of construction and development of modular buildings.

576 Bramid (as defined at paragraph 270 above) was at all material times:

(a) engaged in the business of providing supply chain financing services; and

(b) a company incorporated under the laws of Bermuda.

K.2 The Master Supplier Agreement

577 On 10 August 2016, GCUK (as Financial Institution) and Bramid (as Supplier) entered into a Master Supplier Agreement (**Bramid Supplier Agreement**).

Particulars

The Bramid Supplier Agreement was in writing and dated 10 August 2016 (CSA.0001.0007.3453).

578 The Bramid Supplier Agreement provided for the sale and assignment by Bramid to GCUK of accounts receivable arising out of commercial transactions between Bramid and certain of its customers for the sale of goods and/or the supply of services, by way of the following process (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid could submit to GCUK an Irrevocable Election, which would constitute an irrevocable, non-withdrawable, non-cancellable offer by Bramid to sell the specified Accounts Receivable to GCUK: cl 2.1;

(b) if GCUK accepted Bramid's offer, it would purchase the Accounts Receivable that were the subject of the Irrevocable Election and notify Bramid of such acceptance: cl 2.2;

(c) if GCUK accepted the Irrevocable Election, Bramid would sell, assign and transfer to GCUK absolutely free from all Adverse Claims and third party rights whatsoever all right, title and interest in, to and under each Account Receivable set out in the Irrevocable Election: cl 2.3; and

(d) following GCUK's acceptance of an Irrevocable Election, GCUK would pay or procure payment of the relevant Net FI Amount by the Advance Date: cl 2.4.

579 It was an express term of the Bramid Supplier Agreement that (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid and GCUK acknowledged and agreed that Obligor and/or Customer (as applicable) would ensure that the Certified Amount referred to in a payment assurance upload file (**PAUF**) would not exceed the gross amount of the Account Receivable as set out in the related invoice net of any withholding or deductions required by law to be made on payment thereof: cl 2.7.2;

(b) Bramid represented and warranted to GCUK and each Transferee, at 14 June 2018 and on each date on which it made an Irrevocable Election and a Transfer occurred, as if made on such date with reference to the facts and circumstances then existing, that, *inter alia*:

(i) each Account Receivable Transferred or to be Transferred pursuant to cl 2: was solely owned by Bramid who had the right to sell, assign and transfer such Account Receivable; arose from the Underlying Relationship; was recoverable and was a legal, valid and enforceable obligation of Customer, would be recognised by the relevant Customer as having been validly sold and assigned to GCUK; and was free of any set off or Adverse Claim: cl 5.1.2;

and

(ii) all information provided by or on behalf of Bramid to GCUK was true, complete and accurate, without omission and not misleading: cl 5.1.3;

(c) upon breach of any of the representations and warranties given in cl 5.1, Bramid would immediately upon written notice by GCUK repurchase any and all of the Transferred Accounts Receivable for the aggregate amount of the Certified Amounts of the related Payment Obligations: cl 5.2,

where:

(d) **Account Receivable** meant the right or purported right to receive from Customer any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the Underlying Relationship, whether or not earned by performance: cl 1.1;

(e) **Advance Date** meant the date specified by Bramid on which the Net FI amount shall be paid: cl 1.1;

(f) **Customer** meant the entity/entities identified as such in a Customer Agreement who submit PAUFs thereunder: cl 1.1;

(g) **Customer Agreement** meant an agreement executed between Obligor and/or one or more Customers and GCUK under which an Obligor gives an irrevocable and unconditional undertaking to make certain payments: cl 1.1;

(h) **Irrevocable Election** meant an irrevocable offer, submitted on GCUK's online trade financing platform by Bramid, to Transfer one or more Accounts Receivable in respect of which a PAUF has been provided: cl 1.1;

(i) **Maturity Date** meant, in relation to a Payment Obligation, the settlement date of that Payment Obligation, being the date set out against the corresponding Accounts Receivable as the "maturity date" in the relevant PAUF or, if such date is not a Business Day, the preceding Business Day: cl 1.1;

(j) **Net FI Amount** meant the amount to be paid by GCUK to Bramid in consideration for a Transfer, being the Certified Amount of the related Payment Obligation less the FI Fee: cl 1.1;

(k) **Obligor** meant a Parent or a Customer (as the case may be): cl 1.1;

(l) **Parent** meant a parent company of a Customer (if identified as such in the relevant Customer Agreement): c 1.1;

(m) **Payment Obligation** meant the benefit of an Obligor's obligation to pay the relevant Certified Amount on the relevant Maturity Date under a Customer Agreement, together with any late payment interest on the Certified Amount: cl 1.1;

(n) **Transfer Notice** meant a written notice provided to an Obligor and/or a Customer from Bramid or Transferee that an Account Receivable (or part thereof) has been Transferred by Bramid or Transferee: cl 1.1;

(o) **Transfer, Transferred or Transfers** meant the sale, assignment or transfer or purported sale, assignment or transfer of an Account Receivable (whether in whole or in part): cl 1.1;

(p) **Transferee** meant any Person to whom an Account Receivable has been Transferred: cl 1.1; and

(q) **Underlying Relationship** meant a business relationship or purported business relationship between a Customer and Bramid: cl 1.1.

580 Credit Suisse Virtuoso relies on the whole of the Bramid Supplier Agreement as if set out it in this Statement of Claim.

K.3 The Noviniti Poole Re-invoicing Service Agreement

581 On 31 October 2018, Bramid and Noviniti Poole entered a Re-invoicing Service Agreement (**Noviniti Poole RSA**).

Particulars

The Noviniti Poole RSA was in writing and dated 31 October 2018 (CSA.0001.0007.3464).

582 The Noviniti Poole RSA provided for the sale from time to time by Bramid to

GCUK of Noviniti Poole's accounts receivable by way of the following process (with defined terms having the meaning assigned in the Noviniti Poole RSA):

(a) Noviniti Poole could submit a request for settlement (in whole or in part) of a Supplier Invoice to Bramid: cl 2.1(a);

(b) Bramid would then issue and deliver to Noviniti Poole the related Service Invoice(s), the form of the PAUF and accompanying Customer authorisation letter: cl 2.1(b);

(c) Noviniti Poole would execute the PAUF and authorising letter and submit them to GCUK, in accordance with the Noviniti Poole Customer Agreement (as defined at paragraph 585 below), at least three Business Days prior to the relevant Advance Date: cl 2.1(c);

(d) GCUK could elect to fund the Settlement Advance whereupon Bramid would sell the Service Invoice to GCUK at a price equal to the Settlement Advance, and request GCUK make payment of an amount equal to the Settlement Advance to Noviniti Poole on the Advance Date: cl 2.1(d);

(e) Noviniti Poole, as paying agent for Bramid, would transfer the Settlement Advance to the applicable Supplier to pay the relevant Supplier Invoice: cl 2.1(e); and

(f) if GCUK did not elect to fund the Settlement Advance pursuant to cl 2.1(d) and therefore decided not to purchase the Service Invoice from Bramid then the related Service Invoice was automatically cancelled: cl 2.2.

583 It was an express term of the Noviniti Poole RSA that (with defined terms having the meaning assigned in the Noviniti Poole RSA):

(a) Noviniti Poole would pay Service Invoices on or before the Maturity Date: cl 2.3;

(b) where all or any part of the sums due on a Service Invoice had not been paid when due and payable, interest on the unpaid amount would accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at the Transaction Rate: cl

2.4;

(c) Noviniti Poole would only submit Supplier Invoices in respect of genuine and lawful trade transactions arising in the ordinary course of business for the sale, supply and purchase of goods and/or services between Noviniti Poole and Supplier: cl 3.1,

where:

(d) **Account Receivable** meant the right to receive any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the Supply Agreement;

(e) **Supplier** meant an entity, including without limitation any company that is directly or indirectly controlled by or under common control of, or with, Noviniti Poole, to which Noviniti Poole wishes payment to be made in accordance with the terms of the Noviniti Poole RSA;

(f) **Supplier Invoice** meant an invoice raised by Supplier in respect of an Account Receivable; and

(g) **Supply Agreement** meant the agreement between Supplier and Noviniti Poole for the sale, supply and purchase of goods and/or services and pursuant to which Accounts Receivable arise.

584 Credit Suisse Virtuoso relies on the whole Noviniti Poole RSA as if set out it in this Statement of Claim.

K.4 The Noviniti Poole Customer Agreement

585 On 31 October 2018, GCUK entered into a Customer Agreement with Noviniti Poole (**Noviniti Poole Customer Agreement**).

Particulars

The Noviniti Poole Customer Agreement was in writing and dated 31 October 2018 (CSA.0001.0007.3461).

586 The Noviniti Poole Customer Agreement was a “Customer Agreement” for the purposes of cl 2.1(c) of the Noviniti Poole RSA.

587 The Noviniti Poole Customer Agreement provided for Noviniti Poole to make

payments to GCUK in respect of Noviniti Poole's accounts payable that had been financed by GCUK pursuant to the regime described in the Noviniti Poole RSA and the Bramid Supplier Agreement by way of the following process (with defined terms having the meaning assigned in the Noviniti Poole Customer Agreement):

(a) Noviniti Poole could submit PAUFs in respect of Accounts Receivable: cl

2.1; and

(b) Noviniti Poole would then pay the Accounts Receivable set out in each PAUF by the relevant Maturity Date: cl 2.2.

588 For the purposes of the Noviniti Poole Customer Agreement, the reference to an "accounts receivable purchase agreement with Supplier" included the Bramid Supplier Agreement.

589 For the purposes of the Noviniti Poole Customer Agreement, "Supplier Agreement" meant the Bramid Supplier Agreement.

590 For the purposes of the Noviniti Poole Customer Agreement, "Supplier" meant Bramid.

591 It was an express term of the Noviniti Poole Customer Agreement that (with defined terms having the meaning assigned in the Noviniti Poole Customer Agreement):

(a) in respect of the Accounts Receivable set out in each PAUF, Noviniti Poole created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation in favour of the Supplier or the Supplier's Transferee to pay or procure the payment in full by the Maturity Date of an amount equal to and in the same currency as the relevant Certified Amount without deduction, withholding or counterclaim and without exercising any right of set-off under the Underlying Relationship or otherwise: cl 2.2;

(b) such payment would be due and payable by Noviniti Poole on the Maturity Date, irrespective of any non- or partial performance by a Supplier: cl 2.2;

(c) on the occurrence of a Default Event, all obligations to make payment under cl 2.2 then unpaid would become immediately due and payable without any further action by Supplier's Transferee: cl 2.2;

(d) Noviniti Poole accepted and consented to the Transfer of each Account Receivable, to and by GCUK, amongst others, and acknowledged that it would treat each Transfer Notice it received by any means as being given by or on behalf of the Supplier or the Supplier's Transferee: cl 2.8;

(e) if Noviniti Poole failed to make any payment, or to cause any payment to be made, when due under the Noviniti Poole Customer Agreement where such failure was not remedied within seven calendar days of its due date, interest on the unpaid amount would accrue daily: cl 2.9;

(f) Noviniti Poole would only submit PAUFs in respect of genuine and lawful trade transactions arising in the ordinary course of business for the sale, supply and purchase of goods and/or services between it or an affiliated company and Supplier: cl 3.1;

(g) Noviniti Poole represented and warranted that:

(i) each Person who purported to submit a PAUF on behalf of Noviniti Poole had been duly authorised by Noviniti Poole and each PAUF was duly authorised by and was binding on Noviniti Poole: cl 4.1.2;

(ii) the obligation set out in cl 2.2 was an irrevocable, legal, valid and binding obligation of Noviniti Poole which was fully enforceable against Noviniti Poole by the relevant Supplier's Transferee: cl 4.1.3;

(iii) Noviniti Poole would not assert that any Account Receivable Transferred by Supplier or Supplier's Transferee had been invalidly sold or assigned to the relevant Supplier's Transferee: cl 4.1.5; and

(iv) all information provided by or on behalf of Noviniti Poole to GCUK was true, complete and accurate, without omission and not misleading: cl 4.1.8;

(h) in the event that Noviniti Poole submitted a PAUF which identified a Supplier, but the PAUF was in respect of an account receivable which was related to a party who was not the named Supplier, following payment by GCUK of funds to the named Supplier Noviniti Poole created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation of Noviniti Poole in favour of GCUK to make payment in accordance with cl 2.2 as if the "certified amount" as specified in the relevant PAUF was a "Certified Amount", payable to the relevant Designated Account on the relevant Maturity Date: cl 5.2,

where:

(i) **Account Receivable** meant the right or purported right of Supplier to receive any and all present and future payments of money due and payable, whether due now or payable in the future, as a result of the Underlying Relationship, whether or not earned by performance, details of which are set out in a PAUF: cl 1.1;

(j) **Certified Amount** meant an amount equal to the amount of the related Account Receivable as specified in the relevant PAUF: cl 1.1;

(k) **Default Event** meant, *inter alia*, any failure by Noviniti Poole to make any payment or to cause payment to be made when due under the Noviniti Poole Customer Agreement where such failure is not remedied within seven calendar days of the due date: cl 1.1;

(l) **Designated Account** meant the bank account of the intended recipient of the relevant payment: cl 1.1;

(m) **FI Group Member** meant GCPL and each company, partnership or other entity that is directly or indirectly controlled by or under common control of or with GCPL from time to time, including GCUK: cl 1.1;

(n) **Maturity Date** meant, in relation to a Payment Obligation, the settlement date of that Payment Obligation, and specified in the relevant PAUF or, if such date is not a Business Day, the preceding Business Day: cl 1.1;

(o) **Payment Obligation** meant the benefit of Noviniti Poole's obligation to pay as provided by cl 2.2 and 5.2 of the Noviniti Poole Customer

Agreement, as well as any obligation to pay any late payment interest on the Certified Amount: cl 1.1;

(p) **Person** meant an individual, partnership, corporation (including a business trust), limited liability company, limited partnership, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof: cl 1.1;

(q) **Supplier** meant any person together with its successors and permitted assigns with whom a Supplier Agreement is at the relevant time in force: cl 1.1;

(r) **Supplier Agreement** meant the agreement between an FI Group Member and a Supplier that regulates Transfers to an FI Group Member: cl 1.1;

(s) **Transfer Notice** meant a written noticed provided to Noviniti Poole from a Supplier or a Supplier's Transferee that an Account Receivable (or part thereof) has been sold by the Supplier or the Supplier's Transferee: cl 1.1;

(t) **Transfer, Transferred or Transfers** meant the sale, assignment or transfer or purported sale, assignment or transfer of an Account Receivable (whether in whole or in part): cl 1.1; and

(u) **Underlying Relationship** meant a business relationship or purported business relationship between Noviniti Poole or an affiliated company and a Supplier.

592 Credit Suisse Virtuoso relies on the whole of the Noviniti Poole Customer Agreement as if set out in this Statement of Claim.

593 [NOT USED]

594 [NOT USED]

595 [NOT USED]

K.5 Noviniti Poole Note Programme

596 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Noviniti Poole Notes**) that were secured by the Noviniti Poole Payment Obligations.

Particulars

The Noviniti Poole Notes were in Compartment JX.

The Noviniti Poole Notes which are the subject of this claim are described in Table 11.2 of Annexure P to this Statement of Claim.

597 Between 17 September 2020 to 8 February 2021, the benefit of the Noviniti Poole Payment Obligations under the Noviniti Poole Customer Agreement was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Noviniti Poole Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Noviniti Poole Notes.

598 Between 17 September 2020 and 8 February 2021, Credit Suisse Virtuoso:

(a) acquired the Noviniti Poole Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 11.2 of Annexure P to this Statement of Claim for the Noviniti Poole Notes.

Particulars

The Noviniti Poole Notes were acquired by Credit Suisse Virtuoso between 17 September 2020 and 8 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Noviniti Poole Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

599 Between 23 December 2021 and 5 January 2022, the Noviniti Poole Notes were transferred to Greensill Bank.

Particulars

The Noviniti Poole Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Noviniti Poole Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 23 December 2021 and 5 January 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

K.6 Noviniti Poole as a Customer under the 2019 Policy

600 Customer Endorsement 16, dated 13 March 2019 and effective 1 March 2019, purported to provide that the Insurer endorsed Noviniti Poole as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 5 million, an Aggregate Customer Limit of GBP 5 million and a Maximum Tenor of 360 days.

Particulars

Customer Endorsement 16 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0007.3451).

601 Customer Endorsement 16(i), dated 1 October 2019 and effective 27 September 2019, purported to provide that the Insurer endorsed Noviniti Poole as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 6.5 million, an Aggregate Customer Limit of GBP 6.5 million and a Maximum Tenor of 360 days.

Particulars

Customer Endorsement 16(i) was executed by BCC purportedly on behalf of the Insurer on 1 October 2019 (CSA.0001.0007.3443).

K.7 Payment failures

602 Between September 2020 and February 2021, Noviniti Poole issued PAUFs to GCUK pursuant to the Noviniti Poole Customer Agreement.

603 Since approximately February 2021, Noviniti Poole has failed to make payments in accordance with Payment Obligations under the Noviniti Poole Customer Agreement.

Particulars

Details of the debts in respect of which Noviniti Poole has failed to make any payment are set out in Table 11.1 of Annexure P to this Statement of Claim.

604 [NOT USED]

605 [NOT USED]

K.8 Claims on the 2019 Policy

606 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 603 above.

Particulars

The Claim Form dated 7 January 2022, with annexures, was submitted by Greensill Bank's administrator on 7 January 2022, claiming the amount of GBP 6,499,542.00 (CSA.0001.0008.0749; CSA.0023.0002.6304; CSA.0001.0008.0748; CSA.0001.0008.0751).

The Noviniti Poole Notes are described in Table 11.2 of Annexure P to this Statement of Claim.

607 [NOT USED]

K.9 Insurer has failed to pay

608 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Noviniti Poole Notes.

609 [NOT USED]

610 [NOT USED]

611 [NOT USED]

ANNEXURE L

L SIMEC

L.1 Simec and other relevant parties

612 Simec (as defined at paragraph 125 above) is, and was at all material times:

(a) a company incorporated under the laws of the Hong Kong; and

(b) part of the Simec Group, an international resources group with an emphasis on sustainable power, mining and infrastructure assets, which is also part of the Gupta Family Group Alliance.

613 Bramid (as defined at paragraph 270 above) was:

(a) a company that provided certain re-invoicing services to Simec; and

(b) at all material times incorporated under the laws of Bermuda.

L.2 The Origination Documentation

614 On 4 October 2015, GCUK (as Financial Institution) and Simec (as Customer) entered into a Customer Agreement (**Simec Customer Agreement**).

Particulars

The Simec Customer Agreement was in writing and dated 4 October 2015 (CSA.0001.0006.7366).

615 The Introduction to the Simec Customer Agreement noted that GCUK had entered or could in the future enter into an account receivable purchase agreement with Supplier, whereby Supplier could assign and GCUK could have assigned to it Account Receivables arising out of commercial transactions between Supplier and a Customer (with defined terms having the meaning assigned in the Simec Customer Agreement): part B.

616 The Simec Customer Agreement provided for the creation of payment obligations assumed by Simec to, relevantly, GCUK as follows (with defined terms having the meaning assigned in the Simec Customer Agreement):

(a) Simec could submit a payment assurance upload file or PAUF: Schedule, cl 2.1;

(b) in respect of the Accounts Receivable set out in each PAUF, Simec

created and assumed an independent, irrevocable, unconditional, legal, valid, transferable and binding obligation to pay the relevant Certified Amount on the Maturity Date to, in the event of a Transfer of an Account Receivable by a Supplier to a Supplier's Transferee, the Supplier's Transferee: Schedule, cl 2.2,

where:

(c) **Account Receivable** meant the right to receive any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the Underlying Relationship, whether or not earned by performance;

(d) **PAUF** meant a payment assurance upload file, in the agreed format, which was created in respect of each Account Receivable, setting out details of Supplier, Invoice number, Certified Amount and Maturity Date and any other details agreed by the parties and which the Customer may provide to Financial Institution from time to time;

(e) **Supplier** meant any Person together with their successors and permitted assigns with whom a Supplier Agreement was in force at the relevant time;

(f) **Supplier Agreement** meant the agreement between Financial Institution and Supplier that regulates Transfers to Financial Institution; and

(g) **Underlying Relationship** meant a business relationship between Customer and Supplier.

617 Credit Suisse Virtuoso relies on the whole of Simec Customer Agreement as if set out in this Statement of Claim.

618 On 27 October 2015, Bramid (as Service Provider) and Simec (as Customer) entered into a Re-Invoicing Service Agreement (**Simec RSA**).

Particulars

The Simec RSA was in writing and dated 27 October 2015 (CSA.0001.0006.7368).

619 The Simec RSA provided for Bramid to finance settlement of invoices submitted by Simec to Bramid by way of the following process (with defined terms having the meaning assigned in the Simec RSA):

(a) Simec could submit a request for settlement of a Supplier Invoice to Bramid: cl 2.1(a);

(b) on receipt of such a request, Bramid issued and delivered to Simec the Service Invoice, the form of the PAUF (as defined in the Simec Customer Agreement) and authorising letter for Simec to execute and submit to GCUK in accordance with the Customer Agreement: cl 2.1(b) and (c);

(c) GCUK could elect to fund the Settlement Advance by purchasing the Service Invoice from Bramid and paying the amount of the Settlement Advance: cl 2.1(d); and

(d) alternatively, GCUK could elect not to fund the Settlement Advance pursuant to cl 2.1(d), upon which the related Service Invoice was automatically cancelled: cl 2.2.

620 Credit Suisse Virtuoso relies on the whole of Simec RSA as if set out in this Statement of Claim.

621 The Simec Customer Agreement was a "Customer Agreement" within the meaning of the Simec RSA.

622 On 10 August 2016, GCUK (as Financial Institution) and Bramid (as Supplier) entered into a Master Supplier Agreement (**Bramid Supplier Agreement**).

Particulars

The Bramid Supplier Agreement was in writing and dated 10 August 2016 (CSA.0001.0007.3453).

623 The Bramid Supplier Agreement provided for the transfer of Bramid's rights or purported right to receive payments of money from a Customer arising from a business relationship, or purported business relationship, between the Customer and Bramid, to GCUK from time to time by way of the following process (with defined terms having the meaning assigned in the Bramid Supplier Agreement):

(a) Bramid could make an irrevocable, non-withdrawable, non-cancellable offer to sell the specified Accounts Receivable (which was the right to receive payment from the Customer) only to GCUK by Posting an Irrevocable Election: cl 2.1;

(b) GCUK could accept that offer and purchase the Accounts Receivable the subject of that Irrevocable Election by notifying Bramid of such acceptance: cl 2.2; and

(c) with effect from GCUK's acceptance of the Irrevocable Election in accordance with cl 2.2, Bramid thereby sold, assigned and transferred to GCUK absolutely all right, title and interest in, to and under each Account Receivable set out in the Irrevocable Election: Schedule, cl 2.3.

624 Credit Suisse Virtuoso relies on the whole of Bramid Supplier Agreement as if set out in this Statement of Claim.

625 The Bramid Supplier Agreement was a "Supplier Agreement" within the meaning of the Simec Customer Agreement.

626 Following entry into the Bramid Supplier Agreement, Bramid is a Supplier within the meaning of the Simec Customer Agreement.

627 For the purposes of the Bramid Supplier Agreement:

(a) the Simec Customer Agreement was a "Customer Agreement";

(b) Simec was a Customer; and

(c) Accounts Receivable meant the right to receive payment from Simec.

628 [NOT USED]

629 [NOT USED]

630 [NOT USED]

631 [NOT USED]

L.3 Simec Note Programme

632 On 20 July 2015, GCUK, Lagoon Park and Citibank executed a Trust Deed (**Simec Trust Deed**).

Particulars

The Simec Trust Deed is in writing and is signed by and on behalf of GCUK, Citibank and Lagoon Park (CSA.0001.0006.7363).

633 Pursuant to the Simec Trust Deed (with defined terms having the meaning assigned in the Simec Trust Deed):

(a) GCUK declared a bare trust over the Eligible Accounts Receivable in favour of Citibank;

(b) Citibank declared a bare trust in favour of GCUK and Lagoon Park over the proceeds of such Eligible Accounts Receivable and over the balance from time to time standing to the credit of the trust account that Citibank maintained in respect of Simec; and

(c) **Eligible Accounts Receivable** meant the benefit of an unconditional undertaking given by the Obligor (identified in the appendix as Simec) under the Customer Agreement (identified in the appendix as the Simec Customer Agreement) to or for the benefit of GCUK, to pay or cause to be paid an amount equal to the amount of any receivables payable by the Obligor to a Supplier in respect of goods and/or services provided by such Supplier to the Obligor, the payment details of which unconditional undertakings are either set out in the Customer Agreement or loaded onto the Platform by the Obligor or otherwise evidenced through written payment details provided or by written records held for or with respect to the Obligor and which receivables have been transferred to GCUK provided that no such receivable shall have a maturity date which falls more than the number of days specified in the appendix (that number being 360 days) after the date on which such receivable was so transferred to GCUK and further provided that such payment undertaking shall be included in an instrument acknowledging indebtedness within article 77 of the *Financial Services and Markets Act 2000 (Regulated Activities) Order 2001* issued by one, and only one body corporate.

633A. Between 14 January 2021 and 19 February 2021, the benefit of the proceeds of Eligible Accounts Receivable under the Simec Trust Deed was acquired by Lagoon Park pursuant to the terms of the Lagoon Park MFPA, as amended

and restated on 26 November 2018.

Particulars

GCUK's offer, and Lagoon Park's acceptance of the benefit of the proceeds of the Eligible Accounts Receivable under the Simec Trust Deed were set out in Note Offer Reports for the Simec Notes.

634 On 19 October 2015, Lagoon Park, TMF Luxembourg SA and Citibank entered into the Lagoon Park Master Trust Deed (as defined at paragraph 105 above).

635 Pursuant to the Lagoon Park Master Trust Deed, Lagoon Park issued notes (**Simec Notes**) that were secured by Lagoon Park's beneficial interest in the trust property the subject of the Lagoon Park Citi Trust (as defined at subparagraph 104(b) above).

Particulars

The Simec Notes were in Compartment CW.

The Simec Notes which are the subject of this claim are described in Table

12.2 of Annexure P to this Statement of Claim.

636 Between 14 January 2021 and 19 February 2021, Credit Suisse Virtuoso:

(a) acquired the Simec Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 12.2 of Annexure P to this Statement of Claim for the Simec Notes.

Particulars

The Simec Notes were acquired by Credit Suisse Virtuoso between 14 January 2021 and 19 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Simec Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the date of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

637 Between 4 July 2022 and 5 July 2022, the Simec Notes were transferred to Greensill Bank.

Particulars

The Simec Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Simec Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 4 July 2022 and 5 July 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

L.4 Simec as a Customer under the 2019 Policy

638 Customer Endorsement 2, dated 13 March 2019 and effective 1 March 2019, purported to provide that the Insurer endorsed Simec as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 35 million, an Aggregate Customer Limit of USD 35 million and a Maximum Tenor of 180 days.

Particulars

Customer Endorsement 2 was executed by BCC purportedly on behalf of the Insurer on 13 March 2019 (CSA.0001.0006.7347).

639 Customer Endorsement 2(i), dated 24 April 2019 and effective 9 April 2019, purported to provide that the Insurer again endorsed Simec as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 45 million, an Aggregate Customer Limit of USD 45 million and a maximum Tenor of 180 days.

Particulars

Customer Endorsement 2(i) was executed by BCC purportedly on behalf of the Insurer on 24 April 2019 (CSA.0001.0006.7359).

640 Customer Endorsement 2(ii), dated 31 January 2020 and effective 30 January 2020, purported to provide that the Insurer again endorsed Simec as a Customer to the 2019 Policy with a Maximum Limit of Liability of USD 95

million, an Aggregate Customer Limit of USD 95 million and a Maximum Tenor of 180 days.

Particulars

Customer Endorsement 2(ii) was executed by BCC purportedly on behalf of the Insurer on 31 January 2020 (CSA.0001.0006.7361).

L.5 Payment failures

641 Between January and February 2021, Bramid sold accounts receivable to GCUK pursuant to the Bramid Supplier Agreement, in respect of which Simec assumed payment obligations under the Simec Customer Agreement.

642 Since approximately 13 July 2021, Simec has failed to make payments in accordance with the Simec Payment Obligations under the Simec Customer Agreement.

Particulars

Details of the debts in respect of which Simec has failed to make any payment are set out in Table 12.1 of Annexure P to this Statement of Claim.

643 [NOT USED]

644 [NOT USED]

L.6 Claims on the 2019 Policy

645 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 642 above.

Particulars

The Claim Form dated 7 July 2022, with annexures, was submitted by Greensill Bank's administrator on the same date, claiming the amount of USD 76,821,379 (CSA.0023.0002.7500; CSA.0023.0002.7329; CSA.0023.0002.7330; CSA.0023.0002.7499).

The Simec Notes are described in Table 12.2 of Annexure P to this Statement of Claim.

646 [NOT USED]

L.7 Insurer has failed to pay

647 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso, under the 2019 Policy in respect of the Simec Notes.

648 [NOT USED]

649 [NOT USED]

650 [NOT USED]

ANNEXURE M

M SPECIAL NEEDS GROUP

M.1 Special Needs Group and other relevant parties

651 SNG (as defined at paragraph 134 above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

652 At all material times, Special Needs Care Limited, Essential Property (NW) Limited, Special Needs Housing and Abbey School Limited (together, the **SNG Subsidiaries**) were each:

(a) companies incorporated under the laws of the United Kingdom; and

(b) wholly owned subsidiaries of SNG.

653 At all material times, SNG and the SNG Subsidiaries provided assisted living and education services for adults and children with additional support needs.

M.2 The Instalment Payment Agreement and Side Letter

654 On 21 June 2018, GCUK entered into an Instalment Payment Agreement with SNG, which was amended and supplemented from time to time (**SNG IPA**).

Particulars

The SNG IPA was in writing and dated 21 June 2018 (CSA.0001.0008.2706).

The SNG IPA was amended by letters dated on or around 23 May 2019 (CSA.0001.0008.2704), 10 December 2019 (CSA.0001.0008.2700), 14 May 2020 (CSA.0001.0008.2705) and 25 August 2020 (CSA.0001.0008.2701), each signed by the parties.

The SNG IPA was supplemented by letters dated 22 June 2018 (CSA.0001.0008.2697), 23 September 2020 (CSA.0001.0008.2696), 24 September 2020 (CSA.0001.0008.2702) and the SNG Side Letter (as defined at paragraph 658 below) (CSA.0001.0008.2695), each signed by the parties.

655 The SNG IPA (as amended) provided for GCUK to fund SNG's payables from

time to time by way of the following process (with defined terms having the meaning assigned in the SNG IPA):

(a) SNG could submit a PAUF setting out Drawdown Amounts which it intended to use to discharge one or more Payables, together with the Maturity Date(s) for the corresponding Repayment Amount(s): cl 1;

(b) if GCUK accepted an offer set out in a PAUF, then subject to the satisfaction of the conditions set out in the SNG IPA, GCUK would procure payment of the Drawdown Amounts within five business days, to allow SNG to discharge the applicable Payable(s): cl 1; and

(c) for each Drawdown Amount in each PAUF accepted by GCUK, SNG would pay each corresponding Repayment Amount on the applicable Maturity Date: cl 2.

656 It was an express term of the SNG IPA (as amended) that (with defined terms having the meaning assigned in the SNG IPA):

(a) if full payment of any Repayment Amount and other amounts payable was not received by GCUK within five days of the applicable Maturity Date, SNG agreed to pay to GCUK interest on the overdue amount at the rate equal to the lesser of 1.5% per month or the maximum amount allowed by law: cl 2;

(b) a Default occurred under the SNG IPA if, among other things, SNG failed to pay when due any sums due under the SNG IPA, or SNG ceased business, became insolvent or bankruptcy, reorganisation or insolvency proceedings were initiated by or against SNG: cl 5;

(c) in the event of a Default of the type described in subparagraph (b) above and not cured within 30 days of written notice of its occurrence, GCUK could require all outstanding Repayment Amounts and other outstanding sums to become immediately due and payable by SNG: cl 6;

(d) GCUK could assign or transfer its rights and/or interests in respect of the SNG IPA to any other person (**Transferee**): cl 7,

where:

(e) **PAUF** meant a payment assurance upload file created in respect of each Payable, setting out Drawdown Amount(s) to be paid to SNG by GCUK, the Drawdown Date on which payment would be made by GCUK, and the Maturity Date(s) for the corresponding Repayment Amount(s) in respect of such Drawdown Amount(s);

(f) **Drawdown Amount** had the meaning set out in a PAUF, with the aggregate of Drawdown Amounts offset by Repayment Amounts remitted to the Designated Funder Account not to exceed the Facility Amount;

(g) **Facility Amount** was GBP 17.8 million;

(h) **Repayment Amount** and **Maturity Date** each had the meaning set out in a PAUF; and

(i) **Payable(s)** meant payments which SNG may have wished to make from time to time in respect of certain of its business transactions.

657 Credit Suisse Virtuoso relies on the whole of the SNG IPA (as amended) as if set out in this Statement of Claim.

658 On 21 June 2018, SNG and GCUK entered into a side letter relating to the SNG IPA, which was amended on 31 December 2020 (**SNG Side Letter**).

Particulars

The SNG Side Letter was in writing, signed by the parties and dated 21 June 2018 (CSA.0001.0008.2695).

The SNG Side Letter was amended by letter, executed as a deed by the parties, dated 31 December 2020 (CSA.0001.0008.2703).

659 It was an express term of the SNG Side Letter (as amended) that:

(a) on each Maturity Date relating to an Instalment Amount, SNG was deemed to have submitted a PAUF including the following details: cl 2.1:

(i) Drawdown Date: the date of the Maturity Date of the Instalment Amount that was being repaid;

(ii) Drawdown Amount: a GBP amount equal to the Repayment Amount due on that Maturity Date or such other amount that was agreed;

(iii) Maturity Date: the date falling 365 days after the Drawdown Date; and

(iv) Repayment Amount: a GBP amount equal to the Drawdown Amount; and

(b) GCUK would communicate to SNG if it did not wish to make any further Drawdown Amounts available to SNG under the SNG IPA no later than 20 Business Days prior to the relevant Maturity Date: cl 2.3.

660 Credit Suisse Virtuoso relies on the whole of the SNG Side Letter (as amended) as if set out in this Statement of Claim.

661 [NOT USED]

M.3 SNG Note Programme

662 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**SNG Notes**) that were secured by SNG's payment obligations under the SNG IPA (**SNG Payment Obligations**).

Particulars

The SNG Notes were in Compartment HS.

The SNG Notes which are the subject of this claim are described in Table

13.2 of Annexure P to this Statement of Claim.

663 On 26 February 2021, the benefit of the SNG Payment Obligations under the SNG IPA was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer and Hoffman's acceptance of the benefit of the SNG Payment Obligations were set out in the Pricing Supplement and Note Offer Report for the SNG Notes.

664 On 26 February 2021, Credit Suisse Virtuoso:

(a) acquired the SNG Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 13.2 of Annexure P to this Statement of Claim for the SNG Notes.

Particulars

The SNG Notes were acquired by Credit Suisse Virtuoso on 26 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the SNG Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the date of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

665 On 18 February 2022, the SNG Notes were transferred to Greensill Bank.

Particulars

The SNG Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the SNG Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled on 18 February 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

M.4 Correspondence between the Insured and the Insurer

666 On or around 12 May 2020, GCUK sent an email to Marsh:

(a) attaching endorsements to the 2019 Policy for SNG;

(b) attaching a document titled "*CCMS Insurance Request*", which provided details of the facility with SNG, and which assessed the "Obligor Risk Score" as 8;

(c) attaching a document titled "*Credit Application Redacted Report – Amendment, Special Needs Group Limited*" which:

(i) stated that a total facility of GBP 18 million was required, which included an increase of GBP 5 million to fund the finalisation of a refurbishment and onboarding of staff members at a new school for children with special needs;

(ii) provided details of key risks, including that GCUK could not control the way in which SNG spent the funds that were advanced; and

(iii) provided details about the SNG IPA, including that:

(A) by the SNG IPA, GCUK made funding available for SNG to settle payables in commercial transactions, serviced and repaid via SNG's cashflows; and

(B) in line with a standard instalment payment agreement, SNG was obliged to make repayments as the relevant IPU or instalment matured;

(d) recording the following details of the facility with SNG as per Mr Lex Greensill's conversation with Brereton:

(i) cover in the amount of GBP 18 million;

(ii) a 75/25 indemnity split;

(iii) a maximum tenor of 365 days;

(iv) an effective date of 13 May 2020; and

(v) a premium of 75 basis points; and

(e) requesting that Marsh review, add an endorsement number and advise.

Particulars

Email from Craig Pinnington (GCUK) to Edward Smith (Marsh) and Angus Ward (Marsh) dated 12 May 2020 (CSA.0023.0001.2714; CSA.0023.0001.2715; CSA.0023.0001.2717; CSA.0023.0001.2718).

667 Marsh sent an email to BCC, as agent for the Insurer:

(a) attaching the endorsements referred to at subparagraph 666(a) above, amended to reflect the request at subparagraph 666(e) above and requesting that these be signed;

(b) attaching the document titled "*CCMS Insurance Request*" referred to at subparagraph 666(b) above; and

(c) attaching the document titled "*Credit Application Redacted Report – Amendment, Special Needs Group Limited*" referred to at subparagraph 666(c) above.

Particulars

Email from Angus Ward (Marsh) to Brereton (BCC) dated 12 May 2020 (MMC_GCUK08_00019743; MMC_GCUK08_00019744; MMC_GCUK08_00019747; MMC_GCUK08_00019763).

668 On or around 12 May 2020, BCC, purportedly on behalf of the Insurer, agreed to endorse SNG as a Customer under the 2019 Policy.

Particulars

Email from Angus Ward (Marsh) to Brereton (BCC) and Brereton's response dated 12 May 2020 (MMC_GCUK08_00019790).

669 Customer Endorsement 127, dated and effective 13 May 2020, purported to provide that the Insurer endorsed SNG as a Customer under the 2019 Policy with a Maximum Limit of Liability of GBP 18 million, an Aggregate Customer Limit of GBP 18 million and a Maximum Tenor of 365 days from the date the Insured acquires the Debt.

Particulars

Customer Endorsement 127 was executed by BCC purportedly on behalf of the Insurer on 13 May 2019 (CSA.0023.0001.2712).

670 [NOT USED]

671 [NOT USED]

672 [NOT USED]

M.5 Payment failures

673 On or around 25 February 2021, SNG submitted a PAUF to GCUK with respect to two drawdowns in the amounts of GBP 17,307,607 and GBP 492,305 respectively with a Maturity Date of 25 February 2022 (**Relevant**

PAUF).

674 Pursuant to clause 2.3 of the SNG Side Letter, on 16 March 2021, GCUK, by its administrators, gave notice that it did not wish to make any further Drawdown Amounts available to SNG pursuant to the SNG IPA.

Particulars

Letter from Grant Thornton, GCUK's administrators, to SNG dated 16 March 2021 (CSA.0001.0008.2715).

675 SNG failed to make repayments with respect to the Relevant PAUF in accordance with the SNG IPA on 25 February 2022 or at all, save as provided at paragraph 678 below.

Particulars

Details of the debts in respect of which SNG has failed to make any payment are set out in Table 13.1 of Annexure P to this Statement of Claim.

676 On or around 9 May 2022, administrators were appointed to SNG.

677 On or around 9 May 2022, SNG entered into a share sale agreement whereby Assum Limited acquired the shares in Special Needs Care Limited and Abbey School Limited for the sum of GBP 5,199,999.

Particulars

The share sale agreement was in writing and dated 9 May 2022 (CSA.0001.0032.0003).

678 On or around 18 August 2022, Credit Suisse Virtuoso received GBP 3,752,852.87 (after deducting fees) from the share sale described at paragraph 677 above.

679 [NOT USED]

680 [NOT USED]

M.6 Claims on the 2019 Policy

681 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at

paragraph 675 above.

Particulars

The Claim Form dated 21 April 2022, with annexures, was submitted by Greensill Bank's administrator on 21 April 2022, claiming the amount of GBP 17,799,912 (less amounts received pursuant to the proposed restructuring transaction notified to the Insurer on 15 April 2022) (CSA.0001.0008.2718; CSA.0001.0008.2664; CSA.0001.0008.2719

CSA.0001.0008.2717).

The SNG Notes are described in Table 13.2 of Annexure P to this Statement of Claim.

682 [NOT USED]

M.7 Insurer has failed to pay

683 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the SNG Notes.

684 [NOT USED]

685 [NOT USED]

686 [NOT USED]

ANNEXURE N

N SSUK

N.1 SSUK and other relevant parties

687 SSUK (as defined at subparagraph 132(a)(ii) above) is, and was at all material times, a company incorporated under the laws of the United Kingdom.

688 Liberty House (as defined at subparagraph 132(a)(iii) above) is, and was at all material times:

(a) a company incorporated under the laws of Singapore; and

(b) the parent company of SSUK.

N.2 Receivables Purchase Agreement

689 On or around 9 April 2019, GCUK (as Buyer) and SSUK (as Company, Seller Representative and Servicer):

(a) entered into a Receivables Purchase Agreement (**SSUK RPA**); and

Particulars

The SSUK RPA was in writing and dated 9 April 2019 (CSA.0001.0007.2188).

(b) signed a Side Letter and a Condition Subsequent Letter dated the same date.

690 The SSUK RPA provided for the sale from time to time by SSUK to GCUK of Eligible Receivables by way of the following process (with defined terms having the meaning assigned in the SSUK RPA):

(a) SSUK could provide to GCUK a list of Eligible Receivables available for purchase, with the Payment Profile of each Eligible Receivable: cl 2.2;

(b) within three Business Days following the delivery of the items set out in clause 2.2, GCUK could submit a Request to SSUK that listed the Proposed Receivables that it was willing to purchase from SSUK: cl 2.3; and

(c) upon both SSUK and GCUK signing the Request, SSUK sold to GCUK, with full title guarantee, all of SSUK's right, title and interest with respect to the Proposed Receivables (which become the **Purchased Receivables**): cll 2.4 and 2.5.

691 It was an express term of the SSUK RPA (with defined terms having the meaning assigned in the SSUK RPA):

(a) SSUK represented and warranted to GCUK that in respect of any Receivables offered for sale in a Request by SSUK (the **Applicable Receivables**) that, *inter alia*:

(i) the Receivable information contained in the Request delivered in connection with such Purchase Date was true and correct, including the unpaid amounts due in respect thereof which comprised the Purchased Receivables on such Purchase Date;

(ii) each Applicable Receivable was an Eligible Receivable;

(iii) the Payment Profile in respect of an Applicable Receivable submitted to Buyer in accordance with cl 2.2(a), and set out in the Offer File that was annexed to the corresponding Request, was an accurate reflection of the payments due from the relevant Account Debtor under the relevant Sales Contract; and

(iv) SSUK was the legal and beneficial owner of each Applicable Receivable free and clear of any lien, encumbrance or security interest and upon each purchase of an Applicable Receivable on the terms of this Agreement, GCUK would acquire valid ownership of such Applicable Receivable and the Collections with respect thereto prior in right to all other Persons: cl 6(n), (o), (p) and (q);

(b) GCUK could not purchase the Proposed Receivables unless on the relevant Purchase Date SSUK's representations and warranties made with respect to the Proposed Receivables in the SSUK RPA (as pleaded above at subparagraph (a) above) were true and accurate in all material respects: cl 3(b);

(c) an **Event of Repurchase** occurred when (among other events):

(i) any representation or warranty made by SSUK under the SSUK RPA with respect to any Purchased Receivables was incorrect when made or deemed made: cl 7(a);

(ii) SSUK failed to perform or observe any other term, covenant or agreement with respect to any of the Purchase Receivables: cl 7(a);

(iii) any Purchased Receivable did not become the subject of an invoice or other clearly defined payment obligation and become fully due and payable by the applicable Account Debtor within 270 days of the earlier to occur of (x) the applicable Purchase Date and (y) the date any such Purchased Receivable arises or is originated: cl 7(d);

(iv) any Purchased Receivable was not paid in full when due for any reason: cl 7(d); and/or

(v) any Purchased Receivable was not paid in full by the date that any source of funds used by GCUK to finance such purchased Receivable became due and payable: cl 7(d);

(d) if an Event of Repurchase occurred, then SSUK would:

(i) repurchase all such Purchased Receivables then outstanding affected by the Event of Repurchase at GCUK's option and demand at the Repurchase Price; or

(ii) if such Event of Repurchase has occurred as a result of the Purchased Receivable not being or becoming an enforceable payment obligation of the relevant Account Debtor for any reasons, pay an amount equal to the Repurchase Price that would have applied if such Purchased Receivable were an enforceable payment obligation: cl 7;

(e) GCUK could, without notice to SSUK, sell, assign, transfer or negotiate or declare a trust over, grant participations to, or create security over all or any part of, or any interest in, its rights and benefits under the SSUK RPA or in respect of any Purchased Receivable to, or in favour of, inter alia, Hoffman: cl 14.4;

(f) if SSUK failed to pay any amount payable by it under a Transaction Document on its due date, interest on the unpaid amount would accrue daily and would be compounded monthly, from and including the due date of the actual payment, at a rate per annum equal to the Discount Rate: cl 14.11,

where:

(g) an **Eligible Receivable** meant a Receivable that, *inter alia*:

(i) was or would be legally and beneficially owned by SSUK, free and clear of any lien, encumbrance or security interest; and

(ii) was based on an actual and bona fide sale of goods by SSUK in the ordinary course of business in return for consideration of the relevant Seller pursuant to a written Sales Contract that has already been entered into by SSUK with the applicable Account Debtor: cl 1.1;

(h) **Proposed Receivables** meant the Receivables proposed by SSUK to GCUK for purchase under the SSUK RPA and identified in a Request; cl 1.1;

(i) **Receivables**:

(i) meant all accounts, instruments, documents, contract rights, general intangibles and chattel paper, all tax refunds and proceeds of insurance and all other forms of documentation or information showing obligations owing to SSUK by an Account Debtor and/or expected or amounts to become payable by an Account Debtor; and

(ii) included expected future amounts which are intended on any applicable Purchase Date to become payable by an Account Debtor as a result of anticipated future sale of goods, regardless of whether or not such expected amounts are the subject of an actual or enforceable payment obligation of such Account Debtor on the applicable Purchase Date: cl 1.1; and

(j) **Related Security** with respect to any Receivable meant, *inter alia*:

(i) all of SSUK's interest in any merchandise relating to any sale

giving rise to such Receivable;

(ii) all Security Interests or liens and property purporting to secure payment of such Receivable; and

(iii) all guarantee, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable: cl 1.1.

692 Credit Suisse Virtuoso and Credit Suisse Nova rely on the whole of the SSUK RPA as if set out in this Statement of Claim.

N.3 Correspondence between GCUK and the Insurer

693 On or around 8 April 2019, GCUK sent an email to BCC, as agent for the Insurer, and Marsh:

(a) providing details of the SSUK future receivables facility, which was proposed to have a maximum limit of GBP 300 million through one seller being SSUK (**SSUK AR Facility**); and

(b) attaching a spreadsheet providing an overview of the Account Debtors proposed as part of the SSUK AR Facility.

Particulars

Email from Craig Pinnington (GCUK) to Brereton (BCC) and Edward Smith (Marsh) dated 8 April 2019 (CSA.0001.0007.0264; CSA.0001.0007.0265).

694 On or around the same date, GCUK sent a further email to BCC, attaching proposed policy endorsements that GCUK identified as required in order to extend cover under the 2019 Policy to the SSUK AR Facility, including:

(a) an unsigned and undated Customer Endorsement for Liberty House and SSUK under the 2019 Policy; and

(b) an unsigned endorsement titled "*Endorsement (SSUK)"* under the 2019 Policy.

Particulars

Email from John Whelan (GCUK) to Brereton (BCC) dated 8 April 2019

(MMC_GCUK08_00007523; MMC_GCUK08_00007528; MMC_GCUK08_00007527).

695 On or around 9 April 2019, GCUK sent an email to BCC attaching the unsigned proposed endorsements to extend coverage under the 2019 Policy to the SSUK AR Facility and requesting confirmation from BCC that those endorsements were acceptable.

Particulars

Email from Lex Greensill (GCUK) to Brereton (BCC) dated 9 April 2019 (MMC_GCUK08_00007575; MMC_GCUK08_00007583; MMC_GCUK08_00007585).

696 On or around the same date, BCC responded to GCUK's email and confirmed that BCC was happy to proceed with the proposed tenor of 275 days for the facility and that Brereton would sign the unsigned proposed endorsements the next day.

Particulars

Email from Brereton (BCC) to Lex Greensill (GCUK) dated 9 April 2019 (MMC_GCUK08_00007588).

697 On or around 3 June 2019, Marsh sent an email to BCC, noting that the signed endorsements had not been received and requesting that the re-attached endorsements be executed and returned as soon as possible.

Particulars

Email from Angus Ward (Marsh) to Brereton (BCC) dated 3 June 2019 (MMC_GCUK08_00021953; MMC_GCUK08_00021960; MMC_GCUK08_00021964).

698 On or around 10 June 2019, BCC provided to Marsh signed copies of:

(a) an unnumbered endorsement titled *"Customer Endorsement No: - Guarantor/Seller Repurchase Obligation*"; and

(b) the SSUK Endorsement (as defined at paragraph 145 above).

Particulars

Email from Angus Ward (Marsh) to Sophie Dyke (GCUK) dated 10

June 2019 (CSA.0001.0007.0851; CSA.0001.0007.0856; CSA.0001.0007.0857).

N.4 SSUK Customers under the 2019 Policy

699 An unnumbered endorsement titled *"Customer Endorsement No: - Guarantor/Seller Repurchase Obligation*", dated 10 June 2019 and effective 22 February 2019, purported to provide that the Insurer endorsed Liberty House and SSUK as Customers under the 2019 Policy by reference to their joint and several liability for the repurchase/liability obligations of SSUK with a Maximum Limit of Liability of GBP 300 million, a Customer Limit of GBP 5 million (to be reset indefinitely as required if the Customer Limit is breached) and no Maximum Tenor.

Particulars

The Customer Endorsement No: - Guarantor/Seller Repurchase Obligation was executed by BCC purportedly on behalf of the Insurer on 10 June 2019 (CSA.0001.0007.0973).

700 The SSUK Endorsement, purported to provide that for the purpose of any Debts acquired by the Servicer from SSUK pursuant to the SSUK RPA (as pleaded at paragraph 690 above), the Insurer agrees that, *inter alia*, the Maximum Tenor is 275 days from the date the Servicer originates the Debt and the Insured Percentage is 100%.

N.5 [NOT USED]

701 [NOT USED]

702 [NOT USED]

703 [NOT USED]

704 [NOT USED]

705 [NOT USED]

706 [NOT USED]

707 [NOT USED]

N.6 SSUK Rehbein Note Programme

708 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**SSUK Rehbein Notes**) that were secured by the payment obligations of SSUK under the SSUK RPA (**SSUK Rehbein Payment Obligations**).

Particulars

The SSUK Rehbein Notes were in Compartment LF.

The SSUK Rehbein Notes which are the subject of this claim are described in Table 14.2 of Annexure P to this Statement of Claim.

709 Between 8 June 2020 to 4 February 2021, the benefit of the SSUK Rehbein Payment Obligations under the SSUK RPA was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the SSUK Rehbein Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the SSUK Rehbein Notes.

710 Between 8 June 2020 and 4 February 2021, Credit Suisse Virtuoso and Credit Suisse Nova (as the case may be):

(a) acquired the SSUK Rehbein Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 14.2 of Annexure P to this Statement of Claim for the SSUK Rehbein Notes.

Particulars

The SSUK Rehbein Notes were acquired by Credit Suisse Virtuoso and Credit Suisse Nova between 8 June 2020 and 4 February 2021 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the SSUK Rehbein Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's and Credit Suisse Nova's custodian. On the dates of the transfers, cash was debited from the account of Credit Suisse Virtuoso's and Credit Suisse Nova's custodian and paid into an account in the name of the counterparty.

711 Between 25 October 2021 and 27 October 2021, the SSUK Rehbein Notes were transferred to Greensill Bank.

Particulars

The SSUK Rehbein Notes were transferred to Greensill Bank by Credit Suisse Virtuoso and Credit Suisse Nova as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso and Credit Suisse Nova, to process the transfer of the SSUK Rehbein Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 25 October 2021 and 27 October 2021. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso and Credit Suisse Nova, Clearstream for Greensill Bank).

N.7 Payment failures

712 Between June 2020 and February 2021, SSUK sold accounts receivable to GCUK pursuant to the SSUK RPA.

713 Since approximately 8 March 2021, SSUK has failed to make payments in accordance with the SSUK Rehbein Payment Obligations under the SSUK RPA.

Particulars

Details of the debts in respect of which SSUK has failed to make any payment are set out in Table 14.1 of Annexure P to this Statement of Claim.

714 [NOT USED]

715 [NOT USED]

N.8 Claims on the 2019 Policy

716 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 713 above.

Particulars

The Claim Form dated 21 December 2021 with annexures, was submitted by Greensill Bank's administrator on the same date, claiming the amount of GBP 234,492,886.19 (CSA.0001.0008.4233; CSA.0001.0008.4236; CSA.0023.0002.8038; CSA.0001.0008.4232).

The SSUK Rehbein Notes are described in Table 14.2 of Annexure P to this Statement of Claim.

717 [NOT USED]

N.9 Insurer has failed to pay

718 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso and/or Credit Suisse Nova under the 2019 Policy in respect of the SSUK Rehbein Notes.

719 [NOT USED]

720 [NOT USED]

721 [NOT USED]

ANNEXURE O

O WESTFORD

O.1 Westford and other relevant parties

722 Westford (as defined at paragraph 136 above) is, and was at all material times, incorporated under the laws of Hong Kong.

723 At all material times, Westford was engaged in the business of trading and trade finance.

724 Bramid (as defined at paragraph 270 above) was at all material times:

(a) engaged in the business of providing supply chain financing services; and

(b) a company incorporated under the laws of Bermuda.

O.2 Re-Invoicing Service Agreement

725 On 25 June 2018, Bramid and Westford entered into a Re-invoicing Service Agreement (**Westford RSA**).

Particulars

The Westford RSA was in writing and dated 25 June 2018 (CSA.0001.0008.2382).

726 The Westford RSA provided for Bramid to provide a settlement and re-invoicing service to Westford, in connection with GCUK's supply chain finance, by way of the following process (with defined terms having the meaning assigned in the Westford RSA):

(a) Westford could submit a request for settlement (in whole or in part) of a Supplier Invoice to Bramid: cl 2.1(a);

(b) Bramid would then issue and deliver to Westford the related Service Invoice(s), the form of the payment assurance upload file (**PAUF**) and accompanying Customer authorisation letter: cl 2.1(b);

(c) Westford would execute the PAUF and authorising letter and submit them to GCUK, in accordance with the customer agreement between Westford and GCUK: cl 2.1(c);

(d) GCUK could elect to fund the Settlement Advance, whereupon Bramid would sell the Service Invoice to GCUK at a price equal to the Settlement Advance and request GCUK make payment of an amount equal to the Settlement Advance to Westford on the Advance Date: cl 2.1(d); and

(e) Westford, as paying agent for Bramid, would transfer the Settlement Advance to the applicable Supplier to pay the relevant Supplier Invoice: cl 2.1(e).

727 It was an express term of the Westford RSA that (with defined terms having the meaning assigned in the Westford RSA):

(a) Westford would pay invoices for Servicing Fees (**Service Invoice**) on or before the Maturity Date: cl 2.3;

(b) where all or any part of the sums due on a Service Invoice had not been paid when due and payable, interest on the unpaid amount would accrue daily at the Transaction Rate: cl 2.4;

(c) Westford would only submit Supplier Invoices in respect of genuine and lawful trade transactions arising in the ordinary course of business for the sale, supply and purchase of goods and/or services between Westford and Supplier: cl 3.1,

where:

(d) **Account Receivable** meant the right to receive any and all present and future payments of money due and payable, whether due then or payable in the future as a result of the Supply Agreement;

(e) **Advance Date** meant the date Westford specified in the relevant request under cl 2.1(a) as the date on which it wished payment to be made;

(f) **Maturity Date** meant, in relation to a Service Invoice, the 180th day (or such other tenor agreed in writing by GCUK) after the Advance Date;

(g) **Servicing Fee** meant the fee chargeable by Bramid in respect of provision of the Settlement Advance, calculated as follows: Settlement Advance ÷ (1 – (Transaction Rate * (Tenor ÷ Day Count)));

(h) **Settlement Advance** meant, with respect to any Supplier Invoice, the total amount of the funds set out in a request made pursuant to cl 2.1(a);

(i) **Supplier** meant an entity, including any company that was directly or indirectly controlled by or under common control of, or with, Westford, to which Westford wished payment to be made in accordance with the terms of the Westford RSA;

(j) **Supplier Invoice** meant an invoice raised by Supplier in respect of an Account Receivable; and

(k) **Supply Agreement** meant the agreement between a Supplier and Westford for the sale, supply and purchase of goods and/or services and pursuant to which Accounts Receivable arise: cl 1.1.

728 Credit Suisse Virtuoso relies on the whole of the Westford RSA as if set out it in this Statement of Claim.

O.3 The Customer Agreement with Westford

729 On 25 June 2018, GCUK entered into a Customer Agreement with Westford (**Westford Customer Agreement**).

Particulars

The Westford Customer Agreement was in writing and dated 25 June 2018 (CSA.0001.0006.2287).

730 The Westford Customer Agreement provided for Westford to pay amounts relating to accounts receivable assigned to GCUK by suppliers to Westford (or its affiliates).

731 The Westford Customer Agreement provided for the creation of payment obligations of Westford to Suppliers and Suppliers' Transferees by way of the following process (with defined terms having the meaning assigned in the Westford Customer Agreement):

(a) Westford could submit PAUFs: cl 2.1;

(b) Westford created and assumed, in respect of the Accounts Receivable set out in each PAUF, a binding obligation in favour of the Supplier (or its Transferee) to pay or procure the payment to the relevant

Designated Account on the relevant Maturity Date an amount equal to and in the same currency as the relevant Certified Amount without deduction and that such amount would be due and payable by Westford on the Maturity Date, irrespective of any non- or partial performance by a Supplier under the Underlying Relationship: cl 2.2; and

(c) Westford (for itself and as agent for and on behalf of each Affiliated Company) accepted and consented to the transfer of each Account Receivable to, among other entities, GCUK: cl 2.8,

where:

(d) **Account Receivable** meant the right or purported right of Supplier to receive any and all present and future payments of money due and payable, whether due at the time or payable in the future, as a result of the Underlying Relationship, whether or not earned by performance, details of which were set out in a PAUF;

(e) **Maturity Date** meant in relation to each “Payment Obligation”, the settlement date of the Payment Obligation, being the date set out against the corresponding Account Receivable as the ‘maturity date’ in the relevant PAUF (or, if such date is not a Business Day, the preceding Business Day);

(f) **PAUF** meant a payment assurance upload file, in the agreed format, which was created in respect of each Account Receivable, setting out details of Supplier, invoice number, Certified Amount and Maturity Date;

(g) **Payment Obligation** meant the benefit of Westford's obligation to pay as provided by clauses 2.2 and 5.2, together with Westford's obligation to pay any late payment interest on the Certified Amount;

(h) **Supplier** meant any Person together with its successors and permitted assigns with whom a Supplier Agreement was at the relevant time in force;

(i) **Supplier Agreement** meant the agreement between, among others, GCUK and a Supplier that regulates Transfers to, among others,

GCUK; and

(j) **Underlying Relationship** meant an actual or purported business relationship between Westford or any Affiliated Company and a Supplier: cl 1.1.

732 It was an express term of the Westford Customer Agreement that (with defined terms having the meaning assigned in the Westford Customer Agreement):

(a) on the occurrence of a Default Event, obligations to make payment under cl 2.2 then unpaid would become immediately due and payable without any further action by Supplier's Transferee: cl 2.2;

(b) if Westford failed to make any payment when due under the Westford Customer Agreement, where such failure was not remedied within seven days of its due date, interest on the unpaid amount would accrue daily at the relevant Default Interest Rate: cl 2.9;

(c) Westford warranted that all information provided on its behalf to GCUK would be true, complete and accurate, without omission and not misleading: cl 4.1.8,

where:

(d) **Default Event** included any failure by Westford to make any payment when due under the Westford Customer Agreement not remedied within seven calendar days of the due date.

733 Credit Suisse Virtuoso relies on the whole of the Westford Customer Agreement as if set out in this Statement of Claim.

734 The Bramid Supplier Agreement entered into by GCUK and Bramid on 10 August 2016 (as pleaded above at section K.2) was a Supplier Agreement for the purposes of the Westford Customer Agreement.

735 [NOT USED]

736 [NOT USED]

737 [NOT USED]

O.4 Westford Note Programme

738 Pursuant to the Hoffman Master Trust Deed, Hoffman issued notes (**Westford Notes**) that were secured by Westford's payment obligations to GCUK pursuant to the obligation pleaded at paragraph 731(b) above (**Westford Payment Obligations**).

Particulars

The Westford Notes were in Compartment HI.

The Westford Notes which are the subject of this claim are described in Table 15.2 of Annexure P to this Statement of Claim.

739 Between 1 December 2020 and 23 December 2020, the benefit of the Westford Payment Obligations under the Customer Agreement was assigned to Hoffman pursuant to the terms of the MAA.

Particulars

GCUK's offer, and Hoffman's acceptance of the benefit of the Westford Payment Obligations were set out in Pricing Supplements and Note Offer Reports for the Westford Notes.

740 Between 1 December 2020 and 23 December 2020, Credit Suisse Virtuoso:

(a) acquired the Westford Notes; and

(b) paid the amount set out in the column 'Cash Amount Paid by Loss Payee' of Table 15.2 of Annexure P to this Statement of Claim for the Westford Notes.

Particulars

The Westford Notes were acquired by Credit Suisse Virtuoso between 1 December 2020 and 23 December 2020 following the counterparty entering settlement instructions into the Clearstream clearing system to process the transfer of the Westford Notes to a Euroclear account in the name of Credit Suisse (Luxembourg) S.A. as Credit Suisse Virtuoso's custodian. On the date of the transfers, cash was debited from the account of Credit Suisse Virtuoso's custodian and paid into an account in the name of the counterparty.

741 Between 28 December 2021 and 5 January 2022, the Westford Notes were

transferred to Greensill Bank.

Particulars

The Westford Notes were transferred to Greensill Bank by Credit Suisse Virtuoso as follows: Credit Suisse Asset Management AG (Zurich) instructed Credit Suisse (Luxembourg) S.A., the custodian bank of Credit Suisse Virtuoso, to process the transfer of the Westford Notes, from its Euroclear account to a Citibank account in the name of Greensill Bank, free of payment. The trades settled between 28 December 2021 and 5 January 2022. The respective counterparties entered instructions for the transfers into their respective clearing systems (Euroclear for Credit Suisse Virtuoso, Clearstream for Greensill Bank).

O.5 Westford as a Customer under the 2019 Policy

742 On or around 20 June 2020, BCC, purportedly on behalf of the Insurer, agreed to offer USD 51 million of cover with respect to Westford.

Particulars

Email from Lex Greensill (GCUK) to Brereton (BCC) dated 20 June 2020 and Brereton's response dated 20 June 2020 (MMC_GCUK08_00020318).

743 On or around 2 July 2020, BCC, purportedly on behalf of the Insurer, agreed to endorse Westford as a Customer under the 2019 Policy.

Particulars

Emails from Angus Ward (Marsh) and Ewan Berkemeier (Marsh Sydney) to Brereton (BCC) dated 23 June 2020 and 25 June 2020 and Brereton's

response dated 25 June 2020 (CSA.0001.0006.2272; MMC_GCUK08_00020637).

Email from Angus Ward (Marsh) to Craig Pinnington (GCUK) dated 2 July 2020, attaching Customer Endorsement 139 to the 2019 Policy signed by BCC (CSA.0023.0001.3812; CSA.0023.0001.3814).

744 Customer Endorsement 139, dated 2 July 2020 and effective 22 June 2020, purported to provide that the Insurer endorsed Westford as a Customer under the 2019 Policy with a Maximum Limit of Liability of USD 51 million, an Aggregate Customer Limit of USD 51 million and a Maximum Tenor of 180 days from the date the Insured acquires the Debt.

O.6 Payment failures

745 Between 30 November 2020 and 17 December 2020, Westford submitted PAUFs to GCUK with respect to accounts receivable pursuant to the Westford RSA.

746 Since approximately 27 May 2021, Westford has failed to make payments in accordance with the Westford Payment Obligations under the Westford RPA.

Particulars

Details of the debts in respect of which Westford has failed to make any payment are set out in Table 15.1 of Annexure P to this Statement of Claim.

747 [NOT USED]

748 [NOT USED]

O.7 Claims on the 2019 Policy

749 Greensill Bank submitted a Claim to BCC as the corporate authorised representative of the Insurer, in respect of the failures to pay pleaded at paragraph 746 above.

Particulars

The Claim Form dated 10 May 2022, with annexures, was submitted by Greensill Bank's administrator on 10 May 2022, claiming the amount of USD 48,657,776 (CSA.0001.0008.2385; CSA.0001.0008.2186; CSA.0001.0008.2386; CSA.0001.0008.2387.

The Westford Notes are described in Table 15.2 of Annexure P to this Statement of Claim.

750 [NOT USED]

O.8 Insurer has failed to pay

751 As at the date of filing this Statement of Claim, the Insurer has not indemnified or paid Greensill Bank and/or Credit Suisse Virtuoso under the 2019 Policy in respect of the Westford Notes.

752 [NOT USED]

753 [NOT USED]

754 [NOT USED]

ANNEXURE P

P DETAILS OF DEBTS AND NOTES

1 Bauer's Intelligent Transportation (as defined at paragraph 135 above)

1.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of Note to which the Debt is assigned
1.	BAUER_0_15	18/03/2020	2,324,918.44	USD	10/03/2021	24/04/2021	XS2053273392
2.	BAUER_2_6	18/03/2020	321,911.78	USD	10/03/2021	24/04/2021	XS2053273392
3.	BAUER_1_5	20/12/2019	268,906.82	USD	01/04/2021	16/05/2021	XS2053273475
4.	BAUER_0_16	17/04/2020	2,327,977.77	USD	09/04/2021	24/05/2021	XS2053273558
5.	BAUER_2_7	18/05/2020	321,597.92	USD	13/05/2021	27/06/2021	XS2053273715
6.	BAUER_3_1	11/01/2021	4,785,252.03	USD	05/01/2022	19/02/2022	XS2053274879
7.	BAUER_3_3	22/01/2021	3,555,907.67	USD	14/01/2022	28/02/2022	XS2053275256

1.2 Details of Notes

No.	ISIN	Issue Date[1]	Counterparty for acquisition	Transfer Date[2]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[3]	Counterparty for transfer to Greensill Bank
1.	XS2053273392	18/03/20	Citibank as Issuing and Paying Agent	25/08/20	Credit Suisse Virtuoso	4,201,787	3,556,887	USD	10/03/21	31/12/21	Citibank as custodian for Greensill Bank
2.	XS2053273475	08/04/20	Citibank as Issuing and Paying Agent	25/08/20	Credit Suisse Virtuoso	268,906	265,549	USD	01/04/21	23/12/21	Citibank as custodian for Greensill Bank
3.	XS2053273558	17/04/20	Citibank as Issuing and Paying Agent	25/08/20	Credit Suisse Virtuoso	2,327,977	2,297,777	USD	09/04/21	23/12/21	Citibank as custodian for Greensill Bank
4.	XS2053273715	20/05/20	Citibank as Issuing and Paying Agent	25/11/20	Credit Suisse Virtuoso	321,597	318,609	USD	13/05/21	23/12/21	Citibank as custodian for Greensill Bank
5.	XS2053274879	11/01/21	Citibank as Issuing and Paying Agent	11/01/21	Credit Suisse Virtuoso	3,157,454	3,093,317	USD	05/01/22	20/12/21	Citibank as custodian for Greensill Bank
6.	XS2053275256	22/01/21	Citibank as Issuing and Paying Agent	22/01/21	Credit Suisse Virtuoso	2,200,000	2,155,873	USD	14/01/22	20/12/21	Citibank as custodian for Greensill Bank
7.	XS2053273632	18/05/20	Citibank as Issuing and Paying Agent	18/05/20	Credit Suisse Nova	2,322,132	2,117,142	USD	10/05/21	Uninsured not transferred	Not applicable
8.	XS2053274952	11/01/21	Citibank as Issuing and Paying Agent	11/01/21	Credit Suisse Nova	1,627,798	1,561,776	USD	05/01/22	Uninsured not transferred	Not applicable

[1] The date on which the note was issued by the issuer (the "**Issue Date**").
[2] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank (the "**Transfer Date**")
[3] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[1]	Counterparty for acquisition	Transfer Date[2]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[3]	Counterparty for transfer to Greensill Bank
9.	XS2053275090	15/01/21	Citibank as Issuing and Paying Agent	15/01/21	Credit Suisse Nova	4,625,860	4,437,883	USD	10/01/22	Uninsured not transferred	Not applicable
10.	XS2053275330	22/01/21	Citibank as Issuing and Paying Agent	22/01/21	Credit Suisse Nova	1,355,907	1,301,394	USD	14/01/22	Uninsured not transferred	Not applicable
11.	XS2053275413	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Nova	2,221,003	2,185,798	USD	30/06/21	Uninsured not transferred	Not applicable
TOTALS (not including uninsured notes)						**12,477,721**	**11,688,012**				

2 Bluestone Multi-Obligor

2.1 Rasmussen - Details of Debts

No.	Account Debtor	Customer	Invoice Number	Due Date	Backstop Date	Alternative Backstop Date*	Currency	Certified amount
1.	AK Steel Corporation	Bluestone Coal Sales Corporation	2020-11-09-2	5 March 2021	19/Apr/2021	27/Nov/2021	USD	10,000,000.00
2.	Arch Resources, Inc. (formerly named Arch Coal, Inc.)	Bluestone Coal Sales Corporation	2020-11-09-3	5 March 2021	19/Apr/2021	27/Nov/2021	USD	5,000,000.00
3.	Hyundai Steel America, Inc.	Bluestone Coal Sales Corporation	2020-11-09-4	5 March 2021	19/Apr/2021	27/Nov/2021	USD	5,000,000.00
4.	Nippon Steel & Sumitomo Metal Corporation	Bluestone Coal Sales Corporation	2020-11-09-5	5 March 2021	19/Apr/2021	27/Nov/2021	USD	5,000,000.00
5.	SunCoke Energy, Inc.	Blackstone Energy Ltd	2020-18-09-2	12/Mar/2021	26/Apr/2021	27/Nov/2021	USD	10,000,000.00
6.	Virginia Electric and Power Company	Blackstone Energy Ltd	2020-22-09-1	12/Mar/2021	26/Apr/2021	27/Nov/2021	USD	4,000,000.00
7.	Hyundai Steel America, Inc.	Bluestone Coal Sales Corporation	2020-18-12-1	11/Jun/2021	26/Jul/2021	27/Nov/2021	USD	5,000,000.00
8.	Mitsui & Co. (U.S.A.) Inc.	Bluestone Coal Sales Corporation	2020-18-12-2	11/Jun/2021	26/Jul/2021	27/Nov/2021	USD	10,000,000.00
9.	NRG Energy, Inc.	Blackstone Energy Ltd	2020-18-12-4	11/Jun/2021	26/Jul/2021	27/Nov/2021	USD	5,000,000.00
10.	AK Steel Corporation	Bluestone Coal Sales Corporation	2020-24-12-1	18/Jun/2021	02/Aug/2021	27/Nov/2021	USD	5,000,000.00
11.	DTE Energy Company	Blackstone Energy Ltd	2020-24-12-3	18/Jun/2021	02/Aug/2021	27/Nov/2021	USD	10,000,000.00
12.	PPL Corporation	Blackstone Energy Ltd	2020-24-12-2	18/Jun/2021	02/Aug/2021	27/Nov/2021	USD	10,000,000.00
13.	DTE Energy Company	Blackstone Energy Ltd	2020-30-12-3	25/Jun/2021	09/Aug/2021	27/Nov/2021	USD	10,000,000.00
14.	DTE Energy Company	Blackstone Energy Ltd	2021-19-01-1	25/Jun/2021	09/Aug/2021	27/Nov/2021	USD	2,000,000.00
15.	PPL Corporation	Blackstone Energy Ltd	2020-30-12-2	25/Jun/2021	09/Aug/2021	27/Nov/2021	USD	10,000,000.00
16.	United States Steel Corporation	Bluestone Coal Sales Corporation	2020-30-12-1	25/Jun/2021	09/Aug/2021	27/Nov/2021	USD	5,000,000.00
17.	Virginia Electric and Power Company	Blackstone Energy Ltd	2021-19-01-2	25/Jun/2021	09/Aug/2021	27/Nov/2021	USD	2,000,000.00
18.	Duke Energy Corp.	Blackstone Energy Ltd	2021-15-01-3	09/Jul/2021	23/Aug/2021	27/Nov/2021	USD	10,000,000.00
20.	Virginia Electric and Power Company	Blackstone Energy Ltd	2021-15-01-1	09/Jul/2021	23/Aug/2021	27/Nov/2021	USD	5,000,000.00
21.	ArcelorMittal USA LLC	Bluestone Coal Sales Corporation	2021-22-01-1	16/Jul/2021	30/Aug/2021	27/Nov/2021	USD	10,000,000.00
22.	Nippon Steel & Sumitomo Metal Corporation	Bluestone Coal Sales Corporation	2021-22-01-3	16/Jul/2021	30/Aug/2021	27/Nov/2021	USD	5,000,000.00
23.	Nippon Steel & Sumitomo Metal Corporation	Bluestone Coal Sales Corporation	2021-29-01-1	23/Jul/2021	06/Sep/2021	27/Nov/2021	USD	10,000,000.00
24.	United States Steel Corporation	Bluestone Coal Sales Corporation	2021-29-01-2	23/Jul/2021	06/Sep/2021	27/Nov/2021	USD	5,000,000.00
25.	Xcel Energy Inc.	Blackstone Energy Ltd	2021-29-01-3	23/Jul/2021	06/Sep/2021	27/Nov/2021	USD	10,000,000.00
26.	AK Steel Corporation	Bluestone Coal Sales Corporation	2021-05-02-1	30/Jul/2021	13/Sep/2021	27/Nov/2021	USD	5,000,000.00
27.	ArcelorMittal SA	Bluestone Coal Sales Corporation	2021-11-02-1	30/Jul/2021	13/Sep/2021	27/Nov/2021	USD	10,000,000.00
28.	Nippon Steel & Sumitomo Metal Corporation	Bluestone Coal Sales Corporation	2021-05-02-2	30/Jul/2021	13/Sep/2021	27/Nov/2021	USD	10,000,000.00
29.	Xcel Energy Inc.	Blackstone Energy Ltd	2021-05-02-3	30/Jul/2021	13/Sep/2021	27/Nov/2021	USD	10,000,000.00
30.	Hyundai Steel America, Inc.	Bluestone Coal Sales Corporation	2021-12-02-1	06/Aug/2021	20/Sep/2021	27/Nov/2021	USD	10,000,000.00
31.	United States Steel Corporation	Bluestone Coal Sales Corporation	2021-12-02-3	06/Aug/2021	20/Sep/2021	27/Nov/2021	USD	10,000,000.00

No.	Account Debtor	Customer	Invoice Number	Due Date	Backstop Date	Alternative Backstop Date*	Currency	Certified amount
32.	AK Steel Corporation	Bluestone Coal Sales Corporation	2021-19-02-1	13/Aug/2021	27/Sep/2021	27/Nov/2021	USD	5,000,000.00
33.	Duke Energy Corp.	Blackstone Energy Ltd	2021-19-02-2	13/Aug/2021	27/Sep/2021	27/Nov/2021	USD	5,000,000.00
34.	United States Steel Corporation	Bluestone Coal Sales Corporation	2021-19-02-3	13/Aug/2021	27/Sep/2021	27/Nov/2021	USD	10,000,000.00
35.	Virginia Electric and Power Company	Blackstone Energy Ltd	2021-19-02-4	13/Aug/2021	27/Sep/2021	27/Nov/2021	USD	10,000,000.00
36.	Xcel Energy Inc.	Blackstone Energy Ltd	2021-19-02-5	13/Aug/2021	27/Sep/2021	27/Nov/2021	USD	10,000,000.00
37.	AK Steel Corporation	Bluestone Coal Sales Corporation	2021-26-02-1	20/Aug/2021	04/Oct/2021	27/Nov/2021	USD	10,000,000.00
38.	ArcelorMittal SA	Bluestone Coal Sales Corporation	2021-26-02-2	20/Aug/2021	04/Oct/2021	27/Nov/2021	USD	5,000,000.00
39.	Duke Energy Corp.	Blackstone Energy Ltd	2021-26-02-3	20/Aug/2021	04/Oct/2021	27/Nov/2021	USD	5,000,000.00
40.	Hyundai Steel America, Inc.	Bluestone Coal Sales Corporation	2021-26-02-4	20/Aug/2021	04/Oct/2021	27/Nov/2021	USD	5,000,000.00

2.2 Rasmussen - Details of Notes

No.	ISIN	Issue Date[4]	Counterparty for acquisition	Transfer Date[5]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[6]	Counterparty for transfer to Greensill Bank
1.	XS1988864911	11/09/20	Citibank as Issuing and Paying Agent	11/09/20	Credit Suisse Virtuoso	25,000,000	24,755,365	USD	05/03/21	07/10/21	Citibank as custodian for Greensill Bank
2.	XS1988865132	18/09/20	Citibank as Issuing and Paying Agent	18/09/20	Credit Suisse Virtuoso	10,000,000	9,902,620	USD	12/03/21	07/10/21	Citibank as custodian for Greensill Bank
3.	XS2160498536	22/09/20	Citibank as Issuing and Paying Agent	22/09/20	Credit Suisse Virtuoso	4,000,000	3,962,024	USD	12/03/21	07/10/21	Citibank as custodian for Greensill Bank
4.	XS2160501180	18/12/20	Citibank as Issuing and Paying Agent	18/12/20	Credit Suisse Virtuoso	20,000,000	19,806,588	USD	11/06/21	07/10/21	Citibank as custodian for Greensill Bank
5.	XS2160501263	24/12/20	Citibank as Issuing and Paying Agent	24/12/20	Credit Suisse Virtuoso	25,000,000	24,756,343	USD	18/06/21	07/10/21	Citibank as custodian for Greensill Bank
6.	XS2160501420	31/12/20	Citibank as Issuing and Paying Agent	31/12/20	Credit Suisse Virtuoso	25,000,000	24,756,903	USD	25/06/21	07/10/21	Citibank as custodian for Greensill Bank
7.	XS2160501933	19/01/21	Citibank as Issuing and Paying Agent	19/01/21	Credit Suisse Virtuoso	4,000,000	3,965,708	USD	25/06/21	07/10/21	Citibank as custodian for Greensill Bank
8.	XS2160501776	15/01/21	Citibank as Issuing and Paying Agent	15/01/21	Credit Suisse Virtuoso	15,000,000	14,855,583	USD	09/07/21	07/10/21	Citibank as custodian for Greensill Bank
9.	XS2160502071	22/01/21	Citibank as Issuing and Paying Agent	22/01/21	Credit Suisse Virtuoso	15,000,000	14,856,746	USD	16/07/21	07/10/21	Citibank as custodian for Greensill Bank
10.	XS2160502238	29/01/21	Citibank as Issuing and Paying Agent	29/01/21	Credit Suisse Virtuoso	25,000,000	24,762,945	USD	23/07/21	07/10/21	Citibank as custodian for Greensill Bank

[4] The date on which the note was issued by the issuer.
[5] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[6] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[4]	Counterparty for acquisition	Transfer Date[5]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[6]	Counterparty for transfer to Greensill Bank
11.	XS2160502402	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Virtuoso	25,000,000	24,762,760	USD	30/07/21	07/10/21	Citibank as custodian for Greensill Bank
12.	XS2160502584	11/02/21	Citibank as Issuing and Paying Agent	11/02/21	Credit Suisse Virtuoso	10,000,000	9,908,960	USD	30/07/21	07/10/21	Citibank as custodian for Greensill Bank
13.	XS2160502667	12/02/21	Citibank as Issuing and Paying Agent	12/02/21	Credit Suisse Virtuoso	20,000,000	19,811,454	USD	06/08/21	07/10/21	Citibank as custodian for Greensill Bank
14.	XS2160503046	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	40,000,000	39,625,144	USD	13/08/21	08/10/21	Citibank as custodian for Greensill Bank
15.	XS2160503129	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	25,000,000	24,765,238	USD	20/08/21	07/10/21	Citibank as custodian for Greensill Bank
16.	XS2160502824	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Nova	5,000,000	4,904,176	USD	06/08/21	Uninsured not transferred	Not applicable
TOTALS (not including uninsured notes)						**288,000,000**	**285,254,379**				

2.3 Currajong – Details of Debts

No	Account Debtor	Customer	Invoice Number	Due Date	Backstop Date	Alternative Backstop Date*	Currency	Certified Amount
1.	Arch Coal, Inc.	Bluestone Coal Sales Corporation	2020-29-12-1	12/Mar/2021	26/Apr/2021	27/Nov/2021	USD	5,000,000.00
2.	United States Steel Corp	Bluestone Coal Sales Corporation	2020-29-12-2	12/Mar/2021	26/Apr/2021	27/Nov/2021	USD	5,000,000.00
3.	AK Steel Corporation	Bluestone Coal Sales Corporation	2020-29-12-3	19/Mar/2021	03/May/2021	27/Nov/2021	USD	5,000,000.00
4.	Arch Coal, Inc.	Bluestone Coal Sales Corporation	2020-29-12-17	19/Mar/2021	03/May/2021	27/Nov/2021	USD	5,000,000.00
5.	SunCoke Energy, Incorporated	Blackstone Energy Ltd	2020-29-12-29	19/Mar/2021	03/May/2021	27/Nov/2021	USD	10,000,000.00
6.	The Southern Co.	Blackstone Energy Ltd	2020-29-12-38	19/Mar/2021	03/May/2021	27/Nov/2021	USD	10,000,000.00
7.	American Electric Power Company Incorporated	Blackstone Energy Ltd	2020-29-12-4	26/Mar/2021	10/May/2021	27/Nov/2021	USD	10,000,000.00
8.	Arch Coal, Inc.	Bluestone Coal Sales Corporation	2020-29-12-18	26/Mar/2021	10/May/2021	27/Nov/2021	USD	5,000,000.00
9.	FirstEnergy Corporation	Blackstone Energy Ltd	2020-29-12-30	26/Mar/2021	10/May/2021	27/Nov/2021	USD	10,000,000.00
10.	SunCoke Energy, Incorporated	Blackstone Energy Ltd	2020-29-12-39	26/Mar/2021	10/May/2021	27/Nov/2021	USD	5,000,000.00
11.	American Electric Power Company Incorporated	Blackstone Energy Ltd	2020-29-12-5	02/Apr/2021	17/May/2021	27/Nov/2021	USD	10,000,000.00
12.	Arch Coal, Inc.	Bluestone Coal Sales Corporation	2020-29-12-19	02/Apr/2021	17/May/2021	27/Nov/2021	USD	5,000,000.00
13.	FirstEnergy Corporation	Blackstone Energy Ltd	2020-29-12-31	02/Apr/2021	17/May/2021	27/Nov/2021	USD	10,000,000.00
14.	Hyundai Steel America, Incorporated	Bluestone Coal Sales Corporation	2020-29-12-40	02/Apr/2021	17/May/2021	27/Nov/2021	USD	5,000,000.00
15.	American Electric Power Company Incorporated	Blackstone Energy Ltd	2020-29-12-6	09/Apr/2021	24/May/2021	27/Nov/2021	USD	15,000,000.00
16.	Arch Coal, Inc.	Bluestone Coal Sales Corporation	2020-29-12-20	09/Apr/2021	24/May/2021	27/Nov/2021	USD	5,000,000.00
17.	FirstEnergy Corporation	Blackstone Energy Ltd	2020-29-12-32	09/Apr/2021	24/May/2021	27/Nov/2021	USD	10,000,000.00
18.	American Electric Power Company Incorporated	Blackstone Energy Ltd	2020-29-12-7	16/Apr/2021	31/May/2021	27/Nov/2021	USD	5,000,000.00
19.	Contura Energy Incorporated	Bluestone Coal Sales Corporation	2020-29-12-21	16/Apr/2021	31/May/2021	27/Nov/2021	USD	5,000,000.00

No	Account Debtor	Customer	Invoice Number	Due Date	Backstop Date	Alternative Backstop Date*	Currency	Certified Amount
20.	FirstEnergy Corporation	Blackstone Energy Ltd	2020-29-12-33	16/Apr/2021	31/May/2021	27/Nov/2021	USD	10,000,000.00
21.	Mitsui & Co. (U.S.A.) Incorporated	Bluestone Coal Sales Corporation	2020-29-12-41	16/Apr/2021	31/May/2021	27/Nov/2021	USD	10,000,000.00
22.	ArcelorMittal USA LLC.	Bluestone Coal Sales Corporation	2020-29-12-8	23/Apr/2021	07/Jun/2021	27/Nov/2021	USD	5,000,000.00
23.	Tennessee Valley Authority.	Blackstone Energy Ltd	2020-29-12-22	23/Apr/2021	07/Jun/2021	27/Nov/2021	USD	10,000,000.00
24.	Virginia Electric and Power Company.	Blackstone Energy Ltd	2020-29-12-34	23/Apr/2021	07/Jun/2021	27/Nov/2021	USD	10,000,000.00
25.	Contura Energy Incorporated	Bluestone Coal Sales Corporation	2020-29-12-10	30/Apr/2021	14/Jun/2021	27/Nov/2021	USD	4,000,000.00
26.	Duke Energy Corporation.	Blackstone Energy Ltd	2020-29-12-9	30/Apr/2021	14/Jun/2021	27/Nov/2021	USD	10,000,000.00
27.	Nippon Steel & Sumitomo Metal Corp	Bluestone Coal Sales Corporation	2020-29-12-23	30/Apr/2021	14/Jun/2021	27/Nov/2021	USD	5,000,000.00
28.	Tennessee Valley Authority.	Blackstone Energy Ltd	2020-29-12-35	30/Apr/2021	14/Jun/2021	27/Nov/2021	USD	10,000,000.00
29.	Posco America Corp	Bluestone Coal Sales Corporation	2020-29-12-15	07/May/2021	21/Jun/2021	27/Nov/2021	USD	10,000,000.00
30.	United States Steel Corp	Bluestone Coal Sales Corporation	2020-29-12-27	07/May/2021	21/Jun/2021	27/Nov/2021	USD	5,000,000.00
31.	Contura Energy Incorporated	Bluestone Coal Sales Corporation	2020-29-12-16	14/May/2021	28/Jun/2021	27/Nov/2021	USD	10,000,000.00
32.	SunCoke Energy, Incorporated	Blackstone Energy Ltd	2020-29-12-28	14/May/2021	28/Jun/2021	27/Nov/2021	USD	5,000,000.00
33.	Virginia Electric and Power Company.	Blackstone Energy Ltd	2020-29-12-11	14/May/2021	28/Jun/2021	27/Nov/2021	USD	4,000,000.00
34.	Hyundai Steel America, Incorporated	Bluestone Coal Sales Corporation	2020-29-12-12	21/May/2021	05/Jul/2021	27/Nov/2021	USD	5,000,000.00
35.	Posco America Corp	Bluestone Coal Sales Corporation	2020-29-12-24	21/May/2021	05/Jul/2021	27/Nov/2021	USD	10,000,000.00
36.	DTE Energy Company.	Blackstone Energy Ltd	2020-29-12-13	28/May/2021	12/Jul/2021	27/Nov/2021	USD	4,000,000.00
37.	Posco America Corp	Bluestone Coal Sales Corporation	2020-29-12-25	28/May/2021	12/Jul/2021	27/Nov/2021	USD	10,000,000.00
38.	Tennessee Valley Authority.	Blackstone Energy Ltd	2020-29-12-36	28/May/2021	12/Jul/2021	27/Nov/2021	USD	10,000,000.00
39.	Virginia Electric and Power Company.	Blackstone Energy Ltd	2020-29-12-42	28/May/2021	12/Jul/2021	27/Nov/2021	USD	5,000,000.00
40.	ArcelorMittal USA LLC.	Bluestone Coal Sales Corporation	2020-29-12-14	04/Jun/2021	19/Jul/2021	27/Nov/2021	USD	5,000,000.00
41.	Mitsui & Co. (U.S.A.) Incorporated	Bluestone Coal Sales Corporation	2020-29-12-26	04/Jun/2021	19/Jul/2021	27/Nov/2021	USD	10,000,000.00
42.	NRG Energy, Incorporated	Blackstone Energy Ltd	2020-29-12-37	04/Jun/2021	19/Jul/2021	27/Nov/2021	USD	5,000,000.00
43.	Tennessee Valley Authority.	Blackstone Energy Ltd	2020-29-12-43	04/Jun/2021	19/Jul/2021	27/Nov/2021	USD	10,000,000.00
44.	SunCoke Energy, Incorporated	Blackstone Energy Ltd	2021-12-02-2	06/Aug/2021	20/Sep/2021	27/Nov/2021	USD	5,000,000.00

2.4 Currajong – Details of Notes

No.	ISIN	Issue Date[7]	Counterparty for acquisition	Transfer Date[8]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[9]	Counterparty for transfer to Greensill Bank
1.	XS2223931168	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	5,000,000	4,980,234	USD	12/03/21	08/10/21	Citibank as custodian for Greensill Bank

[7] The date on which the note was issued by the issuer.
[8] The date on which the note was transferred to the Loss Payeewhich held the note until it was transferred to Greensill Bank.
[9] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[7]	Counterparty for acquisition	Transfer Date[8]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[9]	Counterparty for transfer to Greensill Bank
2.	XS2223931242	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	5,000,000	4,980,234	USD	12/03/21	08/10/21	Citibank as custodian for Greensill Bank
3.	XS2223931325	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	30,000,000	29,869,185	USD	19/03/21	08/10/21	Citibank as custodian for Greensill Bank
4.	XS2223931598	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	30,000,000	29,856,822	USD	26/03/21	08/10/21	Citibank as custodian for Greensill Bank
5.	XS2223931671	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	30,000,000	29,844,822	USD	02/04/21	07/10/21	Citibank as custodian for Greensill Bank
6.	XS2223931754	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	30,000,000	29,833,158	USD	09/04/21	07/10/21	Citibank as custodian for Greensill Bank
7.	XS2223931838	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	30,000,000	29,821,479	USD	16/04/21	07/10/21	Citibank as custodian for Greensill Bank
8.	XS2223931911	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	25,000,000	24,841,490	USD	23/04/21	07/10/21	Citibank as custodian for Greensill Bank
9.	XS2223932133	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	4,000,000	3,973,078	USD	30/04/21	07/10/21	Citibank as custodian for Greensill Bank
10.	XS2223932059	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	25,000,000	24,831,735	USD	30/04/21	07/10/21	Citibank as custodian for Greensill Bank
11.	XS2223932646	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Nova	15,000,000	14,700,191	USD	07/05/21	07/10/21	Citibank as custodian for Greensill Bank
12.	XS2223932729	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Nova	15,000,000	14,684,153	USD	14/05/21	07/10/21	Citibank as custodian for Greensill Bank
13.	XS2223932216	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	4,000,000	3,969,950	USD	14/05/21	07/10/21	Citibank as custodian for Greensill Bank
14.	XS2223932307	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	15,000,000	14,881,436	USD	21/05/21	07/10/21	Citibank as custodian for Greensill Bank
15.	XS2223932489	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	29,000,000	28,759,404	USD	28/05/21	07/10/21	Citibank as custodian for Greensill Bank
16.	XS2223932562	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Nova	30,000,000	29,272,356	USD	04/06/21	07/10/21	Citibank as custodian for Greensill Bank
17.	XS2223932992	12/02/21	Citibank as Issuing and Paying Agent	12/02/21	Credit Suisse Virtuoso	5,000,000	4,952,864	USD	06/08/21	07/10/21	Citibank as custodian for Greensill Bank
TOTALS						**327,000,000**	**324,052,588**				

3 Bluestone Resources Single-Obligor

3.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Due Date	Backstop Date
1.	BOL-BLU-040-1-GCR	08/04/2020	2000000.00	USD	30/03/2021	14/05/2021
2.	BOL-BLU-041-1-GCR	16/04/2020	2000000.00	USD	30/03/2021	14/05/2021
3.	BOL-BLU-042-1-GCR	27/05/2020	4000000.00	USD	18/05/2021	02/07/2021
4.	BOL-BLU-043-1-GCR	24/06/2020	4000000.00	USD	18/06/2021	02/08/2021
5.	BOL-BLU-044-1-GCR	22/07/2020	4000000.00	USD	13/07/2021	27/08/2021
6.	BOL-BLU-045-1-GCR	26/08/2020	4000000.00	USD	17/08/2021	01/10/2021
7.	BOL-BLU-046-1-GCR	06/10/2020	4000000.00	USD	21/09/2021	05/11/2021
8.	BOL-BLU-048-1-GCR	03/11/2020	4000000.00	USD	26/10/2021	10/12/2021
9.	BOL-BLU-056-1-GCR	23/12/2020	4000000.00	USD	14/12/2021	28/01/2022
10.	BOL-BLU-058-1-GCR	26/01/2021	4000000.00	USD	18/01/2022	04/03/2022
11.	BOL-BLU-060-1-GCR	24/02/2021	4000000.00	USD	15/02/2022	01/04/2022

3.2 Details of Notes

No.	ISIN	Issue Date[10]	Counterparty for acquisition	Transfer Date[11]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[12]	Counterparty for transfer to Greensill Bank
1.	XS1806652852	08/04/20	Citibank as Issuing and Paying Agent	08/04/20	Credit Suisse Virtuoso	2,000,000	1,946,138	USD	30/03/21	08/10/21	Citibank as custodian for Greensill Bank
2.	XS1806652936	16/04/20	Citibank as Issuing and Paying Agent	16/04/20	Credit Suisse Virtuoso	2,000,000	1,947,785	USD	30/03/21	08/10/21	Citibank as custodian for Greensill Bank
3.	XS1806653074	27/05/20	Citibank as Issuing and Paying Agent	27/05/20	Credit Suisse Virtuoso	4,000,000	3,906,236	USD	18/05/21	07/10/21	Citibank as custodian for Greensill Bank
4.	XS1806653157	24/06/20	Citibank as Issuing and Paying Agent	24/06/20	Credit Suisse Virtuoso	4,000,000	3,909,765	USD	18/06/21	07/10/21	Citibank as custodian for Greensill Bank
5.	XS1806653231	22/07/20	Citibank as Issuing and Paying Agent	22/07/20	Credit Suisse Virtuoso	4,000,000	3,914,391	USD	13/07/21	07/10/21	Citibank as custodian for Greensill Bank
6.	XS1806653314	26/08/20	Citibank as Issuing and Paying Agent	26/08/20	Credit Suisse Virtuoso	4,000,000	3,915,321	USD	17/08/21	07/10/21	Citibank as custodian for Greensill Bank
7.	XS1806653405	06/10/20	Citibank as Issuing and Paying Agent	06/10/20	Credit Suisse Virtuoso	4,000,000	3,920,253	USD	21/09/21	07/10/21	Citibank as custodian for Greensill Bank
8.	XS1806653660	03/11/20	Citibank as Issuing and Paying Agent	03/11/20	Credit Suisse Virtuoso	4,000,000	3,919,125	USD	26/10/21	07/10/21	Citibank as custodian for Greensill Bank

[10] The date on which the note was issued by the issuer.
[11] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[12] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[10]	Counterparty for acquisition	Transfer Date[11]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[12]	Counterparty for transfer to Greensill Bank
9.	XS1806654809	23/12/20	Citibank as Issuing and Paying Agent	23/12/20	Credit Suisse Virtuoso	4,000,000	3,919,170	USD	14/12/21	07/10/21	Citibank as custodian for Greensill Bank
10.	XS1806655103	26/01/21	Citibank as Issuing and Paying Agent	26/01/21	Credit Suisse Virtuoso	4,000,000	3,919,887	USD	18/01/22	07/10/21	Citibank as custodian for Greensill Bank
11.	XS1806655442	24/02/21	Citibank as Issuing and Paying Agent	24/02/21	Credit Suisse Virtuoso	4,000,000	3,921,175	USD	15/02/22	08/10/21	Citibank as custodian for Greensill Bank
12.	XS1806653744	03/11/20	Citibank as Issuing and Paying Agent	03/11/20	Credit Suisse Nova	2,500,000	2,435,416	USD	20/04/21	Uninsured not transferred	Not applicable
13.	XS1806654049	16/11/20	Citibank as Issuing and Paying Agent	16/11/20	Credit Suisse Nova	5,000,000	4,780,469	USD	05/10/21	Uninsured not transferred	Not applicable
14.	XS1806654395	25/11/20	Citibank as Issuing and Paying Agent	25/11/20	Credit Suisse Nova	2,500,000	2,456,989	USD	16/03/21	Uninsured not transferred	Not applicable
15.	XS1806654551	03/12/20	Citibank as Issuing and Paying Agent	03/12/20	Credit Suisse Nova	5,000,000	4,829,898	USD	31/08/21	Uninsured not transferred	Not applicable
16.	XS1806654718	17/12/20	Citibank as Issuing and Paying Agent	17/12/20	Credit Suisse Nova	5,000,000	4,803,967	USD	23/11/21	Uninsured not transferred	Not applicable
17.	XS1806655012	08/01/21	Citibank as Issuing and Paying Agent	08/01/21	Credit Suisse Nova	5,000,000	4,796,116	USD	04/01/22	Uninsured not transferred	Not applicable
18.	XS1806655368	29/01/21	Citibank as Issuing and Paying Agent	29/01/21	Credit Suisse Nova	5,000,000	4,824,530	USD	07/12/21	Uninsured not transferred	Not applicable
TOTALS (not including uninsured notes)						**40,000,000**	**39,139,245**				

4 Catfoss DBT (as defined at paragraph 129 above)

4.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
1.	CAT03240220211	25/02/2021	1,033,682	GBP	16/02/2022	02/04/2022	XS1896550883
2.	CAT03240220212	25/02/2021	2,584,438	GBP	18/02/2022	04/04/2022	XS1896550883
3.	CAT03240220213	25/02/2021	2,584,672	GBP	22/02/2022	08/04/2022	XS1896550883
4.	CAT03240220214	25/02/2021	627,162	GBP	22/02/2022	08/04/2022	XS1896550883
5.	CAT03240220215	25/02/2021	406,923	GBP	22/02/2022	08/04/2022	XS1896550883
6.	CAT03240220216	25/02/2021	2,584,906	GBP	24/02/2022	10/04/2022	XS1896550883
7.	CAT03260220216	26/02/2021	2,585,140	GBP	25/02/2022	11/04/2022	XS1896550966

4.2 Details of Notes

No.	ISIN	Issue Date[13]	Counterparty for acquisition	Transfer Date[14]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[15]	Counterparty for transfer to Greensill Bank
1.	XS1896550883	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	9,821,783	9,642,044	GBP	24/02/22	04/07/22	Citibank as custodian for Greensill Bank
2.	XS1896550966	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	2,585,140	2,537,335	GBP	25/02/22	04/07/22	Citibank as custodian for Greensill Bank
TOTALS						**12,406,923**	**12,179,379**				

[13] The date on which the note was issued by the issuer.
[14] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[15] The date on which the note was acquired by Greensill Bank from the Loss Payee.

5 Kerry Ireland (as defined at paragraph 135 above)

5.1 Details of Debts

No.	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Accelerated Due Date	Backstop Date	ISIN of corresponding Note(s)
1.	Kerry Leeds Investments Limited	MIS-1-08	378,373.00	GBP	05/03/2021	N/A	19 April 2021	XS2055954734
2.	Kerry Leeds Investments Limited	MIS-1-08	573,006.00	GBP	06/04/2021	11 March 2021	25 April 2021	XS2055954734
3.	Kerry Leeds Investments Limited	MIS-1-09	399,334.00	GBP	06/05/2021	11 March 2021	25 April 2021	XS2055954734
4.	Kerry Leeds Investments Limited	MIS-1-09	198,667.00	GBP	04/06/2021	11 March 2021	25 April 2021	XS2055954734
5.	Kerry Leeds Investments Limited	MIS-1-10	180,783.00	GBP	06/07/2021	11 March 2021	25 April 2021	XS2055954734
6.	Kerry Leeds Investments Limited	MIS-1-10	237,048.00	GBP	06/08/2021	11 March 2021	25 April 2021	XS2055954734
7.	Kerry Leeds Investments Limited	MIS-1-11	140,946.00	GBP	06/09/2021	11 March 2021	25 April 2021	XS2055954734
8.	Kerry Leeds Investments Limited	MIS-1-11	121,415.00	GBP	06/10/2021	11 March 2021	25 April 2021	XS2055954734
9.	Kerry Leeds Investments Limited	MIS-1-12	365,948.00	GBP	05/11/2021	11 March 2021	25 April 2021	XS2055954734
10.	Kerry Leeds Investments Limited	MIS-1-12	247,936.00	GBP	06/12/2021	11 March 2021	25 April 2021	XS2055954734
11.	Kerry Leeds Investments Limited	MIS-1-13	477,548.00	GBP	06/01/2022	11 March 2021	25 April 2021	XS2055954734
12.	Kerry Leeds Investments Limited	MIS-1-13	239,082.00	GBP	04/02/2022	11 March 2021	25 April 2021	XS2055954734
13.	Kerry Leeds Investments Limited	MIS-1-14	462,456.00	GBP	04/03/2022	11 March 2021	25 April 2021	XS2055954734
14.	Kerry Leeds Investments Limited	MIS-1-14	700,340.00	GBP	06/04/2022	11 March 2021	25 April 2021	XS2055954734
15.	Kerry Leeds Investments Limited	MIS-1-15	488,075.00	GBP	06/05/2022	11 March 2021	25 April 2021	XS2055954734
16.	Kerry Leeds Investments Limited	MIS-1-15	242,815.00	GBP	06/06/2022	11 March 2021	25 April 2021	XS2055954734
17.	Kerry Leeds Investments Limited	MIS-1-16	220,957.00	GBP	06/07/2022	11 March 2021	25 April 2021	XS2055954734
18.	Kerry Leeds Investments Limited	MIS-1-16	289,725.00	GBP	05/08/2022	11 March 2021	25 April 2021	XS2055954734
19.	Kerry Leeds Investments Limited	MIS-1-17	172,268.00	GBP	06/09/2022	11 March 2021	25 April 2021	XS2055954734
20.	Kerry Leeds Investments Limited	MIS-1-17	148,397.00	GBP	06/10/2022	11 March 2021	25 April 2021	XS2055954734
21.	Kerry Leeds Investments Limited	MIS-1-18	447,270.00	GBP	04/11/2022	11 March 2021	25 April 2021	XS2055954734
22.	Kerry Leeds Investments Limited	MIS-1-18	303,033.00	GBP	06/12/2022	11 March 2021	25 April 2021	XS2055954734
23.	Kerry Leeds Investments Limited	MIS-1-19	583,670.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055954734
24.	Kerry Leeds Investments Limited	MIS-2-01	186,316.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055954817
25.	Kerry Leeds Investments Limited	MIS-1-20	359,074.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955202
26.	Kerry Leeds Investments Limited	MIS-1-21	482,328.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955384
27.	Kerry Leeds Investments Limited	MIS-1-22	336,139.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955467
28.	Kerry Leeds Investments Limited	MIS-1-23	167,228.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955541
29.	Kerry Ireland Investments Ltd	MIS-1-24	152,174.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955624
30.	Kerry Ireland Investments Ltd	MIS-1-25	199,535.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055955897
31.	Kerry Ireland Investments Ltd	MIS-1-26	118,641.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956192

No.	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Accelerated Due Date	Backstop Date	ISIN of corresponding Note(s)
32.	Kerry Ireland Investments Ltd	MIS-1-27	102,201.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956275
33.	Kerry Ireland Investments Ltd	MIS-1-28	308,037.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956358
34.	Kerry Ireland Investments Ltd	MIS-1-29	208,700.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956432
35.	Kerry Ireland Investments Ltd	MIS-1-30	401,976.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956515
36.	Kerry Ireland Investments Ltd	KERRY_20210205_20230106_G BP_70	195,612.00	GBP	06/01/2023	11 March 2021	25 April 2021	XS2055956606

5.2 Details of Notes

No.	ISIN	Issue Date[16]	Counterparty for acquisition	Transfer Date[17]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[18]	Counterparty for transfer to Greensill Bank
1.	XS2055955624	07/07/20	Citibank as Issuing and Paying Agent	07/07/20	Credit Suisse Nova	152,174	130,583	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
2.	XS2055955897	06/08/20	Citibank as Issuing and Paying Agent	06/08/20	Credit Suisse Nova	199,535	172,027	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
3.	XS2055956192	04/09/20	Citibank as Issuing and Paying Agent	04/09/20	Credit Suisse Nova	118,641	102,740	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
4.	XS2055956275	06/10/20	Citibank as Issuing and Paying Agent	06/10/20	Credit Suisse Nova	102,201	91,047	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
5.	XS2055956358	06/11/20	Citibank as Issuing and Paying Agent	06/11/20	Credit Suisse Nova	308,037	275,552	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
6.	XS2055956432	04/12/20	Citibank as Issuing and Paying Agent	04/12/20	Credit Suisse Nova	208,700	187,325	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
7.	XS2055956515	06/01/21	Citibank as Issuing and Paying Agent	06/01/21	Credit Suisse Nova	401,976	372,821	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
8.	XS2055956606	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Nova	195,612	181,967	GBP	06/01/23	18/02/22	Citibank as custodian for Greensill Bank
9.	XS2055954734	08/01/20	Citibank as Issuing and Paying Agent	08/01/20	Credit Suisse Nova	10,774,816	9,947,814	GBP	06/01/23	Uninsured	Uninsured
10.	XS2055954817	06/02/20	Citibank as Issuing and Paying Agent	06/02/20	Credit Suisse Nova	186,316	162,394	GBP	06/01/23	03/03/22	Citibank as custodian for Greensill Bank
11.	XS2055955202	10/03/20	Citibank as Issuing and Paying Agent	10/03/20	Credit Suisse Nova	359,074	312,615	GBP	06/01/23	03/03/22	Citibank as custodian for Greensill Bank
12.	XS2055955384	08/04/20	Citibank as Issuing and Paying Agent	08/04/20	Credit Suisse Nova	482,328	377,766	GBP	06/01/23	24/02/22	Citibank as custodian for Greensill Bank

[16] The date on which the note was issued by the issuer.
[17] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[18] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[16]	Counterparty for acquisition	Transfer Date[17]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[18]	Counterparty for transfer to Greensill Bank
13.	XS2055955467	07/05/20	Citibank as Issuing and Paying Agent	07/05/20	Credit Suisse Nova	336,139	266,696	GBP	06/01/23	24/02/22	Citibank as custodian for Greensill Bank
14.	XS2055955541	05/06/20	Citibank as Issuing and Paying Agent	05/06/20	Credit Suisse Nova	167,228	135,363	GBP	06/01/23	03/03/22	Citibank as custodian for Greensill Bank
TOTALS						**13,992,777**	**12,716,710**				

6 LCL (as defined at paragraph 128 above)

6.1 Details of Debts

No.	Account Debtor	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
1.	687956060 LG International Corp.	Liberty Commodities Ltd	18318	2,977,606.00	USD	2 March 2021	16 April 2021	XS2219487852
2.	315000430 Aktien-Gesellschaft der Dillinger Huttenwerke	Liberty Commodities Ltd	18319	4,424,303.42	USD	2 March 2021	16 April 2021	XS2219487936
3.	007925845 Commercial Metals Company	Liberty Commodities Ltd	18322	2,832,689.70	USD	2 March 2021	31 May 2021	XS2219488157
4.	691197370 Mitsui Bussan Metals Co., Ltd.	Liberty Commodities Ltd	18325	144,636.00	USD	3 March 2021	17 April 2021	XS2219488744
5.	687748277 Hyundai Corporation	Liberty Commodities Ltd	18326	4,512,496.78	USD	3 March 2021	1 June 2021	XS2219489478
6.	317860294 RPS Rohstoff-, Press-und Schneid-Betrieb Siegen GmbH	Liberty Commodities Ltd	18347	882,342.96	USD	9 March 2021	23 April 2021	XS2219492779
7.	Wieland-Werke AG	Liberty Commodities Ltd	18352	4,838,320.59	USD	9 March 2021	23 April 2021	XS2219490567
8.	688021901 LS-Nikko Copper Inc.	Liberty Commodities Ltd	18354	439,683.39	USD	10 March 2021	24 April 2021	XS2219490641
9.	Mitsui Bussan Metals Co., Ltd.	Liberty Commodities Ltd	18355	3,515,942.38	USD	10 March 2021	24 April 2021	XS2219491532
10.	687925834 Daelim Corporation	Liberty Commodities Ltd	18357	7,040,226.86	USD	10 March 2021	8 June 2021	XS2219490997
11.	Sorin Corporation	Liberty Commodities Ltd	18366	3,079,806.95	USD	11 March 2021	25 April 2021	XS2219491458
12.	687925834 Daelim Corporation	Liberty Commodities Ltd	18392A	5,220,000.00	USD	16 March 2021	14 June 2021	XS2236603473
13.	687925834 Daelim Corporation	Liberty Commodities Ltd	18392B	5,521,440.29	USD	16 March 2021	14 June 2021	XS2219491615
14.	688314991 Hyundai Glovis Co. Ltd	Liberty Commodities Ltd	18393	9,512,262.05	USD	16 March 2021	14 June 2021	XS2219491706
15.	LS-Nikko Copper Inc.	Liberty Commodities Ltd	18396	1,319,358.05	USD	17 March 2021	1 May 2021	XS2219492001
16.	314393864 Salzgitter Flachstahl Gmbh	Liberty Commodities Ltd	18398	4,312,562.47	USD	18 March 2021	2 May 2021	XS2236603556
17.	LG International Corp.	Liberty Commodities Ltd	18399	1,318,610.34	USD	18 March 2021	2 May 2021	XS2219492183
18.	949262737 ALLEGHENY TECHNOLOGIES INCORPORATED	Liberty Commodities Ltd	18417	5,345,515.42	USD	23 March 2021	7 May 2021	XS2219492266
19.	368445920 Outokumpu Oyj	Liberty Commodities Ltd	18421	5,151,775.80	USD	24 March 2021	8 May 2021	XS2219492852

No.	Account Debtor	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
20.	462112343 Acerinox SA	Liberty Commodities Ltd	18423	3,370,800.96	USD	24 March 2021	8 May 2021	XS2219492423
21.	690570072 Nippon Steel Corporation	Liberty Commodities Ltd	18424	8,985,987.94	USD	25 March 2021	23 June 2021	XS2219492696
22.	690570072 Nippon Steel Corporation	Liberty Commodities Ltd	18426	8,900,535.24	USD	25 March 2021	23 June 2021	XS2219492936
23.	686108903 MINMETALS CHEERGLORY LIMITED	Liberty Commodities Ltd	18439	8,825,480.26	USD	30 March 2021	14 May 2021	XS2236603713
24.	687956060 LG International Corp.	Liberty Commodities Ltd	18440	3,764,443.24	USD	30 March 2021	14 May 2021	XS2236603630
25.	687780551 Sorin Corporation	Liberty Commodities Ltd	18441	826,315.19	USD	31 March 2021	15 May 2021	XS2236603986
26.	400891222 Arcelormittal Sourcing SCA	Liberty Commodities Ltd	18445	3,237,709.00	EUR[19]	1 April 2021	30 June 2021	XS2236603044
27.	368445920 Outokumpu Oyj	Liberty Commodities Ltd	18460	12,930,118.51	USD	7 April 2021	22 May 2021	XS2219493827
28.	949262737 ALLEGHENY TECHNOLOGIES INCORPORATED	Liberty Commodities Ltd	18464A	2,932,200.00	USD	8 April 2021	23 May 2021	XS2219494478
29.	949262737 ALLEGHENY TECHNOLOGIES INCORPORATED	Liberty Commodities Ltd	18464B	404,550.00	USD	8 April 2021	23 May 2021	XS2236603804
30.	482163151 NUCOR TRADING SA	Liberty Commodities Ltd	18499	4,362,195.00	EUR[20]	14 April 2021	29 May 2021	XS2219494981
31.	462112343 Acerinox SA	Liberty Commodities Ltd	18500A	3,631,741.00	EUR[21]	14 April 2021	29 May 2021	XS2219495012
32.	462112343 Acerinox SA	Liberty Commodities Ltd	18500B	527,208.00	EUR[22]	14 April 2021	29 May 2021	XS2219495103
33.	462112343 Acerinox SA	Liberty Commodities Ltd	18501	650,853.73	USD	14 April 2021	29 May 2021	XS2219495368
34.	314393864 Salzgitter Flachstahl Gmbh	Liberty Commodities Ltd	18505	3,067,738.88	USD	14 April 2021	29 May 2021	XS2219495871
35.	Cargill Incorporated	Liberty Commodities Ltd	18506A	3,360,000.00	USD	15 April 2021	30 May 2021	XS2219496093

[19] The Certified Amount has been converted to USD.
[20] The Certified Amount has been converted to USD.
[21] The Certified Amount has been converted to USD.
[22] The Certified Amount has been converted to USD.

No.	Account Debtor	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
36.	Cargill Incorporated	Liberty Commodities Ltd	18506B	3,788,624.06	USD	15 April 2021	30 May 2021	XS2219496176
37.	Sorin Corporation	Liberty Commodities Ltd	18508	1,859,149.56	USD	15 April 2021	30 May 2021	XS2219496259
38.	JFE Steel Corporation	Liberty Commodities Ltd	18509A	5,400,000.00	USD	15 April 2021	30 May 2021	XS2219496333
39.	861336501 UNIVERSAL STAINLESS & ALLOY PRODUCTS INC	Liberty Commodities Ltd	18665	6,934,874.45	USD	20 April 2021	4 June 2021	XS2219496762
40.	295219810 Sumitomo Corporation Europe Limited	Liberty Commodities Ltd	18666	4,536,245.00	EUR[23]	20 April 2021	19 July 2021	XS2219496929
41.	331495770 BGH Edelstahl Freital GmbH	Liberty Commodities Ltd	18671	2,927,803.00	EUR[24]	21 April 2021	5 June 2021	XS2236602582
42.	687956060 LG International Corp.	Liberty Commodities Ltd	18675	2,519,120.36	USD	21 April 2021	5 June 2021	XS2236602236
43.	400891222 Arcelormittal Sourcing SCA	Liberty Commodities Ltd	18676	7,520,132.61	USD	22 April 2021	21 July 2021	XS2236602152
44.	315000323 Wieland-Werke AG	Liberty Commodities Ltd	18678A	2,545,923.35	USD	22 April 2021	6 June 2021	XS2236602319
45.	315000323 Wieland-Werke AG	Liberty Commodities Ltd	18678B	2,313,060.00	USD	22 April 2021	6 June 2021	XS2236602400
46.	368445920 Outokumpu Oyj	Liberty Commodities Ltd	18703	4,147,223.33	USD	27 April 2021	11 June 2021	XS2236604018
47.	301713231 Voestalpine Böhler Edelstahl Gmbh	Liberty Commodities Ltd	18704	4,139,343.65	USD	27 April 2021	11 June 2021	XS2236604109
48.	687956060 LG International Corp.	Liberty Commodities Ltd	18708	5,325,498.14	USD	28 April 2021	12 June 2021	XS2236604521
49.	663203867 Baosteel Resources International Company Limited	Liberty Commodities Ltd	18709	13,007,266.85	USD	28 April 2021	12 June 2021	XS2236604794
50.	321074163 Thyssenkrupp Materials Trading GmbH	Liberty Commodities Ltd	18712	2,565,443.23	USD	29 April 2021	13 June 2021	XS2236604877
51.	687956060 LG International Corp.	Liberty Commodities Ltd	18713	4,629,197.09	USD	29 April 2021	13 June 2021	XS2236605098
52.	861336501 UNIVERSAL STAINLESS & ALLOY PRODUCTS INC	Liberty Commodities Ltd	18715	3,545,166.53	USD	29 April 2021	13 June 2021	XS2236605171
53.	688021901 LS-Nikko Copper Inc.	Liberty Commodities Ltd	18716	6,201,357.41	USD	29 April 2021	13 June 2021	XS2236605254
54.	663203867	Liberty Commodities Ltd	18739	384,855.57	USD	4 May 2021	18 June 2021	XS2236605684

[23] The Certified Amount has been converted to USD.
[24] The Certified Amount has been converted to USD.

No.	Account Debtor	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
	Baosteel Resources International Company Limited							
55.	687956060 LG International Corp.	Liberty Commodities Ltd	18741	661,157.60	USD	4 May 2021	18 June 2021	XS2236605338
56.	368445920 Outokumpu Oyj	Liberty Commodities Ltd	18742	192,556.00	USD	4 May 2021	18 June 2021	XS2236605767
57.	007925845 Commercial Metals Company	Liberty Commodities Ltd	18743	481,446.08	USD	4 May 2021	2 August 2021	XS2236605411
58.	301713231 Voestalpine Böhler Edelstahl Gmbh	Liberty Commodities Ltd	18747	6,540,493.29	USD	5 May 2021	19 June 2021	XS2236606146
59.	331495770 BGH Edelstahl Freital GmbH	Liberty Commodities Ltd	18748	4,238,796.09	USD	5 May 2021	19 June 2021	XS2236606229
60.	353957822 SSAB AB	Liberty Commodities Ltd	18750	288,601.61	USD	5 May 2021	19 June 2021	XS2236607979
61.	688021901 LS-Nikko Copper Inc.	Liberty Commodities Ltd	18751B	188,928.78	USD	5 May 2021	19 June 2021	XS2236606492
62.	687780551 Sorin Corporation	Liberty Commodities Ltd	18752A	1,499,999.99	USD	5 May 2021	19 June 2021	XS2236606575
63.	687780551 Sorin Corporation	Liberty Commodities Ltd	18752B	1,578,043.23	USD	5 May 2021	19 June 2021	XS2236606658
64.	462112343 Acerinox SA	Liberty Commodities Ltd	18756	3,940,322.27	USD	6 May 2021	20 June 2021	XS2236607037
65.	687925834 Daelim Corporation	Liberty Commodities Ltd	18767	193,084.87	USD	5 May 2021	3 August 2021	XS2236606062
66.	007925845 Commercial Metals Company	Liberty Commodities Ltd	18769A	5,191,698.40	USD	11 May 2021	9 August 2021	XS2236607383
67.	007925845 Commercial Metals Company	Liberty Commodities Ltd	18769B	1,450,000.00	USD	11 May 2021	9 August 2021	XS2236608191
68.	194081451 Gerdau USA Inc.	Liberty Commodities Ltd	18770	8,878,107.54	USD	11 May 2021	9 August 2021	XS2236607466
69.	317860294 RPS Rohstoff-, Press- und Schneid-Betrieb Siegen GmbH	Liberty Commodities Ltd	18771A	3,708,000.00	USD	11 May 2021	25 June 2021	XS2236607540
70.	400918637 Tenaris	Liberty Commodities Ltd	18780	2,730,771.04	USD	13 May 2021	27 June 2021	XS2236608431
71.	LCLFMVCS1	Liberty Commodities Ltd	18820	1,025,017.00	USD	19 May 2021	3 July 2021	XS2236608860

No.	Account Debtor	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note
	AMAG Austria Metall AG							
72.	LCLFMVCS1 SSAB AB	Liberty Commodities Ltd	18821	3,485,264.00	USD	19 May 2021	3 July 2021	XS2236608944
73.	462112343 Acerinox SA	Liberty Commodities Ltd	18825	1,342,325.00	EUR[25]	20 May 2021	4 July 2021	XS2236609082

6.2 Details of Notes

No.	ISIN	Issue Date[26]	Counterparty for acquisition	Transfer Date[27]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[28]	Counterparty for transfer to Greensill Bank
1.	XS2219487852	08/12/20	Citibank as Issuing and Paying Agent	08/12/20	Credit Suisse Virtuoso	2,977,606	2,963,977	USD	02/03/21	04/02/22	Citibank as custodian for Greensill Bank
2.	XS2219487936	08/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	4,424,303	4,404,291	USD	02/03/21	04/02/22	Citibank as custodian for Greensill Bank
3.	XS2219488157	08/12/20	Citibank as Issuing and Paying Agent	08/12/20	Credit Suisse Virtuoso	2,832,689	2,819,724	USD	02/03/21	04/02/22	Citibank as custodian for Greensill Bank
4.	XS2219488744	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	144,636	143,973	USD	03/03/21	04/02/22	Citibank as custodian for Greensill Bank
5.	XS2219489478	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	4,512,496	4,491,827	USD	03/03/21	04/02/22	Citibank as custodian for Greensill Bank
6.	XS2219490567	15/12/20	Citibank as Issuing and Paying Agent	15/12/20	Credit Suisse Virtuoso	4,838,320	4,816,293	USD	09/03/21	04/02/22	Citibank as custodian for Greensill Bank
7.	XS2219490641	16/12/20	Citibank as Issuing and Paying Agent	16/12/20	Credit Suisse Virtuoso	439,683	437,672	USD	10/03/21	04/02/22	Citibank as custodian for Greensill Bank
8.	XS2219490997	16/12/20	Citibank as Issuing and Paying Agent	16/12/20	Credit Suisse Virtuoso	7,040,226	7,008,031	USD	10/03/21	04/02/22	Citibank as custodian for Greensill Bank
9.	XS2219491458	17/12/20	Citibank as Issuing and Paying Agent	17/12/20	Credit Suisse Virtuoso	3,079,806	3,065,670	USD	11/03/21	04/02/22	Citibank as custodian for Greensill Bank
10.	XS2219491532	17/12/20	Citibank as Issuing and Paying Agent	17/12/20	Credit Suisse Virtuoso	3,515,942	3,500,008	USD	10/03/21	04/02/22	Citibank as custodian for Greensill Bank
11.	XS2219491615	22/12/20	Citibank as Issuing and Paying Agent	22/12/20	Credit Suisse Virtuoso	5,521,440	5,495,993	USD	16/03/21	04/02/22	Citibank as custodian for Greensill Bank
12.	XS2219491706	22/12/20	Citibank as Issuing and Paying Agent	22/12/20	Credit Suisse Virtuoso	9,512,262	9,468,422	USD	16/03/21	04/02/22	Citibank as custodian for Greensill Bank
13.	XS2219492001	23/12/20	Citibank as Issuing and Paying Agent	23/12/20	Credit Suisse Virtuoso	1,319,358	1,313,298	USD	17/03/21	04/02/22	Citibank as custodian for Greensill Bank

[25] The Certified Amount has been converted to USD.
[26] The date on which the note was issued by the issuer.
[27] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[28] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[26]	Counterparty for acquisition	Transfer Date[27]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[28]	Counterparty for transfer to Greensill Bank
14.	XS2219492183	23/12/20	Citibank as Issuing and Paying Agent	23/12/20	Credit Suisse Virtuoso	1,318,610	1,312,476	USD	18/03/21	04/02/22	Citibank as custodian for Greensill Bank
15.	XS2219492266	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	5,345,515	5,320,950	USD	23/03/21	04/02/22	Citibank as custodian for Greensill Bank
16.	XS2219492423	30/12/20	Citibank as Issuing and Paying Agent	30/12/20	Credit Suisse Virtuoso	3,370,800	3,355,211	USD	24/03/21	04/02/22	Citibank as custodian for Greensill Bank
17.	XS2219492696	30/12/20	Citibank as Issuing and Paying Agent	30/12/20	Credit Suisse Virtuoso	8,985,987	8,943,893	USD	25/03/21	04/02/22	Citibank as custodian for Greensill Bank
18.	XS2219492779	30/12/20	Citibank as Issuing and Paying Agent	30/12/20	Credit Suisse Virtuoso	882,342	879,041	USD	09/03/21	04/02/22	Citibank as custodian for Greensill Bank
19.	XS2219492852	30/12/20	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	5,151,775	5,138,293	USD	24/03/21	27/01/22	Citibank as custodian for Greensill Bank
20.	XS2219492936	31/12/20	Citibank as Issuing and Paying Agent	31/12/20	Credit Suisse Virtuoso	8,900,535	8,859,696	USD	25/03/21	04/02/22	Citibank as custodian for Greensill Bank
21.	XS2219493827	13/01/21	Citibank as Issuing and Paying Agent	13/01/21	Credit Suisse Virtuoso	12,930,118	12,870,831	USD	07/04/21	27/01/22	Citibank as custodian for Greensill Bank
22.	XS2219494478	14/01/21	Citibank as Issuing and Paying Agent	14/01/21	Credit Suisse Virtuoso	2,932,200	2,918,721	USD	08/04/21	27/01/22	Citibank as custodian for Greensill Bank
23.	XS2219494981	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	3,603,391	3,588,737	EUR	14/04/21	27/01/22	Citibank as custodian for Greensill Bank
24.	XS2219495012	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	3,000,000	2,987,800	EUR	14/04/21	27/01/22	Citibank as custodian for Greensill Bank
25.	XS2219495103	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	435,500	433,729	EUR	14/04/21	27/01/22	Citibank as custodian for Greensill Bank
26.	XS2219495368	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	650,853	647,887	USD	14/04/21	27/01/22	Citibank as custodian for Greensill Bank
27.	XS2219495871	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	3,067,738	3,053,757	USD	14/04/21	27/01/22	Citibank as custodian for Greensill Bank
28.	XS2219496093	21/01/21	Citibank as Issuing and Paying Agent	21/01/21	Credit Suisse Virtuoso	3,360,000	3,344,690	USD	15/04/21	27/01/22	Citibank as custodian for Greensill Bank
29.	XS2219496176	21/01/21	Citibank as Issuing and Paying Agent	21/01/21	Credit Suisse Virtuoso	3,788,624	3,771,361	USD	15/04/21	27/01/22	Citibank as custodian for Greensill Bank
30.	XS2219496259	21/01/21	Citibank as Issuing and Paying Agent	21/01/21	Credit Suisse Virtuoso	1,859,149	1,850,678	USD	15/04/21	27/01/22	Citibank as custodian for Greensill Bank
31.	XS2219496333	21/01/21	Citibank as Issuing and Paying Agent	21/01/21	Credit Suisse Virtuoso	5,400,000	5,375,394	USD	15/04/21	27/01/22	Citibank as custodian for Greensill Bank
32.	XS2219496762	26/01/21	Citibank as Issuing and Paying Agent	26/01/21	Credit Suisse Virtuoso	6,934,874	6,903,432	USD	20/04/21	27/01/22	Citibank as custodian for Greensill Bank
33.	XS2219496929	26/01/21	Citibank as Issuing and Paying Agent	26/01/21	Credit Suisse Virtuoso	3,730,381	3,715,211	EUR	20/04/21	27/01/22	Citibank as custodian for Greensill Bank

No.	ISIN	Issue Date[26]	Counterparty for acquisition	Transfer Date[27]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[28]	Counterparty for transfer to Greensill Bank
34.	XS2236602152	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	7,520,132	7,487,882	USD	22/04/21	02/02/22	Citibank as custodian for Greensill Bank
35.	XS2236602236	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	2,519,120	2,508,459	USD	21/04/21	27/01/22	Citibank as custodian for Greensill Bank
36.	XS2236602319	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	2,545,923	2,535,005	USD	22/04/21	02/02/22	Citibank as custodian for Greensill Bank
37.	XS2236602400	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	2,313,060	2,303,140	USD	22/04/21	02/02/22	Citibank as custodian for Greensill Bank
38.	XS2236602582	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	2,427,734	2,418,446	EUR	21/04/21	27/01/22	Citibank as custodian for Greensill Bank
39.	XS2236603044	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	2,688,432	2,680,873	EUR	01/04/21	27/01/22	Citibank as custodian for Greensill Bank
40.	XS2236603473	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	5,220,000	5,208,584	USD	16/03/21	27/01/22	Citibank as custodian for Greensill Bank
41.	XS2236603556	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	4,312,562	4,302,669	USD	18/03/21	27/01/22	Citibank as custodian for Greensill Bank
42.	XS2236603630	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	3,764,443	3,753,367	USD	30/03/21	27/01/22	Citibank as custodian for Greensill Bank
43.	XS2236603713	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	8,825,480	8,799,514	USD	30/03/21	27/01/22	Citibank as custodian for Greensill Bank
44.	XS2236603804	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	404,550	403,160	USD	08/04/21	27/01/22	Citibank as custodian for Greensill Bank
45.	XS2236603986	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	826,315	823,839	USD	31/03/21	27/01/22	Citibank as custodian for Greensill Bank
46.	XS2236604018	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	4,147,223	4,128,565	USD	27/04/21	27/01/22	Citibank as custodian for Greensill Bank
47.	XS2236604109	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	4,139,343	4,120,720	USD	27/04/21	27/01/22	Citibank as custodian for Greensill Bank
48.	XS2236604521	03/02/21	Citibank as Issuing and Paying Agent	03/02/21	Credit Suisse Virtuoso	5,325,498	5,301,563	USD	28/04/21	27/01/22	Citibank as custodian for Greensill Bank
49.	XS2236604794	03/02/21	Citibank as Issuing and Paying Agent	03/02/21	Credit Suisse Virtuoso	13,007,266	12,948,806	USD	28/04/21	27/01/22	Citibank as custodian for Greensill Bank
50.	XS2236604877	03/02/21	Citibank as Issuing and Paying Agent	03/02/21	Credit Suisse Virtuoso	2,565,443	2,553,769	USD	29/04/21	27/01/22	Citibank as custodian for Greensill Bank
51.	XS2236605098	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	4,629,197	4,608,355	USD	29/04/21	27/01/22	Citibank as custodian for Greensill Bank
52.	XS2236605171	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	3,545,166	3,529,205	USD	29/04/21	27/01/22	Citibank as custodian for Greensill Bank
53.	XS2236605254	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	6,201,357	6,173,437	USD	29/04/21	27/01/22	Citibank as custodian for Greensill Bank

No.	ISIN	Issue Date[26]	Counterparty for acquisition	Transfer Date[27]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[28]	Counterparty for transfer to Greensill Bank
54.	XS2236605338	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Virtuoso	661,157	658,182	USD	04/05/21	27/01/22	Citibank as custodian for Greensill Bank
55.	XS2236605411	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Virtuoso	481,446	479,279	USD	04/05/21	27/01/22	Citibank as custodian for Greensill Bank
56.	XS2236605684	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Virtuoso	384,855	383,123	USD	04/05/21	27/01/22	Citibank as custodian for Greensill Bank
57.	XS2236605767	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Virtuoso	192,556	191,689	USD	04/05/21	27/01/22	Citibank as custodian for Greensill Bank
58.	XS2236606062	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	193,084	192,212	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
59.	XS2236606146	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	6,540,493	6,510,970	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
60.	XS2236606229	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	4,238,796	4,219,663	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
61.	XS2236606492	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	188,928	188,075	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
62.	XS2236606575	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	1,499,999	1,493,228	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
63.	XS2236606658	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	1,578,043	1,570,920	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
64.	XS2236607037	11/02/21	Citibank as Issuing and Paying Agent	11/02/21	Credit Suisse Virtuoso	3,940,322	3,922,553	USD	06/05/21	27/01/22	Citibank as custodian for Greensill Bank
65.	XS2236607383	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Virtuoso	5,191,698	5,168,382	USD	11/05/21	27/01/22	Citibank as custodian for Greensill Bank
66.	XS2236607466	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Virtuoso	8,878,107	8,838,235	USD	11/05/21	27/01/22	Citibank as custodian for Greensill Bank
67.	XS2236607540	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Virtuoso	3,708,000	3,691,347	USD	11/05/21	27/01/22	Citibank as custodian for Greensill Bank
68.	XS2236607979	18/02/21	Citibank as Issuing and Paying Agent	18/02/21	Credit Suisse Virtuoso	288,601	287,438	USD	05/05/21	27/01/22	Citibank as custodian for Greensill Bank
69.	XS2236608191	18/02/21	Citibank as Issuing and Paying Agent	18/02/21	Credit Suisse Virtuoso	1,450,000	1,443,678	USD	11/05/21	27/01/22	Citibank as custodian for Greensill Bank
70.	XS2236608431	18/02/21	Citibank as Issuing and Paying Agent	18/02/21	Credit Suisse Virtuoso	2,730,771	2,718,562	USD	13/05/21	27/01/22	Citibank as custodian for Greensill Bank
71.	XS2236608860	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	1,025,017	1,020,475	USD	19/05/21	27/01/22	Citibank as custodian for Greensill Bank
72.	XS2236608944	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	3,485,264	3,469,820	USD	19/05/21	27/01/22	Citibank as custodian for Greensill Bank
73.	XS2236609082	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	1,102,317	1,097,834	EUR	20/05/21	27/01/22	Citibank as custodian for Greensill Bank

No.	ISIN	Issue Date[26]	Counterparty for acquisition	Transfer Date[27]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[28]	Counterparty for transfer to Greensill Bank
TOTALS						**USD 253,507,102** **EUR 16,987,755**	**USD 252,413,360** **EUR 16,922,631**				

7 Liberty France (as defined at paragraph 130 above)

7.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Maturity Date	Accelerated due date	Backstop Date
1.	10117	04/09/2020	3,000,000.00	USD	01/03/2021	01/03/2021	15/04/2021
2.	10118	07/09/2020	3,000,000.00	USD	02/03/2021	16/03/2021	30/04/2021
3.	10119	09/09/2020	3,000,000.00	USD	03/03/2021	16/03/2021	30/04/2021
4.	10120	11/09/2020	3,000,000.00	USD	04/03/2021	16/03/2021	30/04/2021
5.	10121	22/01/2021	3,128,285.78	USD	21/07/2021	16/03/2021	30/04/2021
6.	10122	27/01/2021	3,132,751.20	USD	26/07/2021	16/03/2021	30/04/2021
7.	10123	29/01/2021	3,135,436.57	USD	28/07/2021	16/03/2021	30/04/2021
8.	10124	02/02/2021	3,139,024.24	USD	30/07/2021	16/03/2021	30/04/2021
9.	10125	03/02/2021	3,132,918.54	USD	02/08/2021	16/03/2021	30/04/2021
10.	10126	04/02/2021	3,141,720.38	USD	03/08/2021	16/03/2021	30/04/2021
11.	10127	05/02/2021	3,134,710.63	USD	04/08/2021	16/03/2021	30/04/2021
12.	10128	08/02/2021	3,144,421.16	USD	06/08/2021	16/03/2021	30/04/2021
13.	10129	10/02/2021	3,139,199.85	USD	09/08/2021	16/03/2021	30/04/2021
14.	10130	11/02/2021	3,147,126.58	USD	10/08/2021	16/03/2021	30/04/2021
15.	10131	12/02/2021	3,140,999.13	USD	11/08/2021	16/03/2021	30/04/2021
16.	10132	16/02/2021	3,150,741.07	USD	13/08/2021	16/03/2021	30/04/2021
17.	10133	17/02/2021	3,144,603.89	USD	16/08/2021	16/03/2021	30/04/2021
18.	10134	18/02/2021	3,152,551.43	USD	17/08/2021	16/03/2021	30/04/2021
19.	10135	19/02/2021	3,154,363.88	USD	18/08/2021	16/03/2021	30/04/2021
20.	10136	22/02/2021	3,147,312.91	USD	19/08/2021	16/03/2021	30/04/2021
21.	10137	23/02/2021	3,153,652.12	USD	20/08/2021	16/03/2021	30/04/2021
22.	10138	24/02/2021	3,150,932.18	USD	23/08/2021	16/03/2021	30/04/2021
23.	10139	25/02/2021	3,000,000.00	USD	24/08/2021	16/03/2021	30/04/2021
24.	10140	26/02/2021	3,152,744.96	USD	25/08/2021	16/03/2021	30/04/2021

7.2 Details of Notes

No.	ISIN	Issue Date[29]	Counterparty for acquisition	Transfer Date[30]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[31]	Counterparty for transfer to Greensill Bank
1.	XS1914691511	04/09/20	Citibank as Issuing and Paying Agent	04/09/20	Credit Suisse Virtuoso	3,000,000	2,970,095	USD	01/03/21	25/02/22	Citibank as custodian for Greensill Bank
2.	XS1914691602	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Virtuoso	3,000,000	2,970,537	USD	02/03/21	25/02/22	Citibank as custodian for Greensill Bank
3.	XS1914691784	09/09/20	Citibank as Issuing and Paying Agent	09/09/20	Credit Suisse Virtuoso	3,000,000	2,970,426	USD	03/03/21	25/02/22	Citibank as custodian for Greensill Bank
4.	XS1914691867	11/09/20	Citibank as Issuing and Paying Agent	11/09/20	Credit Suisse Virtuoso	3,000,000	2,970,815	USD	04/03/21	25/02/22	Citibank as custodian for Greensill Bank
5.	XS1914692089	22/01/21	Citibank as Issuing and Paying Agent	22/01/21	Credit Suisse Virtuoso	3,128,285	3,097,550	USD	21/07/21	25/02/22	Citibank as custodian for Greensill Bank
6.	XS1914692162	27/01/21	Citibank as Issuing and Paying Agent	27/01/21	Credit Suisse Virtuoso	3,132,751	3,101,972	USD	26/07/21	18/02/22	Citibank as custodian for Greensill Bank
7.	XS1914692246	29/01/21	Citibank as Issuing and Paying Agent	29/01/21	Credit Suisse Virtuoso	3,135,436	3,104,851	USD	28/07/21	18/02/22	Citibank as custodian for Greensill Bank
8.	XS1914692329	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	3,139,024	3,108,826	USD	30/07/21	18/02/22	Citibank as custodian for Greensill Bank
9.	XS1914692592	03/02/21	Citibank as Issuing and Paying Agent	03/02/21	Credit Suisse Virtuoso	3,132,918	3,102,404	USD	02/08/21	18/02/22	Citibank as custodian for Greensill Bank
10.	XS1914692675	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	3,141,720	3,111,018	USD	03/08/21	18/02/22	Citibank as custodian for Greensill Bank
11.	XS1914692758	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Virtuoso	3,134,710	3,104,096	USD	04/08/21	18/02/22	Citibank as custodian for Greensill Bank
12.	XS1914692832	08/02/21	Citibank as Issuing and Paying Agent	08/02/21	Credit Suisse Virtuoso	3,144,421	3,114,121	USD	06/08/21	18/02/22	Citibank as custodian for Greensill Bank
13.	XS1914692915	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	3,139,199	3,108,764	USD	09/08/21	18/02/22	Citibank as custodian for Greensill Bank
14.	XS2172360294	11/02/21	Citibank as Issuing and Paying Agent	11/02/21	Credit Suisse Virtuoso	3,147,126	3,116,614	USD	10/08/21	18/02/22	Citibank as custodian for Greensill Bank
15.	XS2172360377	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Virtuoso	6,291,740	6,231,856	USD	13/08/21	18/02/22	Citibank as custodian for Greensill Bank
16.	XS2172360450	17/02/21	Citibank as Issuing and Paying Agent	17/02/21	Credit Suisse Virtuoso	3,144,603	3,114,198	USD	16/08/21	18/02/22	Citibank as custodian for Greensill Bank
17.	XS2172360534	18/02/21	Citibank as Issuing and Paying Agent	18/02/21	Credit Suisse Virtuoso	3,152,551	3,122,145	USD	17/08/21	18/02/22	Citibank as custodian for Greensill Bank
18.	XS2172360617	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	3,154,363	3,123,953	USD	18/08/21	18/02/22	Citibank as custodian for Greensill Bank

[29] The date on which the note was issued by the issuer.

[30] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.

[31] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[29]	Counterparty for acquisition	Transfer Date[30]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[31]	Counterparty for transfer to Greensill Bank
19.	XS2172360708	22/02/21	Citibank as Issuing and Paying Agent	22/02/21	Credit Suisse Virtuoso	3,147,312	3,117,340	USD	19/08/21	18/02/22	Citibank as custodian for Greensill Bank
20.	XS2172360880	23/02/21	Citibank as Issuing and Paying Agent	23/02/21	Credit Suisse Virtuoso	3,153,652	3,123,484	USD	20/08/21	18/02/22	Citibank as custodian for Greensill Bank
21.	XS2172360963	24/02/21	Citibank as Issuing and Paying Agent	24/02/21	Credit Suisse Virtuoso	3,150,932	3,120,449	USD	23/08/21	18/02/22	Citibank as custodian for Greensill Bank
22.	XS2172361003	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	3,000,000	2,971,042	USD	24/08/21	18/02/22	Citibank as custodian for Greensill Bank
23.	XS2172361185	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	3,152,744	3,122,292	USD	25/08/21	18/02/22	Citibank as custodian for Greensill Bank
TOTALS						**74,723,487**	**73,998,847**				

8 Liberty House (as defined at subparagraph 132(a)(iii) above)

8.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Maturity Date	Accelerated due date	Backstop Date	ISIN of corresponding Note(s)
1.	BOL-LHG-038-1-GCR	04/09/2020	5,357,677.92	USD	03/03/2021	03/03/2021	17/04/2021	XS1638396017
2.	BOL-LHG-039-1-GCR	11/09/2020	5,429,004.75	USD	10/03/2021	10/03/2021	24/04/2021	XS1638396108
3.	BOL-LHG-040-1-GCR	14/09/2020	724,123.83	USD	12/03/2021	10/03/2021	24/04/2021	XS1638396280
4.	BOL-LHG-044-1-GCR	24/02/2021	8,317,964.63	USD	23/08/2021	10/03/2021	24/04/2021	XS1638396793

8.2 Details of Notes

No.	ISIN	Issue Date[32]	Counterparty for acquisition	Transfer Date[33]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[34]	Counterparty for transfer to Greensill Bank
1.	XS1638396017	04/09/20	Citibank as Issuing and Paying Agent	04/09/20	Credit Suisse Virtuoso	5,357,677	5,303,653	USD	03/03/21	18/02/22	Citibank as custodian for Greensill Bank
2.	XS1638396108	11/09/20	Citibank as Issuing and Paying Agent	11/09/20	Credit Suisse Virtuoso	5,429,004	5,374,324	USD	10/03/21	18/02/22	Citibank as custodian for Greensill Bank
3.	XS1638396280	14/09/20	Citibank as Issuing and Paying Agent	14/09/20	Credit Suisse Virtuoso	724,123	716,882	USD	12/03/21	18/02/22	Citibank as custodian for Greensill Bank
4.	XS1638396793	25/02/21	Citibank as Issuing and Paying Agent	25/02/21	Credit Suisse Virtuoso	8,317,964	8,238,118	USD	23/08/21	18/02/22	Citibank as custodian for Greensill Bank
TOTALS						**19,828,768**	**19,632,976**				

[32] The date on which the note was issued by the issuer.
[33] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[34] The date on which the note was acquired by Greensill Bank from the Loss Payee.

9 Liberty TCUK (as defined at paragraph 132 above)

9.1 Details of Debts

No.	Seller/Customer	Underlying Seller	Account Debtor DUNs Number	Account Debtor	Payment Obligation Reference	ISIN of Note to which Debt was assigned	Due Date	Backstop date	CCY	Certified Amount
1.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218079374	A J N Steelstock Ltd	218079374-218079374-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	10,171.66
2.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211455093	AC STEELS LTD	211455093-211455093-44176-FMV	XS2161116137	05/Mar/2021	20/Apr/2021	EUR	32,031.95
3.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222986502	All Steels Trading Limited	222986502-222986502-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	279,838.12
4.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220516236	Arden Metals Ltd	220516236-220516236-44176-FMV	XS2161116137	05/Mar/2021	20/Apr/2021	EUR	18,459.97
5.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	41,459.43
6.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44176-FMV	XS2161116137	05/Mar/2021	20/Apr/2021	EUR	42,037.20
7.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	26,814.44
8.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	458008067	HALL & PICKLES 1812 LIMITED	458008067-458008067-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	495,519.97
9.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	56,457.50
10.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	27,193.93
11.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	PERKINS ENGINES COMPANY LIMITED	298863192-298863192-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	35,083.49
12.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	18,983.08
13.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	279612824	RENAULT SAS	279612824-279612824-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	1,346,278.79
14.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	8,684.16
15.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	82,227.66
16.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44176-FMV	XS2161116137	05/Mar/2021	20/Apr/2021	EUR	29,841.22
17.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770487916	Classic Steels	770487916-770487916-44176-FMV	XS2161116137	05/Mar/2021	20/Apr/2021	EUR	275,400.00
18.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	634303937	C. U. LIGHTING LTD	634303937-634303937-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	1,215,000.00

No.	Seller/Customer	Underlying Seller	Account Debtor DUNs Number	Account Debtor	Payment Obligation Reference	ISIN of Note to which Debt was assigned	Due Date	Backstop date	CCY	Certified Amount
19.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218071868	Davro Steel Ltd	218071868-218071868-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	810,000.00
20.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44176-FMV	XS2161116210	05/Mar/2021	20/Apr/2021	EUR	1,620,000.00
21.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218079374	A J N Steelstock Ltd	218079374-218079374-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	170,876.41
22.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211455093	AC STEELS LTD	211455093-211455093-44183-FMV	XS2161116301	12/Mar/2021	27/Apr/2021	EUR	9,537.27
23.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222986502	All Steels Trading Limited	222986502-222986502-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	6,533.73
24.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	269,726.08
25.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44183-FMV	XS2161116301	12/Mar/2021	27/Apr/2021	EUR	109,462.22
26.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	117,967.36
27.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	458008067	HALL & PICKLES 1812 LIMITED	458008067-458008067-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	120,317.27
28.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	219159282	LANDIS + GYR LIMITED	219159282-219159282-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	404,301.18
29.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	31,818.43
30.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	27,236.49
31.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	PERKINS ENGINES COMPANY LIMITED	298863192-298863192-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	16,337.21
32.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	10,633.96
33.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	18,535.02
34.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	113,195.93
35.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44183-FMV	XS2161116301	12/Mar/2021	27/Apr/2021	EUR	121,985.39
36.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	10,468.44
37.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44183-FMV	XS2161116483	12/Mar/2021	27/Apr/2021	EUR	1,215,000.00
38.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A J N Steelstock Ltd	218079374-218079374-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	79,146.76

No.	Seller/Customer	Underlying Seller	Account Debtor DUNs Number	Account Debtor	Payment Obligation Reference	ISIN of Note to which Debt was assigned	Due Date	Backstop date	CCY	Certified Amount
39.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	212118251	ABRAM PULMAN & SONS LIMITED	212118251-212118251-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	369,822.37
40.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211455093	AC STEELS LTD	211455093-211455093-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	79,143.79
41.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222196128	ALEXANDER (SCOTLAND) & CO LIMITED	222196128-222196128-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	94,577.84
42.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	ALL STEELS TRADING LIMITED	222986502-222986502-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	314,905.23
43.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	105,750.96
44.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	111,803.57
45.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220516236	Arden Metals Ltd	220516236-220516236-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	89,400.90
46.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229511043	ASD Limited	229511043-229511043-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	1,059,780.82
47.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	221221190	Atlantic Steel Processing Ltd	221221190-221221190-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	829,255.97
48.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	214076002	Barclay & Mathieson Limited	214076002-214076002-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	668,710.02
49.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230809642	BARRETT STEEL LIMITED	230809642-230809642-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	387,859.23
50.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228043766	Billington Structures Ltd	228043766-228043766-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	84,769.57
51.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215812652	BRIAN MCCANCE (STEEL) LIMITED	215812652-215812652-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	111,122.27
52.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219650805	BROAD ENVIROMENTAL LIMITED	219650805-219650805-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	36,459.48
53.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	525270385	BROWN & TAWSE STEELSTOCK LIMITED	525270385-525270385-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	12,451.68
54.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	239216455	Brown & Wilson Steels Ltd	239216455-239216455-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	10,557.15
55.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	1,619,128.80
56.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	86,796.56
57.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	1,139,541.74
58.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238052844	CLARKES OF STILLINGTON PLATE & PROFILES LIMITED	238052844-238052844-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	11,498.63

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59.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237557579	CLEVELAND BRIDGE UK LIMITED	237557579-237557579-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	21,437.56
60.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	71,858.60
61.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218071868	Davro Steel Ltd	218071868-218071868-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	52,788.77
62.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	217092022	Ellis Steel Group Limited	217092022-217092022-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	13,898.93
63.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	89,451.39
64.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	453,071.42
65.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	212086953	GESTAMP TALLENT LIMITED	212086953-212086953-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	244,144.84
66.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	458008067	HALL & PICKLES 1812 LIMITED	458008067-458008067-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	229,468.18
67.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	578393449	HILL STEELS LIMITED	578393449-578393449-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	28,702.65
68.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504122813	HILLSBOROUGH STEELSTOCK LIMITED	504122813-504122813-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	340,160.90
69.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	775211428	ISLAND STEEL (UK) LIMITED	775211428-775211428-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	34,943.36
70.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	227824166	KELCAMP STEEL FENCING LTD	227824166-227824166-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	54,057.73
71.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220987464	KERF STEEL LTD	220987464-220987464-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	47,632.33
72.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219148830	LAIDLER STEELS LTD	219148830-219148830-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	317,621.45
73.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	718925063	Lionweld Kennedy Flooring Ltd	718925063-718925063-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	465,350.71
74.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M. BRITTAIN (YORK) LTD	213066392-213066392-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	123,340.19
75.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	MALCOLM CLARKE (STEEL) HOLLINWOOD LIMITED	213148265-213148265-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	104,005.03
76.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	385,188.40
77.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770122562	MIDSTEEL NORTHERN LIMITED	770122562-770122562-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	11,656.61
78.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229506456	MONTRACON LIMITED (201257)	229506456-229506456-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	30,883.36

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79.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	36,438.67
80.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	774823801	NATIONWIDE SIGNS LIMITED	774823801-774823801-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	48,559.75
81.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220218536	ONE STOP RECYCLING LIMITED	220218536-220218536-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	532,226.13
82.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P.& D.NORTHERN STEELS LIMITED	213188030-213188030-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	11,519.52
83.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218143725	PAINTER BROTHERS LTD	218143725-218143725-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	40,126.38
84.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	24,039.32
85.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	272,119.30
86.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	4,780.05
87.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	683,419.74
88.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	217224104	South Essex Stockholders Limited	217224104-217224104-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	39,442.58
89.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	Steelstrip Services Ltd	735348000-735348000-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	238,049.65
90.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	1,281,938.51
91.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44187-FMV	XS2161116566	19/Mar/2021	04/May/2021	EUR	217,365.88
92.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44187-FMV	XS2161116723	19/Mar/2021	04/May/2021	EUR	104,859.90
93.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215654070	WALTER WATSON LIMITED	215654070-215654070-44187-FMV	XS2161116640	19/Mar/2021	04/May/2021	EUR	52,333.59
94.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504562414	Brown McFarlane Ltd	504562414-504562414-44194-FMV	XS2161117028	26/Mar/2021	11/May/2021	EUR	18,081.12
95.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220987464	KERF STEEL LTD	220987464-220987464-44194-FMV	XS2161116996	26/Mar/2021	11/May/2021	EUR	102,820.99
96.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	MALCOLM CLARKE (STEEL) HOLLINWOOD LIMITED	213148265-213148265-44194-FMV	XS2161117028	26/Mar/2021	11/May/2021	EUR	92,858.60
97.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44194-FMV	XS2161116996	26/Mar/2021	11/May/2021	EUR	58,140.87
98.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44194-FMV	XS2161117028	26/Mar/2021	11/May/2021	EUR	1,587,926.90

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99.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44194-FMV	XS2161117028	26/Mar/2021	11/May/2021	EUR	101,138.03
100.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218892883	W P METALS LTD	218892883-218892883-44194-FMV	XS2161116996	26/Mar/2021	11/May/2021	EUR	272,083.00
101.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	ALL STEELS TRADING LIMITED	222986502-222986502-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	239,161.81
102.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	154,397.54
103.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	281,472.80
104.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	Arcelormittal Distribution Solution	228567434-228567434-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	11,086.70
105.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	221221190	Atlantic Steel Processing Ltd	221221190-221221190-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	429,992.97
106.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	182,244.49
107.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	239216455	Brown & Wilson Steels Ltd	239216455-239216455-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	160,642.21
108.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	843,827.48
109.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	207,080.18
110.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	384,494.24
111.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238052844	CLARKES OF STILLINGTON PLATE & PROFILES LIMITED	238052844-238052844-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	136,169.09
112.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	989537790	COMBILIFT UNLIMITED COMPANY	989537790-989537790-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	177,408.58
113.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	95,469.64
114.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	427,056.22
115.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219238193	DYFED STEELS LIMITED	219238193-219238193-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	170,391.51
116.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215804907	EDGEN MURRAY EUROPE LIMITED	215804907-215804907-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	158,166.85
117.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	114,002.10
118.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	578393449	HILL STEELS LIMITED	578393449-578393449-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	164,749.63

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119.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218440693	HI-TECH STEEL SERVICES	218440693-218440693-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	172,674.32
120.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	153,134.25
121.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237453670	KATMEX LTD	237453670-237453670-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	177,370.69
122.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211743263	LB TRADING UK LTD	211743263-211743263-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	153,631.68
123.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M Brittain (York) Limited	213066392-213066392-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	497,113.36
124.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	Malcolm Clarke (Steel) Hollinwood L	213148265-213148265-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	356,100.07
125.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295693857	Malthouse Engineering Co Ltd	295693857-295693857-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	212,424.48
126.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	153,435.19
127.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	719235835	Monostore Limited	719235835-719235835-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	240,741.58
128.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	1,017,358.07
129.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	281,732.29
130.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	NOVELIS UK LTD	218351799-218351799-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	209,977.79
131.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225878354	OGDEN (TRANSTEEL) LIMITED	225878354-225878354-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	150,798.31
132.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	179,854.18
133.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219180338	PEGASUS PROFILES LIMITED	219180338-219180338-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	271,626.41
134.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	235543415	Phoenix Steel Ltd	235543415-235543415-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	8,917.81
135.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	279612824	RENAULT SAS	279612824-279612824-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	2,029,867.41
136.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	140,697.80
137.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	239,333.69
138.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213128366	ROY HATFIELD LIMITED	213128366-213128366-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	413,244.81

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139.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	165,802.72
140.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	267,110.77
141.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	30,644.66
142.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	76,537.70
143.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	156,833.11
144.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	VSN (Steels) Ltd	218605335-218605335-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	258,938.12
145.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295047138	Watson-Towers Limited	295047138-295047138-44204-FMV	XS2161117291	06/Apr/2021	22/May/2021	EUR	155,953.92
146.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220047778	Bemaco Steel Ltd	220047778-220047778-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	2,380,185.00
147.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B PROFILES LIMITED	397453945-397453945-44204-FMV	XS2161117374	06/Apr/2021	22/May/2021	EUR	171,588.00
148.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A J N Steelstock Ltd	218079374-218079374-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	637,764.19
149.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	ALL STEELS TRADING LIMITED	222986502-222986502-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,269,609.52
150.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219253275	Arraquip Limited	219253275-219253275-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	449,552.81
151.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229511043	ASD LIMITED	229511043-229511043-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,124,574.92
152.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	221221190	Atlantic Steel Processing Ltd	221221190-221221190-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	1,004,316.26
153.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	420,542.72
154.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	214076002	Barclay & Mathieson Limited	214076002-214076002-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	795,918.57
155.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230809642	BARRETT STEEL LIMITED	230809642-230809642-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	706,833.71
156.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219650805	BROAD ENVIROMENTAL LIMITED	219650805-219650805-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	587,770.52
157.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	239216455	Brown & Wilson Steels Ltd	239216455-239216455-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	411,008.47
158.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504562414	Brown McFarlane Ltd	504562414-504562414-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	749,212.95

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159.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,626,475.63
160.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	620,101.94
161.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238052844	CLARKES OF STILLINGTON PLATE & PROFILES LIMITED	238052844-238052844-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	517,705.20
162.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237557579	Cleveland Bridge Ltd	237557579-237557579-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	536,747.54
163.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	2,292,602.69
164.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219238193	DYFED STEELS LIMITED	219238193-219238193-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	423,880.06
165.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215804907	EDGEN MURRAY EUROPE LIMITED	215804907-215804907-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,667,663.86
166.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	212086953	GESTAMP TALLENT LIMITED	212086953-212086953-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	979,686.40
167.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	212784060	John S.Shackleton (Sheffield) Ltd	212784060-212784060-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	526,280.08
168.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215840505	Lagan Valley Steels Ltd	215840505-215840505-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	507,097.29
169.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M. BRITTAIN (YORK) LTD	213066392-213066392-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,256,459.85
170.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	MALCOLM CLARKE (STEEL) HOLLINWOOD LIMITED	213148265-213148265-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	947,540.58
171.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295693857	Malthouse Engineering Co Ltd	295693857-295693857-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	430,171.82
172.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	794,773.52
173.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	640971201	MASTEEL (UK) LIMITED	640971201-640971201-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	441,932.34
174.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	569392087	Midland Steel Sections Limited	569392087-569392087-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	733,887.78
175.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	719235835	Monostore Limited	719235835-719235835-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	443,810.74
176.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,907,193.20
177.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	NOVELIS UK LTD	218351799-218351799-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	540,908.61
178.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P.& D.NORTHERN STEELS LIMITED	213188030-213188030-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	507,701.92

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179.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218143725	Painter Brothers Limited	218143725-218143725-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	599,149.91
180.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	279612824	RENAULT SAS	279612824-279612824-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	680,679.74
181.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	289290066	RUBICON LIMITED	289290066-289290066-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	530,146.13
182.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	221959546	S M Thompson Ltd	221959546-221959546-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	389,054.57
183.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,243,216.95
184.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	767067689	TITAN STEEL WHEELS LIMITED	767067689-767067689-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	483,150.06
185.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44211-FMV	XS2161117614	09/Apr/2021	25/May/2021	EUR	518,511.28
186.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215654070	WALTER WATSON LIMITED	215654070-215654070-44211-FMV	XS2161117531	09/Apr/2021	25/May/2021	EUR	1,301,087.97
187.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295047138	Watson-Towers Limited	295047138-295047138-44211-FMV	XS2161117457	09/Apr/2021	25/May/2021	EUR	523,699.26
188.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
189.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
190.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	989537790	COMBILIFT UNLIMITED COMPANY	989537790-989537790-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
191.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
192.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218440693	HI-TECH STEEL SERVICES	218440693-218440693-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
193.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
194.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211743263	LB TRADING UK LTD	211743263-211743263-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
195.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
196.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	90,000.00
197.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44211-FMV	XS2161117887	09/Apr/2021	25/May/2021	EUR	63,000.00
198.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	Arcelormittal Distribution Solution	228567434-228567434-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00

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199.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220047778	Bemaco Steel Ltd	220047778-220047778-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	513,000.00
200.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	648,000.00
201.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B PROFILES LIMITED	397453945-397453945-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	315,000.00
202.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
203.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
204.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225878354	OGDEN (TRANSTEEL) LIMITED	225878354-225878354-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
205.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219180338	PEGASUS PROFILES LIMITED	219180338-219180338-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
206.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	235543415	Phoenix Steel Ltd	235543415-235543415-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
207.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
208.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213128366	ROY HATFIELD LIMITED	213128366-213128366-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
209.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
210.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	315,000.00
211.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44211-FMV	XS2161117960	09/Apr/2021	25/May/2021	EUR	90,000.00
212.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A.J.N. Steelstock Ltd	218079374-218079374-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	651,353.52
213.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	212118251	Abram Pulman & Sons Ltd	212118251-212118251-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	165,318.68
214.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222196128	Alexander (Scotland) & Co Ltd	222196128-222196128-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	255,837.60
215.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	All Steels Trading Limited	222986502-222986502-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	1,330,969.02
216.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	Arcelormittal Distribution Solution	228567434-228567434-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	249,234.53
217.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220516236	ARDEN METALS	220516236-220516236-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	30,369.75
218.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219253275	Arraquip Limited	219253275-219253275-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	147,221.14

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219.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229511043	ASD Limited	229511043-229511043-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	539,105.58
220.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	221221190	ATLANTIC STEEL PROCESSING LTD	221221190-221221190-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	131,503.37
221.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	53,467.16
222.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	214076002	Barclay & Mathieson Ltd	214076002-214076002-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	281,055.27
223.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230809642	Barrett Steel Ltd	230809642-230809642-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	427,804.07
224.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230378846	BHC Ltd	230378846-230378846-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	147,513.63
225.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	525270385	Brown & Tawse Steelstock Ltd	525270385-525270385-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	171,793.99
226.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504562414	Brown McFarlane Ltd	504562414-504562414-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	172,001.02
227.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C Brown & Sons (Steel) Limited	218118164-218118164-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	340,027.57
228.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	189,849.73
229.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST)	238146117-238146117-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	530,598.39
230.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237557579	Cleveland Bridge Ltd	237557579-237557579-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	278,465.13
231.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	989537790	COMBILIFT UNLIMITED COMPANY	989537790-989537790-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	171,703.48
232.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	174,414.56
233.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215804907	Edgen Murray Europe Limited	215804907-215804907-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	176,429.56
234.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	185,868.06
235.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B Profiles Limited	397453945-397453945-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	157,869.53
236.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	216,777.55
237.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220987464	Genesis Steel Ltd	220987464-220987464-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	168,497.20
238.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	212086953	GESTAMP TALLENT LTD	212086953-212086953-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	484,967.27

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239.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	224511633	Group 1 Steel Ltd	224511633-224511633-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	172,549.13
240.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	458008067	Hall & Pickles 1812 Ltd	458008067-458008067-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	353,021.89
241.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	578393449	HILL STEELS LIMITED	578393449-578393449-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	185,486.80
242.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504122813	HILLBOROUGH STEELSTOCK LIMITED	504122813-504122813-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	233,778.09
243.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	153,118.24
244.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	212784060	John S.Shackleton (Sheffield) Ltd	212784060-212784060-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	147,877.54
245.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	227824166	Kelcamp Steel Fencing Limited	227824166-227824166-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	272,449.77
246.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215840505	Lagan Valley Steels Ltd	215840505-215840505-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	169,478.20
247.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219148830	Laidler Steel Limited	219148830-219148830-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	159,513.27
248.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	219159282	LANDIS & GYR	219159282-219159282-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	799,358.21
249.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211743263	LB TRADING UK LTD	211743263-211743263-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	166,164.63
250.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	718925063	Lionweld Kennedy Flooring Ltd	718925063-718925063-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	413,380.19
251.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M Brittain (York) Limited	213066392-213066392-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	329,176.27
252.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	Malcolm Clarke (Steel) Hollinwood L	213148265-213148265-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	265,213.42
253.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295693857	Malthouse Engineering Co Ltd	295693857-295693857-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	31,444.42
254.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	640971201	Masteel (UK) Limited	640971201-640971201-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	281,219.32
255.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770122562	Midsteel Northern Ltd	770122562-770122562-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	298,826.29
256.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229506456	Montracon Limited	229506456-229506456-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	265,861.53
257.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	277,975.87
258.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	179,166.31

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259.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	774823801	NATIONWIDE SIGNS LIMITED	774823801-774823801-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	271,804.85
260.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	Novelis UK Limited	218351799-218351799-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	45,513.61
261.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225878354	Ogden (Transteel) Ltd	225878354-225878354-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	170,225.28
262.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	366225073	OPEL MANUFACTURING POLAND SP. Z.O.O	366225073-366225073-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	154,210.61
263.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P & D Northern Steel Limited	213188030-213188030-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	9,987.25
264.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	4,882.23
265.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	Perkins Parent Account	298863192-298863192-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	177,532.69
266.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	71,558.02
267.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	289290066	Rubicon Limited	289290066-289290066-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	148,671.67
268.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	217224104	South Essex Stockholders Limited	217224104-217224104-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	159,082.11
269.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218057990	Steel Plate & Sections Ltd	218057990-218057990-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	315,930.42
270.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44221-FMV	XS2161118349	16/Apr/2021	01/Jun/2021	EUR	163,915.04
271.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219956598	Tiger Trailers Limited	219956598-219956598-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	175,868.58
272.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	767067689	Titan Steel Wheels Limited	767067689-767067689-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	161,007.81
273.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213095847	Tomrods Limited	213095847-213095847-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	293,501.83
274.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS	769504325-769504325-44221-FMV	XS2161118265	16/Apr/2021	01/Jun/2021	EUR	13,837.59
275.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	211455093	AC STEELS LTD	211455093-211455093-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	150,885.31
276.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	ALL STEELS TRADING LIMITED	222986502-222986502-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	181,643.26
277.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	ARCELORMITTAL DISTRIBUTION SOLUTIONS UK LIMITED	228567434-228567434-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	73,681.74
278.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220516236	Arden Metals Ltd	220516236-220516236-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	55,245.61

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279.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	221221190	Atlantic Steel Processing Ltd	221221190-221221190-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	511,644.15
280.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	11,129.89
281.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	732,969.23
282.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	61,394.98
283.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	157,401.30
284.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	989537790	COMBILIFT UNLIMITED COMPANY	989537790-989537790-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	11,375.02
285.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	570005140	D N T COMPANY LTD	570005140-570005140-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	63,700.54
286.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219238193	DYFED STEELS LIMITED	219238193-219238193-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	146,962.64
287.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	80,942.41
288.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B PROFILES LIMITED	397453945-397453945-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	167,136.34
289.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	45,897.90
290.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220987464	KERF STEEL LTD	220987464-220987464-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	35,588.75
291.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213066392	M. BRITTAIN (YORK) LTD	213066392-213066392-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	205,060.76
292.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	MALCOLM CLARKE (STEEL) HOLLINWOOD LIMITED	213148265-213148265-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	68,564.51
293.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295693857	Malthouse Engineering Co Ltd	295693857-295693857-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	2,725.15
294.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	154,287.76
295.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	471,991.14
296.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	11,795.36
297.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225878354	OGDEN (TRANSTEEL) LIMITED	225878354-225878354-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	34,425.28
298.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P.& D.NORTHERN STEELS LIMITED	213188030-213188030-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	29,045.74

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299.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	60,380.11
300.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	PERKINS ENGINES COMPANY LIMITED	298863192-298863192-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	441,681.38
301.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	235543415	Phoenix Steel Ltd	235543415-235543415-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	31,272.84
302.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	157,039.25
303.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	131,245.65
304.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213128366	ROY HATFIELD LIMITED	213128366-213128366-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	149,729.59
305.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	44,492.07
306.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	74,391.76
307.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44225-FMV	XS2161118422	23/Apr/2021	08/Jun/2021	EUR	37,226.98
308.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	25,315.94
309.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	11,630.84
310.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215654070	WALTER WATSON LIMITED	215654070-215654070-44225-FMV	XS2161118695	23/Apr/2021	08/Jun/2021	EUR	146,368.05
311.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A J N Steelstock Ltd	218079374-218079374-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	303,395.76
312.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222986502	ALL STEELS TRADING LIMITED	222986502-222986502-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	888,294.28
313.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	87,101.99
314.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	ARCELORMITTAL DISTRIBUTION SOLUTIONS UK LIMITED	228567434-228567434-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	46,076.73
315.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	221221190	Atlantic Steel Processing Ltd	221221190-221221190-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	145,899.50
316.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	10,845.52
317.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230809642	BARRETT STEEL LIMITED	230809642-230809642-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	299,011.39
318.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	711,051.72

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319.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	18,896.28
320.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	530,264.18
321.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	989537790	COMBILIFT UNLIMITED COMPANY	989537790-989537790-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	93,442.42
322.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	136,067.06
323.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	321,391.27
324.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215804907	EDGEN MURRAY EUROPE LIMITED	215804907-215804907-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	298,303.89
325.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	326,942.93
326.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	60,971.35
327.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	220987464	Genesis Steel Limited	220987464-220987464-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	12,558.59
328.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	206,741.46
329.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237453670	KATMEX LTD	237453670-237453670-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	485,728.77
330.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213066392	M. BRITTAIN (YORK) LTD	213066392-213066392-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	329,305.72
331.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213148265	MALCOLM CLARKE (STEEL) HOLLINWOOD LIMITED	213148265-213148265-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	325,438.92
332.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	310,412.19
333.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	516105199	Murray Plate Group Ltd	516105199-516105199-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	410,479.95
334.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	32,663.99
335.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	NOVELIS UK LTD	218351799-218351799-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	27,279.73
336.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P.& D.NORTHERN STEELS LIMITED	213188030-213188030-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	42,281.04
337.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	107,740.87
338.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	PERKINS ENGINES COMPANY LIMITED	298863192-298863192-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	24,542.07

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339.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	235543415	Phoenix Steel Ltd	235543415-235543415-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	21,935.28
340.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	279612824	RENAULT SAS	279612824-279612824-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	1,542,893.21
341.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	292,980.54
342.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	340,512.03
343.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213128366	ROY HATFIELD LIMITED	213128366-213128366-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	295,551.21
344.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	221959546	S M Thompson Ltd	221959546-221959546-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	302,399.37
345.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	8,860.22
346.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	41,895.97
347.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44316-FMV	XS2161118778	30/Apr/2021	15/Jun/2021	EUR	31,384.56
348.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	718.25
349.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44316-FMV	XS2161118851	30/Apr/2021	15/Jun/2021	EUR	84,328.22
350.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A.J.N. Steelstock Ltd	218079374-218079374-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	239,090.97
351.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	All Steels Trading Limited	222986502-222986502-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	466,358.13
352.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	156,105.49
353.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	8,656.52
354.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228567434	Arcelormittal Distribution Solution	228567434-228567434-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	46,180.16
355.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211508588	Blue Flame Profiles Ltd	211508588-211508588-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	651,224.33
356.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C Brown & Sons (Steel) Limited	218118164-218118164-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	539,456.20
357.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	48,522.35
358.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	41,715.04

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359.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	357,968.99
360.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	179,268.93
361.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B Profiles Limited	397453945-397453945-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	389,528.22
362.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	172,395.89
363.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	578393449	HILL STEELS LIMITED	578393449-578393449-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	152,973.61
364.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	14,385.80
365.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237453670	KATMEX LTD	237453670-237453670-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	59,501.38
366.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M Brittain (York) Limited	213066392-213066392-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	285,178.41
367.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	198,824.17
368.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	16,465.58
369.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	Novelis UK Limited	218351799-218351799-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	60,000.00
370.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P & D Northern Steel Limited	213188030-213188030-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	24,071.26
371.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	78,811.08
372.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	Perkins Parent Account	298863192-298863192-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	29,596.43
373.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	10,564.17
374.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	11,756.25
375.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	8,208.44
376.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS	769504325-769504325-44238-FMV	XS2161118935	07/May/2021	22/Jun/2021	EUR	28,924.36
377.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	USP Steels LTD	222150514-222150514-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	75,141.14
378.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	154,119.09

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379.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	VSN (Steels) Ltd	218605335-218605335-44238-FMV	XS2161119073	07/May/2021	22/Jun/2021	EUR	9,976.39
380.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218079374	A.J.N. Steelstock Ltd	218079374-218079374-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	874,630.97
381.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	212118251	Abram Pulman & Sons Ltd	212118251-212118251-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	36,369.36
382.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	222986502	All Steels Trading Limited	222986502-222986502-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	2,700,641.79
383.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	9,602.46
384.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219253275	Arraquip Limited	219253275-219253275-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	337,774.26
385.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	229511043	ASD Limited	229511043-229511043-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	2,026,087.66
386.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	214076002	Barclay & Mathieson Limited	214076002-214076002-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	1,613,100.94
387.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230809642	Barrett Steel Ltd	230809642-230809642-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	1,007,294.57
388.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	230378846	BHC Ltd	230378846-230378846-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	323,662.34
389.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	228043766	Billington Structures Ltd	228043766-228043766-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	573,323.03
390.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215812652	Brian McCance (Steel) Limited	215812652-215812652-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	553,656.56
391.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	525270385	Brown & Tawse Steelstock Ltd	525270385-525270385-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	337,601.54
392.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	239216455	Brown & Wilson Steels Ltd	239216455-239216455-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	11,436.43
393.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504562414	Brown McFarlane Ltd	504562414-504562414-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	647,324.66
394.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C Brown & Sons (Steel) Limited	218118164-218118164-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	637,840.14
395.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	115,660.17
396.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST)	238146117-238146117-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	1,951,262.95
397.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237557579	Cleveland Bridge Ltd	237557579-237557579-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	86,907.67
398.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	7,074.89

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399.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218071868	Davro Steel Ltd	218071868-218071868-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	1,036,017.90
400.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	2,026,760.90
401.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215804907	EDGEN MURRAY EUROPE LIMITED	215804907-215804907-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	1,941,973.98
402.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218111599	EGGLESTON STEEL LIMITED	218111599-218111599-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	651,256.17
403.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	217092022	ELLIS STEEL GROUP LIMITED	217092022-217092022-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	638,662.34
404.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	28,988.21
405.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B PROFILES LIMITED	397453945-397453945-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	647,324.66
406.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	60,249.18
407.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	212086953	GESTAMP TALLENT LIMITED	212086953-212086953-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	618,404.26
408.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	224511633	Group 1 Steel Ltd	224511633-224511633-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	317,902.76
409.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	458008067	HALL & PICKLES 1812 LIMITED	458008067-458008067-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	2,382,288.94
410.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	578393449	HILL STEELS LIMITED	578393449-578393449-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	1,824,362.50
411.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	504122813	HILLBOROUGH STEELSTOCK LIMITED	504122813-504122813-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	63,822.48
412.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	15,225.56
413.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237453670	KATMEX LTD	237453670-237453670-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	280,452.42
414.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219148830	Laidler Steel Limited	219148830-219148830-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	518,783.70
415.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	219159282	LANDIS & GYR	219159282-219159282-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	944,903.02
416.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	718925063	Lionweld Kennedy Flooring Ltd	718925063-718925063-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	1,050,328.16
417.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213066392	M Brittain (York) Limited	213066392-213066392-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	1,098,941.65
418.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	640971201	Masteel (UK) Limited	640971201-640971201-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	323,590.46

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419.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	569392087	Midland Steel Sections Limited	569392087-569392087-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	660,427.58
420.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770122562	Midsteel Northern Ltd	770122562-770122562-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	355,396.70
421.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	Novelis UK Limited	218351799-218351799-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	33,849.81
422.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225878354	OGDEN (TRANSTEEL) LIMITED	225878354-225878354-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	638,662.34
423.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P & D Northern Steel Limited	213188030-213188030-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	11,233.50
424.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	225185124	ParkerSteel Limited	225185124-225185124-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	24,634.73
425.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	Perkins Parent Account	298863192-298863192-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	24,349.67
426.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	28,960.65
427.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	279612824	RENAULT SAS	279612824-279612824-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	647,324.66
428.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213128366	ROY HATFIELD LIMITED	213128366-213128366-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	2,907.67
429.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	217105113	RYCON STEELS LTD	217105113-217105113-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	638,662.34
430.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	1,481,229.19
431.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	137,870.18
432.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219956598	Tiger Trailers Limited	219956598-219956598-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	306,933.98
433.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	767067689	Titan Steel Wheels Limited	767067689-767067689-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	35,436.00
434.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213095847	Tomrods Limited	213095847-213095847-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	356,426.23
435.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS	769504325-769504325-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	51,200.14
436.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	USP Steels LTD	222150514-222150514-44246-FMV	XS2161119230	14/May/2021	29/Jun/2021	EUR	53,133.20
437.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44246-FMV	XS2161119313	14/May/2021	29/Jun/2021	EUR	334,732.51
438.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218892883	W P METALS LTD	218892883-218892883-44246-FMV	XS2161119404	14/May/2021	29/Jun/2021	EUR	324,028.28

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439.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215654070	WALTER WATSON LIMITED	215654070-215654070-44246-FMV	XS2161119156	14/May/2021	29/Jun/2021	EUR	1,294,649.32
440.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218079374	A J N Steelstock Ltd	218079374-218079374-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	25,970.28
441.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222986502	All Steels Trading Limited	222986502-222986502-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	506,235.72
442.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	640922357	AMEREX LIMITED	640922357-640922357-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	155,835.85
443.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	215644782	Angus F Gunn Ltd	215644782-215644782-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	84,710.46
444.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213294606	Ballachree Limited	213294606-213294606-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	9,205.17
445.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	239216455	Brown & Wilson Steels Ltd	239216455-239216455-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	94,345.78
446.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	218118164	C. BROWN & SONS (STEEL) LIMITED	218118164-218118164-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	620,259.57
447.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	294658265	Central Plate Services Limited	294658265-294658265-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	22,184.10
448.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238146117	CHAINBRIDGE STEEL (NORTH EAST) LTD	238146117-238146117-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	586,725.18
449.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	238052844	CLARKES OF STILLINGTON PLATE & PROFILES LIMITED	238052844-238052844-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	11,098.68
450.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	570005140	D N T COMPANY LTD	570005140-570005140-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	13,908.46
451.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	211231386	Dent Steel Services (Yorkshire) Ltd	211231386-211231386-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	525,784.01
452.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219238193	DYFED STEELS LIMITED	219238193-219238193-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	23,123.60
453.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	210998781	European Steel Sheets Limited	210998781-210998781-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	19,487.86
454.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	397453945	F & B Profiles Limited	397453945-397453945-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	255,002.51
455.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	219067238	GALVANISED SHEETS & COIL LTD	219067238-219067238-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	72,718.85
456.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	458008067	HALL & PICKLES 1812 LIMITED	458008067-458008067-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	487,326.29
457.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	220947826	INTER-TUBE LTD	220947826-220947826-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	8,427.57
458.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	237453670	KATMEX LTD	237453670-237453670-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	254,978.89

No.	Seller/Customer	Underlying Seller	Account Debtor DUNs Number	Account Debtor	Payment Obligation Reference	ISIN of Note to which Debt was assigned	Due Date	Backstop date	CCY	Certified Amount
459.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213066392	M. BRITTAIN (YORK) LTD	213066392-213066392-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	296,619.25
460.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	295693857	Malthouse Engineering Co Ltd	295693857-295693857-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	9,800.33
461.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	770973345	MARCEGAGLIA (UK) LTD	770973345-770973345-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	27,731.02
462.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	228193611	National Tube Stockholders Ltd	228193611-228193611-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	30,981.58
463.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	218351799	NOVELIS UK LTD	218351799-218351799-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	84,954.68
464.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213188030	P.& D.NORTHERN STEELS LIMITED	213188030-213188030-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	44,965.51
465.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	219180338	PEGASUS PROFILES LIMITED	219180338-219180338-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	286,626.95
466.	Liberty MDR Treasury Company UK Limited	Liberty Pressing Solutions Ltd	298863192	PERKINS ENGINES COMPANY LIMITED	298863192-298863192-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	31,287.44
467.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	235543415	Phoenix Steel Ltd	235543415-235543415-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	20,368.34
468.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	233776343	RMP Products Limited	233776343-233776343-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	12,211.95
469.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	213152275	ROBERT NICHOLAS STEELS (BURNLEY) LIMITED	213152275-213152275-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	287,433.38
470.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	213128366	ROY HATFIELD LIMITED	213128366-213128366-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	956.24
471.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	770487973	Severfield (UK) Limited	770487973-770487973-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	245,723.26
472.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	735348000	STEELSTRIP SERVICES LTD	735348000-735348000-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	17,101.77
473.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	222150514	UNITED SHEET AND PLATE STEELS LIMITED	222150514-222150514-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	8,476.04
474.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	769504325	UNITED STEELS LIMITED	769504325-769504325-44253-FMV	XS2161119586	21/May/2021	06/Jul/2021	EUR	8,105.83
475.	Liberty MDR Treasury Company UK Limited	Liberty Steel Distribution Limited	218605335	V.S.N.(STEELS)LIMITED	218605335-218605335-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	24,635.56
476.	Liberty MDR Treasury Company UK Limited	Liberty Steel Newport Ltd	238382225	Valmont Stainton Limited	238382225-238382225-44253-FMV	XS2161119669	21/May/2021	06/Jul/2021	EUR	8,283.00

9.2 Details of Notes

No.	ISIN	Issue Date[35]	Counterparty for acquisition	Transfer Date[36]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[37]	Counterparty for transfer to Greensill Bank
1.	XS2161116137	11/12/20	Citibank as Issuing and Paying Agent	11/12/20	Credit Suisse Virtuoso	397,770	396,152	EUR	05/03/21	02/11/21	Citibank as custodian for Greensill Bank
2.	XS2161116210	11/12/20	Citibank as Issuing and Paying Agent	11/12/20	Credit Suisse Virtuoso	6,073,709	6,049,009	EUR	05/03/21	02/11/21	Citibank as custodian for Greensill Bank
3.	XS2161116301	18/12/20	Citibank as Issuing and Paying Agent	18/12/20	Credit Suisse Virtuoso	240,984	240,004	EUR	12/03/21	02/11/21	Citibank as custodian for Greensill Bank
4.	XS2161116483	18/12/20	Citibank as Issuing and Paying Agent	18/12/20	Credit Suisse Virtuoso	2,532,945	2,522,644	EUR	12/03/21	02/11/21	Citibank as custodian for Greensill Bank
5.	XS2161116566	22/12/20	Citibank as Issuing and Paying Agent	22/12/20	Credit Suisse Virtuoso	2,604,838	2,593,868	EUR	19/03/21	02/11/21	Citibank as custodian for Greensill Bank
6.	XS2161116640	22/12/20	Citibank as Issuing and Paying Agent	22/12/20	Credit Suisse Virtuoso	5,758,377	5,734,126	EUR	19/03/21	02/11/21	Citibank as custodian for Greensill Bank
7.	XS2161116723	22/12/20	Citibank as Issuing and Paying Agent	22/12/20	Credit Suisse Virtuoso	5,646,128	5,622,350	EUR	19/03/21	02/11/21	Citibank as custodian for Greensill Bank
8.	XS2161116996	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	433,043	431,219	EUR	26/03/21	02/11/21	Citibank as custodian for Greensill Bank
9.	XS2161117028	29/12/20	Citibank as Issuing and Paying Agent	29/12/20	Credit Suisse Virtuoso	1,800,003	1,792,422	EUR	26/03/21	02/11/21	Citibank as custodian for Greensill Bank
10.	XS2161117291	08/01/21	Citibank as Issuing and Paying Agent	08/01/21	Credit Suisse Virtuoso	2,673,446	2,662,058	EUR	06/04/21	02/11/21	Citibank as custodian for Greensill Bank
11.	XS2161117374	08/01/21	Citibank as Issuing and Paying Agent	08/01/21	Credit Suisse Virtuoso	12,387,976	12,335,208	EUR	06/04/21	02/11/21	Citibank as custodian for Greensill Bank
12.	XS2161117457	15/01/21	Citibank as Issuing and Paying Agent	15/01/21	Credit Suisse Virtuoso	6,877,282	6,849,314	EUR	09/04/21	02/11/21	Citibank as custodian for Greensill Bank
13.	XS2161117531	15/01/21	Citibank as Issuing and Paying Agent	15/01/21	Credit Suisse Virtuoso	13,688,878	13,633,209	EUR	09/04/21	02/11/21	Citibank as custodian for Greensill Bank
14.	XS2161117614	15/01/21	Citibank as Issuing and Paying Agent	15/01/21	Credit Suisse Virtuoso	11,562,239	11,515,219	EUR	09/04/21	02/11/21	Citibank as custodian for Greensill Bank
15.	XS2161117887	18/01/21	Citibank as Issuing and Paying Agent	18/01/21	Credit Suisse Virtuoso	873,000	869,576	EUR	09/04/21	02/11/21	Citibank as custodian for Greensill Bank
16.	XS2161117960	18/01/21	Citibank as Issuing and Paying Agent	18/01/21	Credit Suisse Virtuoso	2,691,000	2,680,446	EUR	09/04/21	02/11/21	Citibank as custodian for Greensill Bank
17.	XS2161118265	25/01/21	Citibank as Issuing and Paying Agent	25/01/21	Credit Suisse Virtuoso	4,518,961	4,501,237	EUR	16/04/21	02/11/21	Citibank as custodian for Greensill Bank
18.	XS2161118349	25/01/21	Citibank as Issuing and Paying Agent	25/01/21	Credit Suisse Virtuoso	10,803,619	10,761,246	EUR	16/04/21	02/11/21	Citibank as custodian for Greensill Bank

[35] The date on which the note was issued by the issuer.

[36] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.

[37] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[35]	Counterparty for acquisition	Transfer Date[36]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[37]	Counterparty for transfer to Greensill Bank
19.	XS2161118422	29/01/21	Citibank as Issuing and Paying Agent	29/01/21	Credit Suisse Virtuoso	614,340	611,842	EUR	23/04/21	02/11/21	Citibank as custodian for Greensill Bank
20.	XS2161118695	29/01/21	Citibank as Issuing and Paying Agent	29/01/21	Credit Suisse Virtuoso	4,161,918	4,144,993	EUR	23/04/21	02/11/21	Citibank as custodian for Greensill Bank
21.	XS2161118778	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Virtuoso	1,323,540	1,318,158	EUR	30/04/21	02/11/21	Citibank as custodian for Greensill Bank
22.	XS2161118851	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Virtuoso	8,233,034	8,199,553	EUR	30/04/21	02/11/21	Citibank as custodian for Greensill Bank
23.	XS2161118935	11/02/21	Citibank as Issuing and Paying Agent	11/02/21	Credit Suisse Virtuoso	1,015,647	1,011,468	EUR	07/05/21	02/11/21	Citibank as custodian for Greensill Bank
24.	XS2161119073	11/02/21	Citibank as Issuing and Paying Agent	11/02/21	Credit Suisse Virtuoso	3,499,311	3,484,912	EUR	07/05/21	02/11/21	Citibank as custodian for Greensill Bank
25.	XS2161119156	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	10,557,784	10,514,849	EUR	14/05/21	02/11/21	Citibank as custodian for Greensill Bank
26.	XS2161119230	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	11,309,732	11,263,739	EUR	14/05/21	02/11/21	Citibank as custodian for Greensill Bank
27.	XS2161119313	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	10,252,458	10,210,764	EUR	14/05/21	02/11/21	Citibank as custodian for Greensill Bank
28.	XS2161119404	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	5,643,541	5,620,590	EUR	14/05/21	02/11/21	Citibank as custodian for Greensill Bank
29.	XS2161119586	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	452,612	450,771	EUR	21/05/21	02/11/21	Citibank as custodian for Greensill Bank
30.	XS2161119669	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	4,770,968	4,751,566	EUR	21/05/21	02/11/21	Citibank as custodian for Greensill Bank
TOTALS						**153,399,083**	**152,772,513**				

10 Noviniti Colchester (as defined at paragraph 131 above)

10.1 Details of Debts

No.	Invoice Number	Drawdown date	Certified Amount	Currency	Maturity Date	Backstop Date (+45 days)
1.	NOVCOL23092020	23/09/2020	844,612.00	GBP	24/03/2021	08/05/2021
2.	NOVCOL24092020	24/09/2020	2,315,733.00	GBP	25/03/2021	09/05/2021
3.	NOVCOL240920202	24/09/2020	1,192,619.00	GBP	25/03/2021	09/05/2021
4.	NOVCOL28092020	28/09/2020	1,256,392.00	GBP	29/03/2021	13/05/2021
5.	NOVCOL05102020	05/10/2020	1,997,449.00	GBP	05/04/2021	20/05/2021
6.	NOVCOL271120	27/11/2020	514,000.00	GBP	23/03/2021	07/05/2021
7.	NOVCOL011220	01/12/2020	141,386.82	GBP	23/03/2021	07/05/2021
8.	NOVCOL26022021	26/02/2021	1,937,800.00	GBP	25/02/2022	11/04/2022

10.2 Details of Notes

No.	ISIN	Issue Date[38]	Counterparty for acquisition	Transfer Date[39]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[40]	Counterparty for transfer to Greensill Bank
1.	XS1940431551	23/09/20	Citibank as Issuing and Paying Agent	23/09/20	Credit Suisse Virtuoso	844,612	836,930	GBP	24/03/21	28/12/21	Citibank as custodian for Greensill Bank
2.	XS1940431635	24/09/20	Citibank as Issuing and Paying Agent	24/09/20	Credit Suisse Virtuoso	3,508,352	3,476,377	GBP	25/03/21	23/12/21	Citibank as custodian for Greensill Bank
3.	XS1940431718	28/09/20	Citibank as Issuing and Paying Agent	28/09/20	Credit Suisse Virtuoso	1,256,392	1,244,951	GBP	29/03/21	23/12/21	Citibank as custodian for Greensill Bank
4.	XS1940431809	06/10/20	Citibank as Issuing and Paying Agent	06/10/20	Credit Suisse Virtuoso	1,997,449	1,979,505	GBP	05/04/21	23/12/21	Citibank as custodian for Greensill Bank
5.	XS1940431981	27/11/20	Citibank as Issuing and Paying Agent	27/11/20	Credit Suisse Virtuoso	514,000	511,080	GBP	23/03/21	28/12/21	Citibank as custodian for Greensill Bank
6.	XS1940432013	01/12/20	Citibank as Issuing and Paying Agent	01/12/20	Credit Suisse Virtuoso	141,386	140,610	GBP	23/03/21	28/12/21	Citibank as custodian for Greensill Bank
7.	XS1940432286	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	1,937,800	1,901,966	GBP	25/02/22	28/12/21	Citibank as custodian for Greensill Bank
TOTALS						**10,199,991**	**10,091,418**				

[38] The date on which the note was issued by the issuer.
[39] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[40] The date on which the note was acquired by Greensill Bank from the Loss Payee.

11 Noviniti Poole (as defined at paragraph 127 above)

11.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Maturity Date	Backstop Date
1.	NOVPOO2701211	29/01/2021	995,430.00	GBP	25/02/2021	11/04/2021
2.	NOVPOO2701212	29/01/2021	56,505.00	GBP	25/02/2021	11/04/2021
3.	NOVPOO08022021	08/02/2021	345,740.00	GBP	25/02/2021	11/04/2021
4.	NOVPOO17092020	17/09/2020	3,032,173.00	GBP	18/03/2021	02/05/2021
5.	NOVPOO23102020	25/11/2020	493,000.00	GBP	22/03/2021	06/05/2021
6.	NOVPOO22092020	22/09/2020	213,204.00	GBP	23/03/2021	07/05/2021
7.	NOVPOO23092020	23/09/2020	1,006,542.00	GBP	24/03/2021	08/05/2021
8.	NOVPOO24092020	24/09/2020	356,948.00	GBP	25/03/2021	09/05/2021

11.2 Details of Notes

No.	ISIN	Issue Date[41]	Counterparty for acquisition	Transfer Date[42]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee for the Note	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[43]	Counterparty for transfer to Greensill Bank
1.	XS1885157112	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	1,051,935	1,050,707	GBP	25/02/21	28/12/21	Citibank as custodian for Greensill Bank
2.	XS1885157203	08/02/21	Citibank as Issuing and Paying Agent	08/02/21	Credit Suisse Virtuoso	345,740	345,453	GBP	25/02/21	28/12/21	Citibank as custodian for Greensill Bank
3.	XS1885156650	17/09/20	Citibank as Issuing and Paying Agent	17/09/20	Credit Suisse Virtuoso	3,032,173	3,004,645	GBP	18/03/21	28/12/21	Citibank as custodian for Greensill Bank
4.	XS1885157039	26/11/20	Citibank as Issuing and Paying Agent	26/11/20	Credit Suisse Virtuoso	549,505	546,532	GBP	22/03/21	05/01/22	Citibank as custodian for Greensill Bank
5.	XS1885156734	22/09/20	Citibank as Issuing and Paying Agent	22/09/20	Credit Suisse Virtuoso	213,204	211,277	GBP	23/03/21	23/12/21	Citibank as custodian for Greensill Bank
6.	XS1885156817	23/09/20	Citibank as Issuing and Paying Agent	23/09/20	Credit Suisse Virtuoso	1,006,542	997,388	GBP	24/03/21	28/12/21	Citibank as custodian for Greensill Bank
7.	XS1885156908	24/09/20	Citibank as Issuing and Paying Agent	24/09/20	Credit Suisse Virtuoso	356,948	353,695	GBP	25/03/21	28/12/21	Citibank as custodian for Greensill Bank
TOTALS						**6,556,047**	**6,509,697**				

[41] The date on which the note was issued by the issuer.
[42] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[43] The date on which the note was acquired by Greensill Bank from the Loss Payee.

12 Simec (as defined at paragraph 125 above)

12.1 Details of Debts

No.	Invoice Number	Invoice Date	Certified Amount	Currency	Original Due Date	Accelerated Due Date	Backstop Date	ISIN of corresponding Note(s)
1.	BOL-SIM-165-1-GCR	14/01/2021	7,089,429.38	USD	13/07/2021	13/07/2021	27/08/2021	XS1867813252
2.	BOL-SIM-166-1-GCR	19/01/2021	6,451,360.96	USD	16/07/2021	16/07/2021	30/08/2021	XS1867813336
3.	BOL-SIM-167-1-GCR	20/01/2021	7,815,570.62	USD	19/07/2021	19/07/2021	02/09/2021	XS1867813419
4.	BOL-SIM-168-1-GCR	27/01/2021	4,019,205.50	USD	23/07/2021	21/07/2021	06/09/2021	XS1867813500
5.	BOL-SIM-169-1-GCR	27/01/2021	3,150,940.55	USD	26/07/2021	21/07/2021	06/09/2021	XS1867813500
6.	BOL-SIM-171-1-GCR	01/02/2021	4,013,120.96	USD	27/07/2021	21/07/2021	06/09/2021	XS1867813682
7.	BOL-SIM-172-1-GCR	01/02/2021	4,014,005.66	USD	28/07/2021	21/07/2021	06/09/2021	XS1867813682
8.	BOL-SIM-173-1-GCR	01/02/2021	3,232,659.71	USD	29/07/2021	21/07/2021	06/09/2021	XS1867813682
9.	BOL-SIM-174-1-GCR	02/02/2021	3,334,634.38	USD	30/07/2021	21/07/2021	06/09/2021	XS1867813849
10.	BOL-SIM-175-1-GCR	03/02/2021	7,197,119.73	USD	02/08/2021	21/07/2021	06/09/2021	XS1867813922
11.	BOL-SIM-177-1-GCR	05/02/2021	3,067,767.36	USD	04/08/2021	21/07/2021	06/09/2021	XS1867814144
12.	BOL-SIM-178-1-GCR	08/02/2021	3,159,538.15	USD	05/08/2021	21/07/2021	06/09/2021	XS1867814227
13.	BOL-SIM-179-1-GCR	09/02/2021	4,900,244.91	USD	06/08/2021	21/07/2021	06/09/2021	XS1867814656 (part of the Debt only: USD 728,258.00)
14.	BOL-SIM-180-1-GCR	10/02/2021	5,769,645.83	USD	09/08/2021	21/07/2021	06/09/2021	XS1867814813
15.	BOL-SIM-181-1-GCR	16/02/2021	3,060,190.67	USD	11/08/2021	21/07/2021	06/09/2021	XS1867814904
16.	BOL-SIM-182-1-GCR	17/02/2021	9,471,021.74	USD	16/08/2021	21/07/2021	06/09/2021	XS1867815117 (part of the Debt only: USD 5,871,021.00)
17.	BOL-SIM-183-1-GCR	19/02/2021	4,846,919.49	USD	18/08/2021	21/07/2021	06/09/2021	XS1867815380

12.2 Details of Notes

No.	ISIN	Issue Date[44]	Counterparty for acquisition	Transfer Date[45]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee for the Note	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[46]	Counterparty for transfer to Greensill Bank
1.	XS1867813252	14/01/21	Citibank as Issuing and Paying Agent	14/01/21	Credit Suisse Virtuoso	7,089,429	7,019,310	USD	13/07/21	04/07/22	Citibank as custodian for Greensill Bank
2.	XS1867813336	19/01/21	Citibank as Issuing and Paying Agent	19/01/21	Credit Suisse Virtuoso	6,451,360	6,388,642	USD	16/07/21	04/07/22	Citibank as custodian for Greensill Bank
3.	XS1867813419	20/01/21	Citibank as Issuing and Paying Agent	20/01/21	Credit Suisse Virtuoso	7,815,570	7,738,729	USD	19/07/21	04/07/22	Citibank as custodian for Greensill Bank
4.	XS1867813500	27/01/21	Citibank as Issuing and Paying Agent	27/01/21	Credit Suisse Virtuoso	7,170,145	7,100,360	USD	26/07/21	04/07/22	Citibank as custodian for Greensill Bank

[44] The date on which the note was issued by the issuer.
[45] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[46] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[44]	Counterparty for acquisition	Transfer Date[45]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee for the Note	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[46]	Counterparty for transfer to Greensill Bank
5.	XS1867813682	01/02/21	Citibank as Issuing and Paying Agent	01/02/21	Credit Suisse Virtuoso	11,259,784	11,151,674	USD	29/07/21	04/07/22	Citibank as custodian for Greensill Bank
6.	XS1867813849	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	3,334,634	3,302,554	USD	30/07/21	04/07/22	Citibank as custodian for Greensill Bank
7.	XS1867813922	03/02/21	Citibank as Issuing and Paying Agent	03/02/21	Credit Suisse Virtuoso	7,197,119	7,127,020	USD	02/08/21	04/07/22	Citibank as custodian for Greensill Bank
8.	XS1867814144	05/02/21	Citibank as Issuing and Paying Agent	05/02/21	Credit Suisse Virtuoso	3,067,767	3,037,807	USD	04/08/21	04/07/22	Citibank as custodian for Greensill Bank
9.	XS1867814227	08/02/21	Citibank as Issuing and Paying Agent	08/02/21	Credit Suisse Virtuoso	3,159,538	3,129,264	USD	05/08/21	04/07/22	Citibank as custodian for Greensill Bank
10.	XS1867814656	09/02/21	Citibank as Issuing and Paying Agent	09/02/21	Credit Suisse Virtuoso	728,258	721,278	USD	06/08/21	04/07/22	Citibank as custodian for Greensill Bank
11.	XS1867814813	10/02/21	Citibank as Issuing and Paying Agent	10/02/21	Credit Suisse Virtuoso	5,769,645	5,713,708	USD	09/08/21	04/07/22	Citibank as custodian for Greensill Bank
12.	XS1867814904	16/02/21	Citibank as Issuing and Paying Agent	16/02/21	Credit Suisse Virtuoso	3,060,190	3,031,229	USD	11/08/21	04/07/22	Citibank as custodian for Greensill Bank
13.	XS1867815117	17/02/21	Citibank as Issuing and Paying Agent	17/02/21	Credit Suisse Virtuoso	5,871,021	5,814,255	USD	16/08/21	05/07/22	Citibank as custodian for Greensill Bank
14.	XS1867815380	19/02/21	Citibank as Issuing and Paying Agent	19/02/21	Credit Suisse Virtuoso	4,846,919	4,800,192	USD	18/08/21	04/07/22	Citibank as custodian for Greensill Bank
TOTALS						**76,821,379**	**76,076,021**				

13 SNG (as defined at paragraph 134 above)

13.1 Details of Debts

No.	Customer	Invoice Number	Certified Amount	Currency	Maturity Date	Backstop Date	ISIN of corresponding Note(s)
1.	Special Needs Group Limited	SNG014425301	17,307,607.00	GBP	25 February 2022	11 April 2022	XS1806648231
2.	Special Needs Group Limited	SNG014425302	492,305.00	GBP	25 February 2022	11 April 2022	XS1806648231

13.2 Details of Notes

No.	ISIN	Issue Date[47]	Counterparty for acquisition	Transfer Date[48]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee for the Note	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[49]	Counterparty for transfer to Greensill Bank
1.	XS1806648231	26/02/21	Citibank as Issuing and Paying Agent	26/02/21	Credit Suisse Virtuoso	17,799,912	17,470,751	GBP	25/02/22	18/02/22	Citibank as custodian for Greensill Bank
TOTALS						**17,799,912**	**17,470,751**				

[47] The date on which the note was issued by the issuer.
[48] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[49] The date on which the note was acquired by Greensill Bank from the Loss Payee.

14 SSUK (as defined at subparagraph 132(a)(ii) above)

14.1 Details of Debts

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	152,475.69
2.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	152,878.92
3.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	152,878.92
4.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	215,617.40
5.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	215,617.40
6.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	215,617.48
7.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	217,472.29
8.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	217,472.29
9.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	217,472.29
10.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	217,472.37
11.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	216,690.52
12.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	216,690.52
13.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	216,690.52
14.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	216,690.52
15.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	216,690.53
16.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	207,262.89
17.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	207,262.89

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
18.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	207,262.89
19.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	207,262.89
20.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	207,262.89
21.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	207,262.96
22.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	204,916.90
23.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	204,916.90
24.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	204,916.90
25.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	204,916.90
26.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	204,916.90
27.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	204,916.90
28.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	204,916.96
29.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	201,497.60
30.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	201,497.60
31.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	201,497.60
32.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	201,497.60
33.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	201,497.60
34.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	201,497.60
35.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	201,497.60

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
36.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	201,497.68
37.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	199,366.54
38.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	199,366.54
39.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	199,366.54
40.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	199,366.54
41.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	199,366.54
42.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	199,366.54
43.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	199,366.54
44.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	199,366.54
45.	A.J.N. STEELSTOCK LTD.	Speciality Steel UK Limited	218079374-218079374-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	199,366.54
46.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	139,416.74
47.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	135,425.25
48.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	135,425.25
49.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	196,831.43
50.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	196,831.43
51.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	196,831.43
52.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	152,008.85
53.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	152,008.85

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
54.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	152,008.85
55.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	152,008.86
56.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	148,041.66
57.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	148,041.66
58.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	148,041.66
59.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	148,041.66
60.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	148,041.67
61.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	146,151.22
62.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	146,151.22
63.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	146,151.22
64.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	146,151.22
65.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	146,151.22
66.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	146,151.23
67.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	148,613.09
68.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	148,613.09
69.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	148,613.09
70.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	148,613.09
71.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	148,613.09

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
72.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	148,613.09
73.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	148,613.12
74.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	143,850.55
75.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	143,850.55
76.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	143,850.55
77.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	143,850.55
78.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	143,850.55
79.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	143,850.55
80.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	143,850.55
81.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	143,850.59
82.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	281,632.38
83.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	281,632.38
84.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	281,632.38
85.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	281,632.38
86.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	281,632.38
87.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	281,632.38
88.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	281,632.38
89.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	281,632.38

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
90.	ACENTA STEEL LIMITED	Speciality Steel UK Limited	237308148-237308148-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	281,632.40
91.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	118,537.55
92.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	54,323.57
93.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	54,323.57
94.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	54,323.65
95.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	116,350.27
96.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	116,350.27
97.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	116,350.27
98.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	116,350.28
99.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	125,721.14
100.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	125,721.14
101.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	125,721.14
102.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	125,721.14
103.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	125,721.19
104.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	104,326.59
105.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	104,326.59
106.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	104,326.59
107.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	104,326.59

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
108.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	104,326.59
109.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	104,326.64
110.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	95,843.83
111.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	95,843.83
112.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	95,843.83
113.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	95,843.83
114.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	95,843.83
115.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	95,843.83
116.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	95,843.89
117.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	184,649.08
118.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	184,649.08
119.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	184,649.08
120.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	184,649.08
121.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	184,649.08
122.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	184,649.08
123.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	184,649.08
124.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	184,649.09
125.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	26,599.16

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
126.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	26,599.16
127.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	26,599.16
128.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	26,599.16
129.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	26,599.16
130.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	26,599.16
131.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	26,599.16
132.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	26,599.16
133.	ALL STEELS TRADING LIMITED	Speciality Steel UK Limited	222986502-222986502-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	26,599.21
134.	ArcelorMittal Stahlhandel GmbH	Speciality Steel UK Limited	537399474-537399474-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	220,765.00
135.	ArcelorMittal Stahlhandel GmbH	Speciality Steel UK Limited	537399474-537399474-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	224,744.48
136.	ArcelorMittal Stahlhandel GmbH	Speciality Steel UK Limited	537399474-537399474-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	224,744.48
137.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	23,459.01
138.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	24,243.08
139.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	24,243.08
140.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	24,243.08
141.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	23,942.18
142.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	23,942.18
143.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	24,315.27

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
144.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	24,315.27
145.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	24,315.27
146.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	24,315.35
147.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	24,104.21
148.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	24,104.21
149.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	24,104.21
150.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	24,104.21
151.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	24,104.29
152.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	23,546.06
153.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	23,546.06
154.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	23,546.06
155.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	23,546.06
156.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	23,546.06
157.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	23,546.13
158.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	23,800.86
159.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	23,800.86
160.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	23,800.86
161.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	23,800.86

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
162.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	23,800.86
163.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	23,800.86
164.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	23,800.94
165.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	23,958.77
166.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	23,958.77
167.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	23,958.77
168.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	23,958.77
169.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	23,958.77
170.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	23,958.77
171.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	23,958.77
172.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	23,958.80
173.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	23,752.72
174.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	23,752.72
175.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	23,752.72
176.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	23,752.72
177.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	23,752.72
178.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	23,752.72
179.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	23,752.72

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
180.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	23,752.72
181.	AUERHAMMER METALLWERK GMBH	Speciality Steel UK Limited	313846297-313846297-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	23,752.75
182.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	65,999.84
183.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	68,959.11
184.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	68,959.11
185.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	68,959.11
186.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	18,488.37
187.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	18,488.37
188.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	86,384.16
189.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	86,384.16
190.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	86,384.16
191.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	86,384.21
192.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	86,510.56
193.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	86,510.56
194.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	86,510.56
195.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	86,510.56
196.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	86,510.60
197.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	47,366.81

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
198.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	47,366.81
199.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	47,366.81
200.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	47,366.81
201.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	47,366.81
202.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	47,366.89
203.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	76,468.91
204.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	76,468.91
205.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	76,468.91
206.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	76,468.91
207.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	76,468.91
208.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	76,468.91
209.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	76,468.99
210.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	72,912.40
211.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	72,912.40
212.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	72,912.40
213.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	72,912.40
214.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	72,912.40
215.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	72,912.40

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
216.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	72,912.40
217.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	72,912.42
218.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	69,045.20
219.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	69,045.20
220.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	69,045.20
221.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	69,045.20
222.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	69,045.20
223.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	69,045.20
224.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	69,045.20
225.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	69,045.20
226.	BARRETT STEEL LIMITED	Speciality Steel UK Limited	230809642-230809642-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	69,045.27
227.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	64,776.72
228.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	66,258.09
229.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	66,258.09
230.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	67,268.92
231.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	67,268.92
232.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	67,268.96
233.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	67,686.39

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
234.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	67,686.39
235.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	67,686.39
236.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	67,686.43
237.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	67,366.15
238.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	67,366.15
239.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	67,366.15
240.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	67,366.15
241.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	67,366.18
242.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	66,139.11
243.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	66,139.11
244.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	66,139.11
245.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	66,139.11
246.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	66,139.11
247.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	66,139.13
248.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	67,141.04
249.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	67,141.04
250.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	67,141.04
251.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	67,141.04

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
252.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	67,141.04
253.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	67,141.04
254.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	67,141.12
255.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	67,919.47
256.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	67,919.47
257.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	67,919.47
258.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	67,919.47
259.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	67,919.47
260.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	67,919.47
261.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	67,919.47
262.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	67,919.51
263.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	66,262.70
264.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	66,262.70
265.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	66,262.70
266.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	66,262.70
267.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	66,262.70
268.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	66,262.70
269.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	66,262.70

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
270.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	66,262.70
271.	BLADEBEST LIMITED	Speciality Steel UK Limited	213263007-213263007-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	66,262.70
272.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	290,378.69
273.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	299,031.12
274.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	299,031.12
275.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	306,021.39
276.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	306,021.39
277.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	306,021.44
278.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	310,873.32
279.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	310,873.32
280.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	310,873.32
281.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	310,873.34
282.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	308,267.30
283.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	308,267.30
284.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	308,267.30
285.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	308,267.30
286.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	308,267.34
287.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	306,002.33

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
288.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	306,002.33
289.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	306,002.33
290.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	306,002.33
291.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	306,002.33
292.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	306,002.40
293.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	313,008.52
294.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	313,008.52
295.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	313,008.52
296.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	313,008.52
297.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	313,008.52
298.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	313,008.52
299.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	313,008.55
300.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	319,302.74
301.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	319,302.74
302.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	319,302.74
303.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	319,302.74
304.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	319,302.74
305.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	319,302.74

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
306.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	319,302.74
307.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	319,302.82
308.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	316,709.58
309.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	316,709.58
310.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	316,709.58
311.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	316,709.58
312.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	316,709.58
313.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	316,709.58
314.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	316,709.58
315.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	316,709.58
316.	Carl Spaeter GmbH	Speciality Steel UK Limited	315926303-315926303-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	316,709.60
317.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	10,315.56
318.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	89,035.61
319.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	89,035.61
320.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	19,664.98
321.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	19,664.98
322.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	19,665.05
323.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	20,861.92

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
324.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	20,861.92
325.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	20,861.92
326.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	20,861.97
327.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	22,082.07
328.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	22,082.07
329.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	22,082.07
330.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	22,082.07
331.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	22,082.07
332.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	23,315.80
333.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	23,315.80
334.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	23,315.80
335.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	23,315.80
336.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	23,315.80
337.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	23,315.83
338.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	24,674.53
339.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	24,674.53
340.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	24,674.53
341.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	24,674.53

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
342.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	24,674.53
343.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	24,674.53
344.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	24,674.60
345.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	26,061.08
346.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	26,061.08
347.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	26,061.08
348.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	26,061.08
349.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	26,061.08
350.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	26,061.08
351.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	26,061.08
352.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	26,061.09
353.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	27,255.06
354.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	27,255.06
355.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	27,255.06
356.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	27,255.06
357.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	27,255.06
358.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	27,255.06
359.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	27,255.06

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
360.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	27,255.06
361.	Doncasters Limited	Speciality Steel UK Limited	217052733-217052733-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	27,255.07
362.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	131,662.71
363.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	134,543.50
364.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	134,543.50
365.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	136,438.96
366.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	136,438.96
367.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	136,438.98
368.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	137,094.61
369.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	137,094.61
370.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	137,094.61
371.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	137,094.66
372.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	136,211.53
373.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	136,211.53
374.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	136,211.53
375.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	136,211.53
376.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	136,211.56
377.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	131,456.18

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
378.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	131,456.18
379.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	131,456.18
380.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	131,456.18
381.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	131,456.18
382.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	131,456.19
383.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	132,736.08
384.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	132,736.08
385.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	132,736.08
386.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	132,736.08
387.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	132,736.08
388.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	132,736.08
389.	Dortmunder Blankstahl GmbH	Speciality Steel UK Limited	317689008-317689008-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	132,736.16

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
398.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	57,544.16
399.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	62,056.27
400.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	62,056.27
401.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	66,860.65
402.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	66,860.65
403.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	66,860.70
404.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	48,558.21
405.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	48,558.21
406.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	48,558.21
407.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	48,558.27
408.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	51,763.69
409.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	51,763.69
410.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	51,763.69
411.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	51,763.69
412.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	51,763.77
413.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	99,582.38

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
414.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	99,582.38
415.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	99,582.38
416.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	99,582.38
417.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	99,582.38
418.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	99,582.39
419.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	63,796.30
420.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	63,796.30
421.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	63,796.30
422.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	63,796.30
423.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	63,796.30
424.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	63,796.30
425.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	63,796.36
426.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	62,938.66
427.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	62,938.66
428.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	62,938.66
429.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	62,938.66
430.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	62,938.66
431.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	62,938.66

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
432.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	62,938.66
433.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	62,938.69
434.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	139,727.74
435.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	139,727.74
436.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	139,727.74
437.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	139,727.74
438.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	139,727.74
439.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	139,727.74
440.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	139,727.74
441.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	139,727.74
442.	ENERGY ALLOYS UK LIMITED	Speciality Steel UK Limited	737873658-737873658-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	139,727.74
443.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	38,349.49
444.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	106,079.58
445.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	106,079.58
446.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	106,079.62
447.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	103,408.45
448.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	103,408.45
449.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	103,408.45

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
450.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	103,408.46
451.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	98,834.10
452.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	98,834.10
453.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	98,834.10
454.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	98,834.10
455.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	98,834.18
456.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	91,966.59
457.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	91,966.59
458.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	91,966.59
459.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	91,966.59
460.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	91,966.59
461.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	91,966.65
462.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	89,019.46
463.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	89,019.46
464.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	89,019.46
465.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	89,019.46
466.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	89,019.46
467.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	89,019.46

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
468.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	89,019.50
469.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	85,022.76
470.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	85,022.76
471.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	85,022.76
472.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	85,022.76
473.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	85,022.76
474.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	85,022.76
475.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	85,022.76
476.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	85,022.80
477.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	79,836.59
478.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	79,836.59
479.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	79,836.59
480.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	79,836.59
481.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	79,836.59
482.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	79,836.59
483.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	79,836.59
484.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	79,836.59
485.	F & B PROFILES LIMITED	Speciality Steel UK Limited	397453945-397453945-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	79,836.63

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
486.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	299,190.25
487.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	508,586.37
488.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	508,586.37
489.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	330,123.41
490.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	330,123.41
491.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	330,123.44
492.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	345,524.57
493.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	345,524.57
494.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	345,524.57
495.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	345,524.59
496.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	342,343.62
497.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	342,343.62
498.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	342,343.62
499.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	342,343.62
500.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	342,343.64
501.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	487,838.13
502.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	487,838.13
503.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	487,838.13

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
504.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	487,838.13
505.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	487,838.13
506.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	487,838.17
507.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	370,623.48
508.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	370,623.48
509.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	370,623.48
510.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	370,623.48
511.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	370,623.48
512.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	370,623.48
513.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	370,623.50
514.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	379,984.72
515.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	379,984.72
516.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	379,984.72
517.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	379,984.72
518.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	379,984.72
519.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	379,984.72
520.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	379,984.72
521.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	379,984.79

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
522.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	372,894.88
523.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	372,894.88
524.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	372,894.88
525.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	372,894.88
526.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	372,894.88
527.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	372,894.88
528.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	372,894.88
529.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	372,894.88
530.	FIRTH RIXSON FORGINGS LIMITED	Speciality Steel UK Limited	212384895-212384895-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	372,894.96
531.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	36,497.04
532.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	37,369.65
533.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	37,369.65
534.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	37,985.59
535.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	37,985.59
536.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	37,985.64
537.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-16-FMV	08/Mar/2021	22/Apr/2021	GBP	226,882.81
538.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-17-FMV	07/Apr/2021	22/May/2021	GBP	226,882.81
539.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-1596637922023-18-FMV	07/May/2021	21/Jun/2021	GBP	226,882.88

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
540.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	63,486.25
541.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	63,486.25
542.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	63,486.25
543.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	63,486.29
544.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	66,174.54
545.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	66,174.54
546.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	66,174.54
547.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	66,174.54
548.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	66,174.62
549.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	65,590.04
550.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	65,590.04
551.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	65,590.04
552.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	65,590.04
553.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	65,590.04
554.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	65,590.05
555.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	69,243.85
556.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	69,243.85
557.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	69,243.85

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
558.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	69,243.85
559.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	69,243.85
560.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	69,243.85
561.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	69,243.93
562.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	72,899.88
563.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	72,899.88
564.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	72,899.88
565.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	72,899.88
566.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	72,899.88
567.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	72,899.88
568.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	72,899.88
569.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	72,899.89
570.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	79,061.65
571.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	79,061.65
572.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	79,061.65
573.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	79,061.65
574.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	79,061.65
575.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	79,061.65

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
576.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	79,061.65
577.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	79,061.65
578.	Hammerwerk Erft G. Diederichs GmbH & Co. KG	Speciality Steel UK Limited	315995308-315995308-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	79,061.72
579.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	181,933.54
580.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	186,438.36
581.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	186,438.36
582.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	189,698.14
583.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	189,698.14
584.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	189,698.18
585.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	188,183.91
586.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	188,183.91
587.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	188,183.91
588.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	188,183.92
589.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	181,632.57
590.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	181,632.57
591.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	181,632.57
592.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	181,632.57
593.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	181,632.65

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
594.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	176,857.48
595.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	176,857.48
596.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	176,857.48
597.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	176,857.48
598.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	176,857.48
599.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	176,857.52
600.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	176,803.57
601.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	176,803.57
602.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	176,803.57
603.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	176,803.57
604.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	176,803.57
605.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	176,803.57
606.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	176,803.59
607.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	177,062.07
608.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	177,062.07
609.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	177,062.07
610.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	177,062.07
611.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	177,062.07

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
612.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	177,062.07
613.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	177,062.07
614.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	177,062.13
615.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	179,356.22
616.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	179,356.22
617.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	179,356.22
618.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	179,356.22
619.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	179,356.22
620.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	179,356.22
621.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	179,356.22
622.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	179,356.22
623.	Heine + Beisswenger Stiftung + Co. KG	Speciality Steel UK Limited	315168971-315168971-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	179,356.27
624.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	54,874.73
625.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	82,016.59
626.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	82,016.59
627.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	82,016.65
628.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	1,230.56
629.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	1,230.56

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
630.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	80,376.01
631.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	80,376.01
632.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	80,376.01
633.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	80,376.05
634.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	77,358.30
635.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	77,358.30
636.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	77,358.30
637.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	77,358.30
638.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	77,358.34
639.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	72,677.69
640.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	72,677.69
641.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	72,677.69
642.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	72,677.69
643.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	72,677.69
644.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	72,677.73
645.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	70,940.18
646.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	70,940.18
647.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	70,940.18

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
648.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	70,940.18
649.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	70,940.18
650.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	70,940.18
651.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	70,940.19
652.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	68,467.99
653.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	68,467.99
654.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	68,467.99
655.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	68,467.99
656.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	68,467.99
657.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	68,467.99
658.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	68,467.99
659.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	68,468.03
660.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	64,693.01
661.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	64,693.01
662.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	64,693.01
663.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	64,693.01
664.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	64,693.01
665.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	64,693.01

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
666.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	64,693.01
667.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	64,693.01
668.	HILL STEELS LTD	Speciality Steel UK Limited	578393449-578393449-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	64,693.03
669.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	127,569.63
670.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	130,574.15
671.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	130,574.15
672.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	132,671.39
673.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	132,671.39
674.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	132,671.41
675.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	133,622.66
676.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	133,622.66
677.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	133,622.66
678.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	133,622.66
679.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	133,147.40
680.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	133,147.40
681.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	133,147.40
682.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	133,147.40
683.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	133,147.43

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
684.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	130,916.87
685.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	130,916.87
686.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	130,916.87
687.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	130,916.87
688.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	130,916.87
689.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	130,916.89
690.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	132,719.71
691.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	132,719.71
692.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	132,719.71
693.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	132,719.71
694.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	132,719.71
695.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	132,719.71
696.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	132,719.72
697.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	133,992.79
698.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	133,992.79
699.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	133,992.79
700.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	133,992.79
701.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	133,992.79

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
702.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	133,992.79
703.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	133,992.79
704.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	133,992.83
705.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	131,008.32
706.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	131,008.32
707.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	131,008.32
708.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	131,008.32
709.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	131,008.32
710.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	131,008.32
711.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	131,008.32
712.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	131,008.32
713.	HIRSCHVOGEL EISENACH GMBH SITZ MAR	Speciality Steel UK Limited	330821687-330821687-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	131,008.35
714.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	257,076.15
715.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	142,900.89
716.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	142,900.89
717.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	149,618.34
718.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	149,618.34
719.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	149,618.40

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
720.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	151,966.91
721.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	151,966.91
722.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	151,966.91
723.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	151,966.92
724.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	152,990.23
725.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	152,990.23
726.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	152,990.23
727.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	152,990.23
728.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	152,990.31
729.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	152,364.83
730.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	152,364.83
731.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	152,364.83
732.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	152,364.83
733.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	152,364.83
734.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	152,364.90
735.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	156,378.35
736.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	156,378.35
737.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	156,378.35

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
738.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	156,378.35
739.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	156,378.35
740.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	156,378.35
741.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	156,378.41
742.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	160,143.46
743.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	160,143.46
744.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	160,143.46
745.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	160,143.46
746.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	160,143.46
747.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	160,143.46
748.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	160,143.46
749.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	160,143.48
750.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	234,475.33
751.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	234,475.33
752.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	234,475.33
753.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	234,475.33
754.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	234,475.33
755.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	234,475.33

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
756.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	234,475.33
757.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	234,475.33
758.	HIRSCHVOGEL UMFORMTECHNIK GMBH	Speciality Steel UK Limited	341182419-341182419-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	234,475.37
759.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	124,555.62
760.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	127,082.13
761.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	127,082.13
762.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	128,632.34
763.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	128,632.34
764.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	128,632.34
765.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	129,903.56
766.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	129,903.56
767.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	129,903.56
768.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	129,903.63
769.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	128,923.80
770.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	128,923.80
771.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	128,923.80
772.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	128,923.80
773.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	128,923.88

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
774.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	123,653.44
775.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	123,653.44
776.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	123,653.44
777.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	123,653.44
778.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	123,653.44
779.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	123,653.45
780.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	124,385.66
781.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	124,385.66
782.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	124,385.66
783.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	124,385.66
784.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	124,385.66
785.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	124,385.66
786.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	124,385.68
787.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	124,453.60
788.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	124,453.60
789.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	124,453.60
790.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	124,453.60
791.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	124,453.60

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
792.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	124,453.60
793.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	124,453.60
794.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	124,453.62
795.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	125,551.58
796.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	125,551.58
797.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	125,551.58
798.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	125,551.58
799.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	125,551.58
800.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	125,551.58
801.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	125,551.58
802.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	125,551.58
803.	HM - Stahlvertriebs - GmbH	Speciality Steel UK Limited	498664804-498664804-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	125,551.60
804.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	256,173.02
805.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	264,295.71
806.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	264,295.71
807.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	271,060.82
808.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	271,060.82
809.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	271,060.83

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
810.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	276,494.63
811.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	276,494.63
812.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	276,494.63
813.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	276,494.65
814.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	445,139.67
815.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	445,139.67
816.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	445,139.67
817.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	445,139.67
818.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	445,139.68
819.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	290,084.43
820.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	290,084.43
821.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	290,084.43
822.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	290,084.43
823.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	290,084.43
824.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	290,084.43
825.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	297,185.41
826.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	297,185.41
827.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	297,185.41

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
828.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	297,185.41
829.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	297,185.41
830.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	297,185.41
831.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	297,185.43
832.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	303,407.93
833.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	303,407.93
834.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	303,407.93
835.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	303,407.93
836.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	303,407.93
837.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	303,407.93
838.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	303,407.93
839.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	294,541.50
840.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	303,407.93
841.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	294,541.50
842.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	294,541.50
843.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	294,541.50
844.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	294,541.50
845.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	294,541.50

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
846.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	294,541.50
847.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	294,541.50
848.	HOWCO GROUP PLC	Speciality Steel UK Limited	229047519-229047519-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	294,541.54
849.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	128,755.34
850.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	131,633.31
851.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	131,633.31
852.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	133,456.66
853.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	133,456.66
854.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	133,456.73
855.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	134,060.12
856.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	134,060.12
857.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	134,060.12
858.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	134,060.19
859.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	133,150.07
860.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	133,150.07
861.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	133,150.07
862.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	133,150.07
863.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	133,150.08

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
864.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	130,382.71
865.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	130,382.71
866.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	130,382.71
867.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	130,382.71
868.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	130,382.71
869.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	130,382.78
870.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	131,899.77
871.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	131,899.77
872.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	131,899.77
873.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	131,899.77
874.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	131,899.77
875.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	131,899.77
876.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	131,899.84
877.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	132,871.32
878.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	132,871.32
879.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	132,871.32
880.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	132,871.32
881.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	132,871.32

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
882.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	132,871.32
883.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	132,871.32
884.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	132,871.34
885.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	131,278.54
886.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	131,278.54
887.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	131,278.54
888.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	131,278.54
889.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	131,278.54
890.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	131,278.54
891.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	131,278.54
892.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	131,278.54
893.	HYDROBOLT LIMITED	Speciality Steel UK Limited	423471122-423471122-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	131,278.55
894.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	128,795.24
895.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	131,714.09
896.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	131,714.09
897.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	133,691.49
898.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	133,691.49
899.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	133,691.49

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
900.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	134,482.20
901.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	134,482.20
902.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	134,482.20
903.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	134,482.25
904.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	133,798.12
905.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	133,798.12
906.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	133,798.12
907.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	133,798.12
908.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	133,798.16
909.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	131,301.75
910.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	131,301.75
911.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	131,301.75
912.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	131,301.75
913.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	131,301.75
914.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	131,301.77
915.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	132,895.09
916.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	132,895.09
917.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	132,895.09

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
918.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	132,895.09
919.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	132,895.09
920.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	132,895.09
921.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	132,895.16
922.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	133,921.10
923.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	133,921.10
924.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	133,921.10
925.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	133,921.10
926.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	133,921.10
927.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	133,921.10
928.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	133,921.10
929.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	133,921.10
930.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	131,749.12
931.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	131,749.12
932.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	131,749.12
933.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	131,749.12
934.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	131,749.12
935.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	131,749.12

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
936.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	131,749.12
937.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	131,749.12
938.	INDEPENDENT FORGINGS & ALLOYS LIMITED	Speciality Steel UK Limited	221028363-221028363-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	131,749.20
939.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	131,666.46
940.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	68,390.38
941.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	68,390.38
942.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	72,918.65
943.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	72,918.65
944.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	72,918.65
945.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	55,042.10
946.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	55,042.10
947.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	55,042.10
948.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	55,042.12
949.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	59,617.64
950.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	59,617.64
951.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	59,617.64
952.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	59,617.64
953.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	59,617.71

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
954.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	60,227.06
955.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	60,227.06
956.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	60,227.06
957.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	60,227.06
958.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	60,227.06
959.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	60,227.14
960.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	61,783.64
961.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	61,783.64
962.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	61,783.64
963.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	61,783.64
964.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	61,783.64
965.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	61,783.64
966.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	61,783.67
967.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	63,710.39
968.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	63,710.39
969.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	63,710.39
970.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	63,710.39
971.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	63,710.39

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
972.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	63,710.39
973.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	63,710.39
974.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	63,710.47
975.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	69,400.75
976.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	69,400.75
977.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	69,400.75
978.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	69,400.75
979.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	69,400.75
980.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	69,400.75
981.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	69,400.75
982.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	69,400.75
983.	KABY ENGINEERS LIMITED	Speciality Steel UK Limited	219169554-219169554-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	69,400.75
984.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	286,524.43
985.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	255,138.17
986.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	255,138.17
987.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	296,861.89
988.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	296,861.89
989.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	296,861.95

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
990.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	300,696.09
991.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	300,696.09
992.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	300,696.09
993.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	300,696.17
994.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	301,717.38
995.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	301,717.38
996.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	301,717.38
997.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	301,717.38
998.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	301,717.44
999.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	296,784.19
1000.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	296,784.19
1001.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	296,784.19
1002.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	296,784.19
1003.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	296,784.19
1004.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	296,784.23
1005.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	303,079.21
1006.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	303,079.21
1007.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	303,079.21

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1008.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	303,079.21
1009.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	303,079.21
1010.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	303,079.21
1011.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	303,079.25
1012.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	308,618.04
1013.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	308,618.04
1014.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	308,618.04
1015.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	308,618.04
1016.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	308,618.04
1017.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	308,618.04
1018.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	308,618.04
1019.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	308,618.05
1020.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	291,824.11
1021.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	291,824.11
1022.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	291,824.11
1023.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	291,824.11
1024.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	291,824.11
1025.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	291,824.11

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1026.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	291,824.11
1027.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	291,824.11
1028.	Klöckner & Co Deutschland GmbH	Speciality Steel UK Limited	316230515-316230515-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	291,824.12
1029.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	249,707.28
1030.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	254,517.11
1031.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	254,517.11
1032.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	257,313.03
1033.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	257,313.03
1034.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	257,313.07
1035.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	257,588.08
1036.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	257,588.08
1037.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	257,588.08
1038.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	257,588.15
1039.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	254,747.55
1040.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	254,747.55
1041.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	254,747.55
1042.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	254,747.55
1043.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	254,747.63

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1044.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	248,095.70
1045.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	248,095.70
1046.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	248,095.70
1047.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	248,095.70
1048.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	248,095.70
1049.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	248,095.72
1050.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	249,783.58
1051.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	249,783.58
1052.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	249,783.58
1053.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	249,783.58
1054.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	249,783.58
1055.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	249,783.58
1056.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	249,783.65
1057.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	250,223.97
1058.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	250,223.97
1059.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	250,223.97
1060.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	250,223.97
1061.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	250,223.97

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1062.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	250,223.97
1063.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	250,223.97
1064.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	250,224.03
1065.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	251,746.49
1066.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	251,746.49
1067.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	251,746.49
1068.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	251,746.49
1069.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	251,746.49
1070.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	251,746.49
1071.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	251,746.49
1072.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	251,746.49
1073.	LIEBHERR-AEROSPACE LINDENBERG GMBH	Speciality Steel UK Limited	316860683-316860683-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	251,746.52
1074.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	264,246.84
1075.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	264,246.84
1076.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	264,246.84
1077.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	264,246.84
1078.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	264,246.84
1079.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	264,246.84

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1080.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	264,246.84
1081.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	264,246.84
1082.	RIGHTON & BLACKBURNS LIMITED	Speciality Steel UK Limited	210248613-210248613-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	264,246.86
1083.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	259,866.33
1084.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	265,628.10
1085.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	265,628.10
1086.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	269,566.62
1087.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	269,566.62
1088.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	269,566.64
1089.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	271,101.02
1090.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	271,101.02
1091.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	271,101.02
1092.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	271,101.04
1093.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	269,648.41
1094.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	269,648.41
1095.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	269,648.41
1096.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	269,648.41
1097.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	269,648.45

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1098.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	260,776.97
1099.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	260,776.97
1100.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	260,776.97
1101.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	260,776.97
1102.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	260,776.97
1103.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	260,777.04
1104.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	263,687.55
1105.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	263,687.55
1106.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	263,687.55
1107.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	263,687.55
1108.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	263,687.55
1109.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	263,687.55
1110.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	263,687.55
1111.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	265,506.93
1112.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	265,506.93
1113.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	265,506.93
1114.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	265,506.93
1115.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	265,506.93

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1116.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	265,506.93
1117.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	265,506.93
1118.	RIGHTON LIMITED	Speciality Steel UK Limited	210248613-210248613-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	265,506.94
1119.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	123,755.06
1120.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	339,689.59
1121.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	339,689.59
1122.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	152,189.65
1123.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	152,189.65
1124.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	152,189.67
1125.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	155,614.66
1126.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	155,614.66
1127.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	155,614.66
1128.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	155,614.70
1129.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	157,921.90
1130.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	157,921.90
1131.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	157,921.90
1132.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	157,921.90
1133.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	157,921.96

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1134.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	155,597.02
1135.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	155,597.02
1136.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	155,597.02
1137.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	155,597.02
1138.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	155,597.02
1139.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	155,597.08
1140.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	160,202.36
1141.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	160,202.36
1142.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	160,202.36
1143.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	160,202.36
1144.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	160,202.36
1145.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	160,202.36
1146.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	160,202.42
1147.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	164,596.03
1148.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	164,596.03
1149.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	164,596.03
1150.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	164,596.03
1151.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	164,596.03

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1152.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	164,596.03
1153.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	164,596.03
1154.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	164,596.09
1155.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	169,977.03
1156.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	169,977.03
1157.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	169,977.03
1158.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	169,977.03
1159.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	169,977.03
1160.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	169,977.03
1161.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	169,977.03
1162.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	169,977.03
1163.	Rollstud Ltd	Speciality Steel UK Limited	505422964-505422964-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	169,977.06
1164.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	98,259.76
1165.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	100,339.67
1166.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	100,339.67
1167.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-1596637922025-7-FMV	08/Mar/2021	22/Apr/2021	GBP	101,668.68
1168.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-1596637922025-8-FMV	07/Apr/2021	22/May/2021	GBP	101,668.68
1169.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-1596637922025-9-FMV	07/May/2021	21/Jun/2021	GBP	101,668.72

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1170.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	102,054.27
1171.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	102,054.27
1172.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	102,054.27
1173.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	102,054.27
1174.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	101,270.37
1175.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	101,270.37
1176.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	101,270.37
1177.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	101,270.37
1178.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	101,270.41
1179.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	99,052.35
1180.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	99,052.35
1181.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	99,052.35
1182.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	99,052.35
1183.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	99,052.35
1184.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	99,052.35
1185.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	100,152.90
1186.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	100,152.90
1187.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	100,152.90

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1188.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	100,152.90
1189.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	100,152.90
1190.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	100,152.90
1191.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	100,152.98
1192.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	100,837.58
1193.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	100,837.58
1194.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	100,837.58
1195.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	100,837.58
1196.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	100,837.58
1197.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	100,837.58
1198.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	100,837.58
1199.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	100,837.59
1200.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	99,914.22
1201.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	99,914.22
1202.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	99,914.22
1203.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	99,914.22
1204.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	99,914.22
1205.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	99,914.22

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1206.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	99,914.22
1207.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	99,914.22
1208.	ROSSWAG GMBH	Speciality Steel UK Limited	320600794-320600794-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	99,914.29
1209.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	274,371.90
1210.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	274,371.90
1211.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	274,371.90
1212.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	274,371.91
1213.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	271,993.52
1214.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	271,993.52
1215.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	271,993.52
1216.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	271,993.52
1217.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	271,993.55
1218.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	263,230.17
1219.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	263,230.17
1220.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	263,230.17
1221.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	263,230.17
1222.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	263,230.17
1223.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	263,230.21

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1224.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	265,210.85
1225.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	265,210.85
1226.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	265,210.85
1227.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	265,210.85
1228.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	265,210.85
1229.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	265,210.85
1230.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	265,210.87
1231.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	265,890.84
1232.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	265,890.84
1233.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	265,890.84
1234.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	265,890.84
1235.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	265,890.84
1236.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	265,890.84
1237.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	265,890.84
1238.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	265,890.85
1239.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	267,416.88
1240.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	267,416.88
1241.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	267,416.88

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1242.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	267,416.88
1243.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	267,416.88
1244.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	267,416.88
1245.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	267,416.88
1246.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	267,416.88
1247.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	267,416.88
1248.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	264,703.61
1249.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	270,157.16
1250.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	270,157.16
1251.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	273,554.67
1252.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	273,554.67
1253.	Salzgitter Mannesmann Stahlhandel Gesellschaft mit beschränkter Haftung	Speciality Steel UK Limited	322132986-322132986-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	273,554.69
1254.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	124,758.75
1255.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	127,427.39
1256.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	127,427.39
1257.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	129,148.86
1258.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	129,148.86
1259.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	129,148.86

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1260.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	129,679.68
1261.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	129,679.68
1262.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	129,679.68
1263.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	129,679.70
1264.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	128,734.04
1265.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	128,734.04
1266.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	128,734.04
1267.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	128,734.04
1268.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	128,734.04
1269.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	125,977.27
1270.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	125,977.27
1271.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	125,977.27
1272.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	125,977.27
1273.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	125,977.27
1274.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	125,977.28
1275.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	127,438.33
1276.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	127,438.33
1277.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	127,438.33

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1278.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	127,438.33
1279.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	127,438.33
1280.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	127,438.33
1281.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	127,438.34
1282.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	128,382.10
1283.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	128,382.10
1284.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	128,382.10
1285.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	128,382.10
1286.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	128,382.10
1287.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	128,382.10
1288.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	128,382.10
1289.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	128,382.12
1290.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	126,988.44
1291.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	126,988.44
1292.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	126,988.44
1293.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	126,988.44
1294.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	126,988.44
1295.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	126,988.44

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1296.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	126,988.44
1297.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	126,988.44
1298.	SMITHS METAL CENTRES LIMITED	Speciality Steel UK Limited	640907853-640907853-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	126,988.44
1299.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	39,432.34
1300.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	108,346.61
1301.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	108,346.61
1302.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	50,910.55
1303.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	50,910.55
1304.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	50,910.62
1305.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	56,567.28
1306.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	56,567.28
1307.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	56,567.28
1308.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	56,567.35
1309.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	52,542.09
1310.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	52,542.09
1311.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	52,542.09
1312.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	52,542.09
1313.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	52,542.12

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1314.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	54,694.83
1315.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	54,694.83
1316.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	54,694.83
1317.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	54,694.83
1318.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	54,694.83
1319.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	54,694.89
1320.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	57,326.82
1321.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	57,326.82
1322.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	57,326.82
1323.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	57,326.82
1324.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	57,326.82
1325.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	57,326.82
1326.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	57,326.83
1327.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	59,723.16
1328.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	59,723.16
1329.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	59,723.16
1330.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	59,723.16
1331.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	59,723.16

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1332.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	59,723.16
1333.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	59,723.16
1334.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	59,723.19
1335.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	53,803.16
1336.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	53,803.16
1337.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	53,803.16
1338.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	53,803.16
1339.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	53,803.16
1340.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	53,803.16
1341.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	53,803.16
1342.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	53,803.16
1343.	THYSSENKRUPP MATERIALS (UK) LIMITED	Speciality Steel UK Limited	210294211-210294211-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	53,803.23
1344.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-15-FMV	08/Mar/2021	22/Apr/2021	GBP	201,512.50
1345.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	293,866.45
1346.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-16-FMV	07/Apr/2021	22/May/2021	GBP	201,512.50
1347.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	293,866.45
1348.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-17-FMV	07/May/2021	21/Jun/2021	GBP	201,512.50
1349.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	293,866.45

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1350.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-18-FMV	08/Jun/2021	23/Jul/2021	GBP	201,512.50
1351.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	293,866.53
1352.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	303,746.92
1353.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	303,746.92
1354.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	303,746.92
1355.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	303,746.92
1356.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	303,746.95
1357.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	299,971.97
1358.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	299,971.97
1359.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	299,971.97
1360.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	299,971.97
1361.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	299,971.97
1362.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	299,971.98
1363.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	304,309.57
1364.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	304,309.57
1365.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	304,309.57
1366.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	304,309.57
1367.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	304,309.57

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1368.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	304,309.57
1369.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	304,309.63
1370.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	307,865.35
1371.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	307,865.35
1372.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	307,865.35
1373.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	307,865.35
1374.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	307,865.35
1375.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	307,865.35
1376.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	307,865.35
1377.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	307,865.42
1378.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	313,080.67
1379.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	313,080.67
1380.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	313,080.67
1381.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	313,080.67
1382.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	313,080.67
1383.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	313,080.67
1384.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	313,080.67
1385.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	313,080.67

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1386.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	313,080.71
1387.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	294,117.47
1388.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	251,058.49
1389.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	251,058.49
1390.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	291,522.07
1391.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	291,522.07
1392.	Westfälische Drahtindustrie GmbH	Speciality Steel UK Limited	315026963-315026963-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	291,522.08
1393.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-43990-9-FMV	08/Mar/2021	22/Apr/2021	GBP	300,299.89
1394.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-44020-8-FMV	08/Mar/2021	22/Apr/2021	GBP	278,481.63
1395.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-44020-9-FMV	07/Apr/2021	22/May/2021	GBP	278,481.63
1396.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-1596637922023-7-FMV	08/Mar/2021	22/Apr/2021	GBP	304,209.00
1397.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-1596637922023-8-FMV	07/Apr/2021	22/May/2021	GBP	304,209.00
1398.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-1596637922023-9-FMV	07/May/2021	21/Jun/2021	GBP	304,209.06
1399.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-08092020-6-FMV	08/Mar/2021	22/Apr/2021	GBP	278,741.67
1400.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-08092020-7-FMV	07/Apr/2021	22/May/2021	GBP	278,741.67
1401.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-08092020-8-FMV	07/May/2021	21/Jun/2021	GBP	278,741.67
1402.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-08092020-9-FMV	08/Jun/2021	23/Jul/2021	GBP	278,741.69
1403.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09102020-5-FMV	08/Mar/2021	22/Apr/2021	GBP	279,414.03

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1404.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09102020-6-FMV	07/Apr/2021	22/May/2021	GBP	279,414.03
1405.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09102020-7-FMV	07/May/2021	21/Jun/2021	GBP	279,414.03
1406.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09102020-8-FMV	08/Jun/2021	23/Jul/2021	GBP	279,414.03
1407.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09102020-9-FMV	09/Jul/2021	23/Aug/2021	GBP	279,414.10
1408.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-4-FMV	08/Mar/2021	22/Apr/2021	GBP	276,116.49
1409.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-5-FMV	07/Apr/2021	22/May/2021	GBP	276,116.49
1410.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-6-FMV	07/May/2021	21/Jun/2021	GBP	276,116.49
1411.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-7-FMV	08/Jun/2021	23/Jul/2021	GBP	276,116.49
1412.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-8-FMV	09/Jul/2021	23/Aug/2021	GBP	276,116.49
1413.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09112020-9-FMV	09/Aug/2021	23/Sep/2021	GBP	276,116.54
1414.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-3-FMV	08/Mar/2021	22/Apr/2021	GBP	402,385.04
1415.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-4-FMV	07/Apr/2021	22/May/2021	GBP	402,385.04
1416.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-5-FMV	07/May/2021	21/Jun/2021	GBP	402,385.04
1417.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-6-FMV	08/Jun/2021	23/Jul/2021	GBP	402,385.04
1418.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-7-FMV	09/Jul/2021	23/Aug/2021	GBP	402,385.04
1419.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-8-FMV	09/Aug/2021	23/Sep/2021	GBP	402,385.04
1420.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-09122020-9-FMV	08/Sep/2021	23/Oct/2021	GBP	402,385.04
1421.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-2-FMV	08/Mar/2021	22/Apr/2021	GBP	298,775.82

No.	Account Debtor Name	Customer Name	Invoice Number	Maturity Date	Backstop Date	Currency	Certified Amount
1422.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-3-FMV	07/Apr/2021	22/May/2021	GBP	298,775.82
1423.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-4-FMV	07/May/2021	21/Jun/2021	GBP	298,775.82
1424.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-5-FMV	08/Jun/2021	23/Jul/2021	GBP	298,775.82
1425.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-6-FMV	09/Jul/2021	23/Aug/2021	GBP	298,775.82
1426.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-7-FMV	09/Aug/2021	23/Sep/2021	GBP	298,775.82
1427.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-8-FMV	08/Sep/2021	23/Oct/2021	GBP	298,775.82
1428.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-06012021-9-FMV	06/Oct/2021	20/Nov/2021	GBP	298,775.86
1429.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-1-FMV	08/Mar/2021	22/Apr/2021	GBP	297,465.16
1430.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-2-FMV	07/Apr/2021	22/May/2021	GBP	297,465.16
1431.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-3-FMV	07/May/2021	21/Jun/2021	GBP	297,465.16
1432.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-4-FMV	08/Jun/2021	23/Jul/2021	GBP	297,465.16
1433.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-5-FMV	09/Jul/2021	23/Aug/2021	GBP	297,465.16
1434.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-6-FMV	09/Aug/2021	23/Sep/2021	GBP	297,465.16
1435.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-7-FMV	08/Sep/2021	23/Oct/2021	GBP	297,465.16
1436.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-8-FMV	06/Oct/2021	20/Nov/2021	GBP	297,465.16
1437.	XTRAC LIMITED	Speciality Steel UK Limited	289916884-289916884-04022021-9-FMV	04/Nov/2021	19/Dec/2021	GBP	297,465.18

14.2 Details of Notes

No.	ISIN	Issue Date[50]	Counterparty for acquisition	Transfer Date[51]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[52]	Counterparty for transfer to Greensill Bank
1.	XS2061392341	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Virtuoso	4,979,537	4,935,960	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
2.	XS2061392424	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,702,691	2,601,980	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
3.	XS2061392697	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,692,710	2,592,371	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
4.	XS2061392770	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,647,053	2,548,415	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
5.	XS2061392853	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,613,402	2,516,018	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
6.	XS2061392937	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,578,716	2,482,625	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
7.	XS2061393075	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,382,327	2,293,554	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
8.	XS2061393158	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,338,794	2,251,643	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
9.	XS2061393232	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,313,684	2,227,469	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
10.	XS2061393315	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,305,557	2,219,644	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
11.	XS2061393406	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,247,363	2,163,619	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
12.	XS2061393588	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	3,009,672	2,897,522	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
13.	XS2061393661	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	3,624,696	3,489,628	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
14.	XS2061393745	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	3,466,071	3,336,914	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
15.	XS2061393828	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	2,236,617	2,153,273	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
16.	XS2061394040	08/06/20	Citibank as Issuing and Paying Agent	08/06/20	Credit Suisse Nova	3,600,711	3,466,536	GBP	08/03/21	25/10/21	Citibank as custodian for Greensill Bank
17.	XS2061394396	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Virtuoso	2,431,413	2,411,285	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
18.	XS2061394123	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Virtuoso	2,259,522	2,240,817	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank

[50] The date on which the note was issued by the issuer.

[51] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.

[52] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[50]	Counterparty for acquisition	Transfer Date[51]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[52]	Counterparty for transfer to Greensill Bank
19.	XS2061394479	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,106,657	2,048,381	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
20.	XS2061395013	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	4,577,274	4,450,653	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
21.	XS2061395872	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	3,057,201	2,972,630	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
22.	XS2061394982	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,691,279	2,616,830	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
23.	XS2061396094	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,506,329	2,436,996	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
24.	XS2061395799	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,390,652	2,324,519	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
25.	XS2061395104	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,378,655	2,312,854	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
26.	XS2061395526	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,296,242	2,232,721	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
27.	XS2061395955	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,290,653	2,227,287	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
28.	XS2061395369	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,022,696	1,966,742	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
29.	XS2061395443	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,888,829	2,808,915	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
30.	XS2061395286	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,594,727	2,522,949	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
31.	XS2061394800	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,461,266	2,393,180	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
32.	XS2061394719	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,370,123	2,304,558	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
33.	XS2061394636	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,290,581	2,227,217	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
34.	XS2061394552	08/07/20	Citibank as Issuing and Paying Agent	08/07/20	Credit Suisse Nova	2,679,480	2,605,358	GBP	07/04/21	25/10/21	Citibank as custodian for Greensill Bank
35.	XS2159078562	12/08/20	Citibank as Issuing and Paying Agent	12/08/20	Credit Suisse Virtuoso	1,868,995	1,854,675	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
36.	XS2061396250	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Virtuoso	1,940,553	1,925,308	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
37.	XS2061396417	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Virtuoso	1,157,688	1,148,593	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
38.	XS2061396508	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	6,317,865	6,145,341	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank

No.	ISIN	Issue Date[50]	Counterparty for acquisition	Transfer Date[51]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[52]	Counterparty for transfer to Greensill Bank
39.	XS2061397068	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,971,107	2,889,974	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
40.	XS2061396920	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,754,189	2,678,980	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
41.	XS2061397225	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,737,881	2,663,117	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
42.	XS2061396847	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,671,749	2,598,791	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
43.	XS2061396763	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,623,698	2,552,052	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
44.	XS2061398033	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,461,986	2,394,756	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
45.	XS2061397142	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,439,540	2,372,923	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
46.	XS2061397498	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,426,094	2,359,844	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
47.	XS2061397571	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,315,817	2,252,578	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
48.	XS2061397654	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	4,706,703	4,578,176	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
49.	XS2061397811	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,570,805	2,500,604	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
50.	XS2061397902	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,540,601	2,471,224	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
51.	XS2061397738	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Nova	2,365,551	2,300,954	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
52.	XS2061398116	07/08/20	Citibank as Issuing and Paying Agent	07/08/20	Credit Suisse Virtuoso	2,041,938	2,025,896	GBP	07/05/21	25/10/21	Citibank as custodian for Greensill Bank
53.	XS2159078729	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Virtuoso	3,109,716	3,085,837	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
54.	XS2159078646	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Virtuoso	2,797,857	2,776,373	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
55.	XS2159078992	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Virtuoso	624,780	619,982	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
56.	XS2159079024	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	1,575,855	1,533,421	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
57.	XS2159079883	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,706,264	2,633,391	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
58.	XS2159080386	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	4,458,402	4,338,349	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank

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59.	XS2159079537	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,508,669	2,441,117	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
60.	XS2159079610	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,488,446	2,421,439	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
61.	XS2159079370	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,469,339	2,402,846	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
62.	XS2159079966	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,439,909	2,374,209	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
63.	XS2159080204	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,318,292	2,255,866	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
64.	XS2159079453	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	3,163,788	3,078,595	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
65.	XS2159080030	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	3,249,684	3,162,179	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
66.	XS2159080113	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,570,292	2,501,081	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
67.	XS2159079297	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,280,996	2,219,575	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
68.	XS2159080469	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	3,640,230	3,542,208	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
69.	XS2159080543	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,986,623	2,906,201	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
70.	XS2159080626	08/09/20	Citibank as Issuing and Paying Agent	08/09/20	Credit Suisse Nova	2,310,291	2,248,081	GBP	08/06/21	25/10/21	Citibank as custodian for Greensill Bank
71.	XS2159081350	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	4,006,251	3,917,596	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
72.	XS2159081194	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,733,714	2,673,219	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
73.	XS2159081277	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,715,453	2,655,362	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
74.	XS2159080972	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,447,937	2,393,766	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
75.	XS2159080899	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,463,858	2,409,335	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
76.	XS2159081434	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	3,082,329	3,014,120	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
77.	XS2159081517	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,240,982	2,191,391	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
78.	XS2159081780	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,514,726	2,459,077	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank

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79.	XS2159081947	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,426,832	2,373,128	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
80.	XS2159081863	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,619,639	2,561,669	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
81.	XS2159081608	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,386,206	2,333,401	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
82.	XS2159082085	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	3,059,010	2,991,317	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
83.	XS2159082242	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	3,491,046	3,413,792	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
84.	XS2159082168	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	2,288,340	2,237,701	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
85.	XS2159082325	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Nova	1,885,032	1,843,318	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
86.	XS2159082671	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Virtuoso	3,081,087	3,058,020	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
87.	XS2159082598	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Virtuoso	2,774,403	2,753,632	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
88.	XS2159082754	09/10/20	Citibank as Issuing and Paying Agent	09/10/20	Credit Suisse Virtuoso	1,137,483	1,128,967	GBP	09/07/21	25/10/21	Citibank as custodian for Greensill Bank
89.	XS2159082838	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,211,597	2,162,979	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
90.	XS2159082911	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,671,524	2,612,795	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
91.	XS2159083059	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,910,753	2,846,765	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
92.	XS2159083133	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Virtuoso	702,090	696,891	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
93.	XS2159083216	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,585,169	2,528,338	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
94.	XS2159084701	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Virtuoso	4,390,542	4,358,032	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
95.	XS2159084610	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Virtuoso	2,754,018	2,733,626	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
96.	XS2159083562	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,699,739	2,640,390	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
97.	XS2159083646	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,671,056	2,612,337	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
98.	XS2159083729	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,610,756	2,553,363	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank

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99.	XS2159084024	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,485,044	2,430,414	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
100.	XS2159083489	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,369,070	2,316,990	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
101.	XS2159084370	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,346,985	2,295,390	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
102.	XS2159084537	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,232,855	2,183,769	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
103.	XS2159083307	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,804,292	2,742,644	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
104.	XS2159083992	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,774,817	2,713,817	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
105.	XS2159084297	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,573,811	2,517,230	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
106.	XS2159084453	09/11/20	Citibank as Issuing and Paying Agent	09/11/20	Credit Suisse Nova	2,549,520	2,493,473	GBP	09/08/21	25/10/21	Citibank as custodian for Greensill Bank
107.	XS2159086151	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,209,842	2,161,313	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
108.	XS2159085773	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,342,997	2,291,544	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
109.	XS2159086409	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	2,506,788	2,488,367	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
110.	XS2159086581	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	2,817,072	2,796,370	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
111.	XS2159085344	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,400,291	2,347,580	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
112.	XS2159086235	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,308,770	2,258,069	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
113.	XS2159085690	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,554,128	2,498,039	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
114.	XS2159086078	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,373,183	2,321,067	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
115.	XS2159084883	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,200,104	2,151,789	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
116.	XS2159084966	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,386,890	2,334,473	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
117.	XS2159085427	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,710,692	2,651,165	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
118.	XS2159085260	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,674,665	2,615,929	GBP	08/09/21	27/10/21	Citibank as custodian for Greensill Bank

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119.	XS2159086664	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Virtuoso	3,335,607	3,311,095	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
120.	XS2159085005	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,738,781	2,678,637	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
121.	XS2159085930	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,628,909	2,571,178	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
122.	XS2159085187	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,727,711	2,667,810	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
123.	XS2159085856	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	3,621,465	3,541,937	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
124.	XS2159086318	09/12/20	Citibank as Issuing and Paying Agent	09/12/20	Credit Suisse Nova	2,248,047	2,198,679	GBP	08/09/21	26/10/21	Citibank as custodian for Greensill Bank
125.	XS2159088447	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,872,485	2,828,811	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
126.	XS2159088520	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	3,461,568	3,409,651	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
127.	XS2159088108	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,468,944	2,431,915	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
128.	XS2159088280	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,121,656	2,089,835	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
129.	XS2159089254	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	3,039,872	3,018,936	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
130.	XS2159088876	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	3,351,377	3,301,113	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
131.	XS2159089098	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,193,449	2,160,552	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
132.	XS2159089338	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	2,601,633	2,582,128	GBP	06/10/21	26/10/21	Citibank as custodian for Greensill Bank
133.	XS2159088017	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,462,920	2,425,981	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
134.	XS2159088793	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	3,187,016	3,139,217	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
135.	XS2159089171	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Virtuoso	2,554,416	2,536,823	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
136.	XS2159089411	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,412,120	2,375,943	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
137.	XS2159087985	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,703,523	2,663,568	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
138.	XS2159088959	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,353,080	2,317,789	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank

No.	ISIN	Issue Date[50]	Counterparty for acquisition	Transfer Date[51]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[52]	Counterparty for transfer to Greensill Bank
139.	XS2159087803	02/02/21	Citibank as Issuing and Paying Agent	02/02/21	Credit Suisse Nova	2,627,992	2,588,577	GBP	06/10/21	25/10/21	Citibank as custodian for Greensill Bank
140.	XS2222918018	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,954,276	2,909,857	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
141.	XS2222917986	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,850,381	2,803,742	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
142.	XS2222918109	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,903,121	2,855,619	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
143.	XS2159089502	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	3,903,678	3,839,804	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
144.	XS2222918794	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	3,729,780	3,668,751	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
145.	XS2222918877	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	3,289,347	3,235,525	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
146.	XS2222919255	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	3,356,046	3,330,762	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
147.	XS2222918521	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	3,559,716	3,501,470	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
148.	XS2222918950	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,479,482	2,438,911	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
149.	XS2222918281	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	4,077,117	4,010,405	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
150.	XS2222919172	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	2,817,720	2,796,492	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
151.	XS2222917804	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,626,416	2,583,441	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
152.	XS2222919099	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Virtuoso	2,534,688	2,515,592	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
153.	XS2222918448	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	2,677,185	2,633,380	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
154.	XS2222918364	04/02/21	Citibank as Issuing and Paying Agent	04/02/21	Credit Suisse Nova	3,170,286	3,118,412	GBP	04/11/21	25/10/21	Citibank as custodian for Greensill Bank
TOTALS						**416,470,571**	**407,381,701**				

15 Westford (as defined at paragraph 136 above)

15.1 Details of Debts

No.	Customer	Invoice Number	Supplier ref	Invoice Date	Currency	Due Date	Backstop Date	Certified Amount
1.	Westford Limited	BOL-WTS-057-1	BRAWEST01	30-Nov-20	USD	28-May-21	12-Jul-21	10,000,000
2.	Westford Limited	BOL-WTS-058-1	BRAWEST01	1-Dec-20	USD	27-May-21	11-Jul-21	10,000,000
3.	Westford Limited	BOL-WTS-059-1	BRAWEST01	2-Dec-20	USD	28-May-21	12-Jul-21	10,000,000
4.	Westford Limited	BOL-WTS-060-1	BRAWEST01	3-Dec-20	USD	1-Jun-21	16-Jul-21	10,000,000
5.	Westford Limited	BOL-WTS-066-1	BRAWEST01	15-Dec-20	USD	11-Jun-21	26-Jul-21	2,884,542.28
6.	Westford Limited	BOL-WTS-067-1	BRAWEST01	16-Dec-20	USD	14-Jun-21	29-Jul-21	2,886,321.60
7.	Westford Limited	BOL-WTS-068-1	BRAWEST01	17-Dec-20	USD	15-Jun-21	30-Jul-21	2,886,913.60

15.2 Details of Notes

No.	ISIN	Issue Date[53]	Counterparty for acquisition	Transfer Date[54]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[55]	Counterparty for transfer to Greensill Bank
1.	XS1806777477	01/12/20	Citibank as Issuing and Paying Agent	01/12/20	Credit Suisse Virtuoso	10,000,000	9,901,867	USD	28/05/21	05/01/22	Citibank as custodian for Greensill Bank
2.	XS1806777550	01/12/20	Citibank as Issuing and Paying Agent	01/12/20	Credit Suisse Virtuoso	10,000,000	9,902,427	USD	27/05/21	05/01/22	Citibank as custodian for Greensill Bank
3.	XS1806777634	02/12/20	Citibank as Issuing and Paying Agent	02/12/20	Credit Suisse Virtuoso	10,000,000	9,902,245	USD	28/05/21	05/01/22	Citibank as custodian for Greensill Bank
4.	XS1806777717	03/12/20	Citibank as Issuing and Paying Agent	03/12/20	Credit Suisse Virtuoso	10,000,000	9,900,586	USD	01/06/21	05/01/22	Citibank as custodian for Greensill Bank
5.	XS1806778368	15/12/20	Citibank as Issuing and Paying Agent	15/12/20	Credit Suisse Virtuoso	2,884,542	2,856,345	USD	11/06/21	28/12/21	Citibank as custodian for Greensill Bank
6.	XS1806778442	17/12/20	Citibank as Issuing and Paying Agent	17/12/20	Credit Suisse Virtuoso	2,886,321	2,857,826	USD	14/06/21	28/12/21	Citibank as custodian for Greensill Bank
7.	XS1806778525	23/12/20	Citibank as Issuing and Paying Agent	23/12/20	Credit Suisse Virtuoso	2,886,913	2,859,121	USD	15/06/21	28/12/21	Citibank as custodian for Greensill Bank
8.	XS1806777808	07/12/20	Citibank as Issuing and Paying Agent	07/12/20	Credit Suisse Nova	2,861,664	2,786,320	USD	27/05/21	Uninsured not transferred	Not applicable
9.	XS1806777980	07/12/20	Citibank as Issuing and Paying Agent	07/12/20	Credit Suisse Nova	2,868,088	2,792,141	USD	28/05/21	Uninsured not transferred	Not applicable
10.	XS1806778012	10/12/20	Citibank as Issuing and Paying Agent	10/12/20	Credit Suisse Nova	2,874,771	2,798,277	USD	01/06/21	Uninsured not transferred	Not applicable

[53] The date on which the note was issued by the issuer.
[54] The date on which the note was transferred to the Loss Payee which held the note until it was transferred to Greensill Bank.
[55] The date on which the note was acquired by Greensill Bank from the Loss Payee.

No.	ISIN	Issue Date[53]	Counterparty for acquisition	Transfer Date[54]	Name of Loss Payee	Expected Allocation	Cash Amount paid by Loss Payee	Currency	Maturity Date	Date transferred to Greensill Bank by Loss Payee[55]	Counterparty for transfer to Greensill Bank
11.	XS1806778103	10/12/20	Citibank as Issuing and Paying Agent	10/12/20	Credit Suisse Nova	2,877,270	2,800,275	USD	02/06/21	Uninsured not transferred	Not applicable
12.	XS1806778285	14/12/20	Citibank as Issuing and Paying Agent	14/12/20	Credit Suisse Nova	2,883,907	2,804,582	USD	11/06/21	Uninsured not transferred	Not applicable
TOTALS (not including uninsured notes)						**48,657,776**	**48,180,418**				