

M

CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

151962/13

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[13]

04578079

Name of company

* CELSA WALES LIMITED

Date of creation of the charge

18/07/08

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All present and future indebtednesses, liabilities and obligations from time to time due, owing or incurred to the Bank by the Mortgagor, whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Mortgagor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises, or is incurred or payable, in the United Kingdom or elsewhere, together with interests and costs.

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

SVENSKA HANDELSBANKEN AB (publ)
TRINITY TOWER, 9 THOMAS MORE STREET, LONDON

Postcode E1W 1WY

Presentor's name address and
reference (if any)

Hugh James

Hodge House
114 - 116 St Mary's Street
Cardiff
CF10 1DY

CRA/HAN308/3

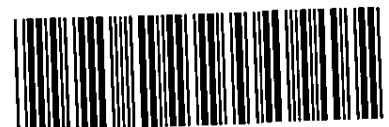
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A30PM1UJ

A12

30/07/2008

124

COMPANIES HOUSE

See continuation sheet attached

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

Particulars as to commission allowance or discount (note 3)

Signed

Hugh James

Date 30/07/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] † SVENSKA HANDELSBANKEN AB (publ)

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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in black type, or
bold block lettering*

Company Number

04578079

Name of Company

CELSA WALES

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

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

Please do not
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

The Mortgagor with full title guarantee and as a continuing security for the payment and discharge of all the indebtednesses, liabilities and obligations hereby -

(i) charges in favour of the Bank by way of legal mortgage the property known as Land at Castle Works, East Moors Road, Cardiff (title numbers WA888245, CYM172250 and WA888259) and each and every part thereof, the property known as Land at East Moors Road, Cardiff (title number CYM16175) and each and every part thereof and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto (hereinafter called the "Mortgaged Property"),

(ii) charges in favour of the Bank by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time,

(iii) charges in favour of the Bank by way of fixed charge all the benefit of and the right to enforce all contracts and agreements (if any) for the sale, purchase, leasing, mortgaging, management or other dealing with the Mortgaged Property and all building contracts and agreements (if any) for professional and other services (including, without limitation, any collateral warranties) and all other contracts and agreements and bonds (if any) now or from time to time entered into for the purpose of carrying out any development of the Mortgaged Property or for the purposes related to any building contracts in relation to the Mortgaged Property (in each case including for the avoidance of doubt its rights against any person giving any guarantee, indemnity or security for the performance of any obligations under any said contract or agreement),

(iv) charges in favour of the Bank by way of fixed charge all rents and licence fees now or hereafter owing to it in respect of the Mortgaged Property (hereinafter called "Rents") but so that nothing in this paragraph and no arrangement (express or implied) in respect of the Rents or any of them shall constitute the Bank a mortgagee in possession,

(v) charges in favour of the Bank by way of fixed charge all its rights, title and interest in and to, and in the proceeds of, all present and future insurances in respect of the Mortgaged Property (including, without limitation, any rights of subrogation arising therefrom) and all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations and other transactions or arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Mortgagor in relation to or in respect of or in connection with any present or future insurance in respect of the Mortgaged Property (including, without prejudice to the generality of the foregoing, all the benefit, and rights in respect of, any ex gratia payment),

(vi) charges in favour of the Bank by way of fixed charge all its right, title and interest in and to all or any moneys from time to time received by it or its agents or solicitors or now or hereafter owing to it (whether such moneys are received or owing by way of deposit or on account of the purchase price or as stakeholders or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage, charge or other dealing with the Mortgaged Property or in respect of any compensation or other payment relating to the Mortgaged Property and its right to make demand for, or to receive, any of the same,

(vii) charges in favour of the Bank by way of floating charge the property, assets and rights described in paragraphs (i), (iii), (iv), (v) and (vi) above (if and in so far as the charges thereon set out in those paragraphs shall for any reason be ineffective as fixed charges or if and in so far as the fixed charges thereon hereby created shall for any reason be released)

The floating charge contained in clause (vii) is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and paragraph 14 shall apply to it



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4578079
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 18 JULY
2008 AND CREATED BY CELSA (WALES) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
30 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JULY 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES