

MG01

Particulars of a mortgage or charge

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IRIS Laserform

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

FRIDAY



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05/04/2013

#267

COMPANIES HOUSE

1 Company details

Company number 0 4 5 7 8 0 7 9
Company name in full Celsa (Wales) Limited (the "Assignor")

9 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 7 0 3 2 0 1 3

3 Description

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

Description An assignment of rental income dated 27 March 2013 between the Assignor and Svenska Handelsbanken AB
(publ) (acting through its Cardiff branch) (the "Bank"), (the "Assignment")

4 Amount secured

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

Amount secured The following indebtedness, liabilities and obligations (whether any such indebtedness, liability
or obligation shall be the sole indebtedness, liability or obligation of the Assignor 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)

(a) all present and future indebtedness of the Assignor to the Bank on any current,
advance, loan or other account whatsoever,

(b) all liabilities whatsoever of the Assignor to the Bank present or future in respect of notes or
bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities,
bonds, letters of credit, documentary credits or similar instruments issued for or at the request
of the Assignor or other loans, credits or advances made to or for the accommodation or at the
request of the Assignor,

(c) all other liabilities and obligations whatsoever of the Assignor to the Bank present or
future, actual or contingent, howsoever arising and whether or not initially incurred to the
Bank (including, without limitation, liabilities and obligations as surety or guarantor), and
(Please see Continuation Sheet C1)

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

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

Continuation page

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

Name Svenska Handelsbanken AB (publ)

Address 3 Thomas More Square

London

Postcode E 1 W 1 W Y

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 Assignment

The Assignor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, assigned to the Bank all of the Assignor's right, title, benefit and interest in and to the Rental Income

2 Fixed Charge

The Assignor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, charged to the Bank by way of first fixed charge the Rental Income Account and all monies from time to time standing to the credit of the Rental Income Account and all rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same

3 Further Security

The Assignor further undertook to grant such further Encumbrances and notices on the same terms as provided in the Assignment as the Bank shall require in relation to any Rental Income payable in respect of any present or future Leases of all or any part of the Property granted by the Assignor

4 Rental Income Account

The Assignor, at the date of the Assignment and with immediate effect from such date, was to instruct (in such form as the Bank may require) all Tenants and other occupiers of the Property to pay all Rental Income to the Bank to deposit into the Rental Income Account and take all steps necessary to ensure compliance with such instructions by such Tenants. In the event that the Assignor fails to issue such instructions to all or any of the Tenants under Clause 4.1 of the Assignment (Payments to Rental Income Account), the Bank shall have power in the name of the Assignor to give such instructions to the relevant Tenants. Save as provided for in Clause 4.3 of the Assignment, the Assignor is not entitled to withdraw or transfer any monies from the Rental Income Account

(please see Continuation Sheet C3)

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

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

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

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

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

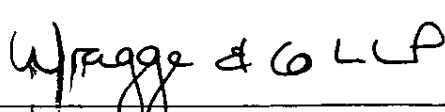
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X  X

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

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Presenter information

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

Contact name Ken Kennedy/2074481/kxk3/arw1

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country UK

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(d) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Assignor or related to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomever and wherever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action taken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to the Assignment or the Secured Assets or arising out of or in any way relating to or in respect of any such indebtedness, liabilities or obligations on a full and unqualified indemnity basis</p> <p>together in each of the cases mentioned in paragraphs (a) to (d) above with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank from or by the Assignor, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgement (the "Secured Obligations")</p> <p>All capitalised terms used in this MG01 and not defined herein shall have the same meaning as set out and given to such term in the Assignment</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5 Restrictions on Dealing

The Assignor shall not without the prior written consent of the Bank create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Security Assets or any part thereof, sell, transfer or otherwise dispose of or deal with any of the Security Assets or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing, part with possession of any freehold or leasehold interest in relation to the Property, grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Assignment and being an agent of the Assignor and the Bank may grant or accept surrenders of leases without restriction, and/or pull down or remove or redevelop or make any material alteration to the whole or any part of the Property or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Assignor except for the purpose of effecting repairs or replacing the same

6 Restrictions on Dealing - Rental Income

The Assignor will not without the Bank's prior written consent do or omit to do anything to terminate or which leads to or causes the determination of or variation or amendment of any agreement under which any Rental Income is payable, make or agree to make any agreement under which any Rental Income is payable, or appoint agents for the collection of Rental Income or management of the Property

7 Appointment of Receiver

At any time on or after the occurrence of a Declared Default or if the Assignor so requests in writing, the Bank may without further notice appoint by writing under hand or under seal any one or more persons either singly, jointly, severally or jointly and severally to be a receiver (each a "Receiver") in respect of all or any part of the property charged by the Assignment and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place

8 Further Assurance

The Assignor shall at its own cost whenever requested by the Bank immediately execute and sign all such Encumbrances deeds, documents and assurances and do all such things as the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the Secured Obligations or to facilitate the realisation of the Security Assets or the exercise of any rights vested in the Bank or any Receiver

The Property

The definition of Property is as follows -

- (a) the land owned by Celsa Wales at Unit 52 Castle Works, East Moors Road, Cardiff, being part of title number WA888245 being the property demised by and more particularly described in a lease dated 18 May 1999 between (1) Mark Donovan & others and (2) Welsh National Opera Limited,
- (b) the land owned by Celsa Wales at Unit 52A Castle Works, East Moors Road, Cardiff, being part of title number WA888245 being the property demised by and more particularly described in a lease dated 10 May 2001 between (1) Mark Donovan & others and (2) Welsh National Opera Limited,
- (c) the land owned by Celsa Wales at Building 54 East Moors Road, Cardiff, being part of title number WA888245 being the property demised by and more particularly described in a lease dated 1 February 2010 between Celsa Wales and Opco Limited,
- (d) the land owned by Celsa Wales, being part of title number WA888245 and which lies to the rear of Building 54 and which is not currently leased to any party and which may be earmarked for development, and
- (e) the land owned by Celsa Wales at Nationwide Access Unit, East Moors Road, Cardiff, being part of title number CYM16175 being the property demised by and more particularly described in a lease dated 7 September 2001 between Mark Donovan & others and Nationwide Access Limited,

including, for the avoidance of doubt, together with, and including the value of, any rights to lay conduits or services under or over and rights of entry and support and such other rights over title numbers WA888245 and CYM16175 as would be necessary for the beneficial use and enjoyment of the properties described in paragraphs (a) to (e) above

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4578079
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL
INCOME DATED 27 MARCH 2013 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 UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 5 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 APRIL 2013

DX