

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company.

☐ **What this form is for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against a company.  
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COMPANIES HOUSE

Please  
go to  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

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

9

**Filing in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?  
→ Before 06/04/2013. Complete **Part A and Part C**  
→ On or after 06/04/2013. Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 2 7 0 3 2 0 1 3

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\* 9

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument 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")

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

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**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged.

Short particulars

See short particulars and continuation sheets from the original registration form MG01 attached

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

**B1**

**Charge code**

Please give the charge code. This can be found on the certificate.

Charge code <sup>❶</sup>

-     -

**❶ Charge code**

This is the unique reference code allocated by the registrar.

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**Part C To be completed for all charges****C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied.  
Please tick the appropriate box.

☒ In full  
☐ In part

**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Cleary Gottlieb Steen &amp; Hamilton LLP

Please give the address of the person delivering this statement

Building name/number

2

Street

London Wall Place

Post town

London

County/Region

Postcode

E C 2 Y 5 A U

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in  
the charge

Solicitor on behalf of chargor

**C3****Signature**

Please sign the form here.

Signature

Signature

X Cleary Gottlieb Steen & Hamilton LLP X

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Statement of satisfaction in full or in part of a charge

**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. The contact information you give will be visible to searchers of the public record.

Contact name **Ian Chin**

Company name **Cleary Gottlieb Steen & Hamilton LLP**

Address **2 London Wall Place**

Post town **London**

County/Region

Postcode **E C 2 Y 5 A U**

Country **United Kingdom**

DX

Telephone **020 7614 2200**

**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.

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date.  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

- ☐ **Part B Charges created on or after 06/04/2013**  
 You have given the charge code.

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1.  
 You have given the details of the person delivering this statement in Section C2.  
☐ You have signed the form.

**Important information**

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

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

MG01

Particulars of a mortgage or charge

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**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	

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**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)

# MG01 - continuation page

## Particulars of a mortgage or charge

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### 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 or 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