

# 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 NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP or a  
LL MR04.

FRIDAY



LD5 \*L7WU4LN\* 11/01/2019 #82  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 6 6 1 5 7 5  
Company name in full CELSA STEEL (UK) LIMITED (the "Company")

3

**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 8 0 4 2 0 0 4

### A2 Charge number

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

Charge number\* 3

### 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 Supplemental Deed of Charge dated 28 April 2004 between (1)  
Celsa Steel (UK) Limited; and (2) Bank of America, National  
Association (the "Deed").

**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

The Company with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations has charged to the Security Trustee by way of fixed charge the Euro Receivables Account (as defined below) and the Ancillary Rights (as defined below) relating thereto.

Note:

1. The security constituted by the Deed secures present and further advances. Each Bank (as defined below), by the Security Trustee's execution of the Deed, has agreed to make further advances subject to and in accordance with the terms of the Syndicated Credit Agreement (as defined below).

[See continuation sheets from the original Form No. 395]

**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 ①

-  -

**① 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 & 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 Greater London

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 the Chargor

**C3 Signature**

Please sign the form here.

Signature

Signature

X Cleary Gottlieb Steen & Hamilton LLP X

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

Contact name	Paola Stratta
Company name	Cleary Gottlieb Steen & Hamilton LLP
Address	2 London Wall Place
Post town	London
County/Region	Greater London
Postcode	E C 2 Y 5 A U
Country	England
bx	
Telephone	020 7614 2225

**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)

Please do not  
write in this  
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

2. The Company has covenanted with the Security Trustee that it will not, without the prior written consent of the Security Trustee, withdraw any sums for the time being standing to the credit of any Euro Receivables Account.

3. The Company has agreed that it will not create or permit to subsist any encumbrance on or over the Collateral or any interest therein ranking in priority to, *pari passu* with or subsequent to the security constituted or intended to be constituted by the Deed; or

**Definitions:**

"Account" means in relation to the Company, its right to payment for a sale and delivery of goods;

"Account Debtor" means each person having any obligation on or in connection with an Account;

"Ancillary Rights" means the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due in respect of Receivables, the benefit of all covenants and undertakings from Account Debtors in relation to the Accounts and the benefit of all other causes and rights of action against Account Debtors in respect of amounts due and to become due under their Accounts;

"Collateral" means all of the Company's undertaking and all of its other business, property, assets and rights (including its Inventory) and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the security constituted or intended to be constituted by the Deed;

"Euro Receivables Account" means the account entitled Celsa Steel (UK) Limited (Sort Code: 16-50-50, Account Number: 6008 65716030) (or any renamed, substituted or replacement account therefor) to which the Receivables (as defined below) denominated in Euro from time to time are paid or credited together with all monies from time to time standing to the credit of any such account.

"Finance Documents" means as defined in the Syndicated Credit Agreement, the Syndicated Credit Agreement 2003 (as amended), the Security Documents, the Hedging Agreements, the Buy Back Agreement, the Fees Letter, the Celsa UK Group Undertaking and any other agreement, deed, notice, document or certificate entered into pursuant thereto or otherwise in connection therewith from time to time;

"Hedging Agreements" means interest rate hedging agreements entered into between the Company and the Agent or other banker of financial institutions reasonably acceptable to the Agent in the approved terms;

"Receivables" means all present and future book and other debts, revenues and claims, whether actual or contingent due or owing to the Borrower by Account Debtors in relation to the Accounts and the benefit of all related rights and remedies including, without limitation, under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens;

(See Continuation Sheet).

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

"Secured Parties" means each of the Banks, the Agent, the Issuing Bank and the Security Trustee.

"Syndicated Credit Agreement" means the Syndicated Credit Agreement dated 18 February 2003 between (1) Celsa Steel (UK) Limited, (2) Bank of America, National Association (as Issuing Bank, Agent and Security Trustee) and (3) Certain Banks and Financial Institutions.

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