



## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in  
this margin

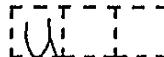
M 212

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company



2248734

\* Court &amp; Gregson Limited LTD

Date of creation of the charge

7th December 1988

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

Debenture

Amount secured by the mortgage or charge

All monies then or at any time thereafter due or owing by Court & Gregson Limited ("the Company") to Westpac Banking Corporation on any account and to discharge all other liabilities, whether actual or contingent then existing or thereafter incurred by the Company or Westpac (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name firm or style and whether as principal or surety) together with interest, discount, commission and other banking charges

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

Westpac Banking Corporation

Walbrook House, 23 Walbrook

London

Postcode

EC4N 8LD

Presenter's name, address and  
reference (if any):

12/12/88  
Clifford Chance  
Blackfriars House  
19 New Bridge Street  
London  
EC4V 6BY  
Ref PDS/W0811/0033/NMRJ

Time critical reference

For official use  
Mortgage section

REGISTERED

12 DEC 1988

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

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

1. By way of fixed charge (which so far as it then related to land in England Wales and Northern Ireland vested in the Company shall be a charge by way of legal mortgage):-

- (a) All that freehold property known as Norbiton House, 11 Maitland Road, Reading in the County of Berkshire as the same is registered at H.M. Land Registry with title number BK 117570 and ✓
- (b) all estates and other interests in freehold leasehold and other immovable property wheresoever situate then or thereafter belonging to the Company (including without limitation the freehold and leasehold property if any in England and Wales specified or referred to above) and all buildings trade and other fixtures fixed plant and machinery from time to time any such freehold, leasehold and other immovable property ✓

(continued)

Particulars as to commission allowance or discount (note 3)

Signed Clifford Chance Date 9<sup>th</sup> Dec 1988

On behalf of [company] [mortgagee/chargee]\*

\*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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crinascott Street, London SE1 5TS

1985 Edition  
11.85 F5820  
5010503  
\* \*

Companies M395

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

do not  
write in this  
margin

Continuation sheet No. \_\_\_\_\_  
to Forms Nos 395 and 410 (Scot)

Company number

2248734

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

Name of company

Court & Gregson

Limited\*

\*Delete if  
inappropriate

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

2. By way of Assignment

- (a) the benefit of any guarantees given at any time in respect of payment of any rent reserved by or performance and observance of any tenant's covenants contained in any leases to which the Mortgaged Property (as defined in the Debenture dated 7th December 1988) ("the Debenture") is for the time being subject
- (b) the benefit of all rights and claims of the Company against any person who is or who at any time has been or may become tenant of the Mortgaged Property (as defined in the Debenture)
- (c) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the Architects Quantity Surveyors and Consulting Engineers now or at any time engaged by the Company in relation to the Mortgaged Property (as defined in the Debenture) and the manufacturers suppliers or installers of all plant machinery fixtures and fittings and other items then or from time to time in the buildings erected or to be erected on the Mortgaged Property (as defined in the Debenture) and any other person firm of company then or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act of omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and any other items or other wise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons.

3. By way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever present and future other than any property or assets from time to time or for the time being effectively charged to Westpac by way of fixed charge legal mortgage or assignment pursuant to the Debenture

4. The Company is not without the previous Written consent of Westpac to create grant extend or permit to subsist any mortgage or other fixed security or any floating charge or any pledge hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind on or over the Mortgaged Property (as defined in the Debenture). This prohibition shall apply to mortgages other fixed securities and floating charges which rank or purport to rank in point of security in priority or pari passu to the security hereby constituted.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 7th December 1988  
and created by COURT & GREGSON LTD

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Westpac Banking Corporation

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 12th December 1988

Given under my hand at the Companies Registration Office,  
Cardiff the 29 DEC 1988

No. 2248734

Certificate and instrument received by

..... L. S. ....

..... K. P. ....

Date ..... 6.1.1989 .....

*P. T. Davies*

P. T. DAVIES

an authorised officer



Please do not  
write in  
this margin

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

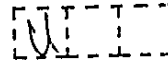
# 395

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number



2248734

Name of company

\* ~~COURT-GREGSON LIMITED~~

COURT & GREGSON LTD

Date of creation of the charge

22nd December 1988

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies due

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

GAMLESTADEN PLC

49 CHARLES STREET

LONDON

Postcode W1X 7PA

Presentor's name, address and  
reference (if any):

MICHAEL ROSCOE, ALTER & CO.  
11 BENTINCK STREET,  
LONDON W1M 6BP  
SA/G.2003

For official use  
Mortgage section

REGISTERED

-7 JAN 1989

Post room

COMPANIES HOUSE  
-7 JAN 1989

M

20

Time critical reference

Short particulars of all the property mortgaged or charged

FIRSTLY ALL THAT freehold property known as 17 Brunswick Hill as the same is registered with Title Absolute at H.M. Land Registry under Title Number BK 262607 and  
SECONDLY all that freehold property known as 17A Brunswick Hill as the same is registered with Title Absolute at H.M. Land Registry under Title Number BK204982  
together with all fixtures present and future (other than trade machinery) Together further with all goodwill of any trade or business carried on now or hereafter by the Company at the premises  
THIRDLY the floating charge over the undertaking and property and other assets of whatsoever nature both present and future including uncalled capital of the Company

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed MICHAEL ROSCOE, ALTER & CO.

Date 6th January 1989

On behalf of [company] [mortgagee/chargee]

\*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.

Page 2



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1985 Edition  
11.85 F5820  
6010503

Companies M395



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 22nd December 1988  
and created by COURT & GREGSON LTD

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Gamlestaden PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 7th January 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 22 JAN 1989

No. 2248734

*P. T. Davies*

P. T. DAVIES

an authorised officer

Certificate and instrument received by

.....POST.....

.....  
Date .....24/1.....

n/R. BR

C.69a





COMPANIES FORM No.405(1)

**Notice of appointment of receiver or manager****405(1)**

Pursuant to section 405(1) of the Companies Act 1985

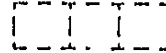
Please do not write in this binding margin

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

To the Registrar of Companies

For official use

Company number



2248734

Name of company

Court Gregson Limited

\* insert full name of company

XXWe Gamlestaden plc

of 14 South Audley Street, London, W1Y 5DP

give notice that

636/12

L0000653/2

o insert name and address of receiver/manager

o IAN PETER PHILLIPS and DAVID JULIAN BUCHLER both of  
Messrs Buchler Phillips, of 84 Grosvenor Street, London W1X 9DF

† delete as appropriate

~~was~~ were appointed as (receiver)(manager)(receiver and manager) of (part of) the property of the company.

The appointment was made by

§ name of court making the order

~~the order of the court~~

XXXXXX

† enter description and date of the instrument under which appointment is made, and state whether it is a debenture secured by a floating charge

XXW/us on 3 June 1991 under the powers contained in one mortgage dated 22 December 1988 made between the Company of the one part and Gamlestaden plc of the other part

Signed

Date 13/2/75

Presenter's name address and reference (if any):

For official Use  
Liquidation Section

Post room

REGISTERED

21 FEB 1995

Time critical reference

812 1AQQMX93LA 69  
COMPANIES HOUSE 21702795

Call 24hrs

8/0152

Companies Form 405(2)  
Notice of Ceasing to Act as Receivers  
or Managers

405(2)

To the Registrar of Companies

for official use

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Company number

2248734

Name of Company

COURT GREGSON LIMITED

We  
of

I P PHILLIPS  
84 Grosvenor Street  
London  
W1X 9DF

D J BUCHLER

give notice that we ceased to act as joint receivers of the above company on 1 September 1993

REGISTERED

21 FEB 1995

Signed

Date 16 January 1995

I P PHILLIPS  
Buchler Phillips  
84 Grosvenor Street  
London  
W1X 9DF

for Official Use



A12 \*AQQMV93J\* 67  
COMPANIES HOUSE 21/02/95

COMPANIES HOUSE 20/01/95