

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

19/11 FEB / W

Please do not write in this margin

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

To the Registrar of Companies

For official use

Company number

[ ]

2186974

Name of company

\* GLENWING PROPERTIES LIMITED ("THE COMPANY")

Date of creation of the charge

5th February 1988

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

FIRST LEGAL CHARGE

Amount secured by the mortgage or charge

The "Mortgage Debt" being:-

(i) The Drawings (as defined in a Loan Agreement made the day of 5th February 1988 between Citibank, N.A. "the Mortgagee" (as Lender) (1) The Company (as Borrower) (2) and Winglaw Group Limited and John Mowlem and Company PLC (as Guarantors) (3) and all interest and other money covenanted to be paid by the Borrower pursuant to the said Loan Agreement; and

(ii) All other monies liabilities interest costs charges and expenses at the time the above-mentioned Charge was entered into or subsequently due or owing from the Company (whether alone or jointly with any other person) to the Mortgagee on any account whatsoever whether current or otherwise and whether actually or contingently or whether as principal debtor guarantor surety or otherwise howsoever.

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

Citibank, N.A. of Citibank House, 336 Strand, London (A company incorporated under the laws of the United States of America and carrying on the business of banking.)

Postcode

WC2R 1HB

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

Linklaters & Paines  
Barrington House  
59-67 Gresham Street  
LONDON EC2V 7JA

For official Use  
Mortgage Section

REGISTERED

10 FEB 1988

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of first Legal Mortgage the freehold property known as 6-8 Alie Street, London E1 registered at H.M. Land Registry with freehold title absolute under Title Number 122004 and each and every part thereof including all buildings and fixtures, fittings, plant, machinery, apparatus, goods and materials (not being personal chattels within the Bills of Sale Acts 1878 to 1882) now or subsequently on or belonging thereto and all rights powers easements and liberties attached or appurtenant thereto.
2. By way of Floating Charge ranking first in order of priority all other the undertaking of the Company and all other its property assets and rights whatsoever present and future.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 5th February 1988

On behalf of [company] [mortgagor/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.



## 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 5th February 1988  
and created by GLENWING PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Citibank, N.A.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 10th February 1988

Given under my hand at the Companies Registration Office,  
Cardiff the 19 FEB 1988

No. 2186974

Certificate and instrument received by

.....  
.....  
Date 22/2

W. M. GIBSON  
an authorised officer



COMPANIES FORM No. 395

## Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

☒ ☐ ☐ ☐ ☐

2186974

M102

Name of company

\* GLENWING PROPERTIES LIMITED ("the Company")

Date of creation of the charge

21st September 1990

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

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL MONIES DEBTS AND LIABILITIES WHICH NOW ARE OR HAVE BEEN OR AT ANY TIME HEREAFTER MAY BE OR BECOME DUE OWING OR INCURRED BY THE COMPANY TO THE LENDER ON ANY CURRENT OR OTHER ACCOUNT OR OTHERWISE IN ANY MANNER WHATSOEVER (IN EACH CASE WHETHER ALONE OR JOINTLY OR JOINTLY AND SEVERALLY WITH ANY OTHER PERSON WHETHER ACTUALLY OR CONTINGENTLY AND WHETHER AS PRINCIPAL DEBTOR GUARANTOR SURETY OR OTHERWISE)

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

CITIBANK, N.A. of CITIBANK HOUSE, 336 STRAND, LONDON (a Company incorporated under the laws of the United States of America and carrying on the business of banking)

Postcode

WC2R 1HB

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

LINKLATERS & PAINES (CAUM)  
BARRINGTON HOUSE,  
59/67 GRESHAM STREET,  
LONDON. EC2V 7JA

For official Use  
Mortgage Section

Post room



Time critical reference

(ii) By way of Floating Charge ranking behind the first Legal Mortgage but otherwise first in order of priority to any other security all other the undertaking of the Company and all other its property assets and rights whatsoever present and future including the Property.

NIL

Signed

Date 21<sup>st</sup> September 1990

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.

FILE COPY



**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 21st SEPTEMBER 1990  
and created by GLENWING PROPERTIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to CITIBANK N.A.

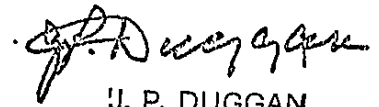
on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 25th SEPTEMBER 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 28th SEPTEMBER 1990

No. 2186974

P  
28/9

  
J. P. DUGGAN  
an authorised officer

C.69a

**M**

Please do not  
write in  
this margin

**CHA 116**

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

\*Insert full name  
of company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

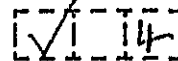
Pursuant to section 395 of the Companies Act 1985

M16

To the Registrar of Companies

For official use

Company number



2186974

Name of company

\*Glenwing Properties Limited (the "Company")

Date of creation of the charge

1 February 1993

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

Floating Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned mortgagee/chargee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever together with interest to the date of repayment (as well after as before any judgement) at such rate or rates as may from time to time be stipulated by the Chargee

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

The Hongkong and Shanghai Banking Corporation Limited

PO Box 199 99 Bishopsgate

London

Postcode

EC2P 2LA

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

Brecher & Co  
78 Brook Street  
London W1Y 2AD

PAS/JF/18110

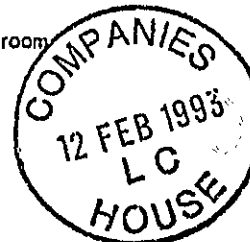
Time critical reference

For official use  
Mortgage Section

**REGISTERED**

12 FEB 1993

Post room



Floating Charge over all of the Company's undertaking property and other assets of whatsoever nature both present and future including the Company's uncalled capital for the time being (hereinafter called the "Property")

NOTE (inter alia)

The Company shall not during the continuance of the security hereby constituted create or purport or attempt to create or permit to subsist any mortgage charge lien right of set-off or other security interest or other encumbrance on any of the Property

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)

Nil

Signed Becher P Co

Date 11/2/93

On behalf of [company] (mortgagee/chargee) †

† delete as  
appropriate

- 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.





**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 1st FEBRUARY 1993  
and created by GLENWING PROPERTIES LIMITED

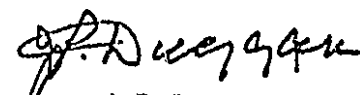
for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to THE HONGKONG AND SHANGHAI BANKING  
CORPORATION LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 12th FEBRUARY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 18th FEBRUARY 1993

No. 2186974

  
J. P. DUGGAN  
an authorised officer

C.69a

LC18/2

# M

Please do not  
write in  
this margin

CHA 118

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

\*Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

MIS

To the Registrar of Companies

For official use

Company number

[1113]

2186974

Name of company

\*Glenwing Properties Limited (the "Company")

Date of creation of the charge

1 February 1993

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

Legal Charge

Amount secured by the mortgage or charge

All or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the below mentioned chargee/mortgagee (the "Chargee") by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Chargee on any account whatsoever/ together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be stipulated by the Chargee together with any other sums defined as "Indebtedness" in the above mentioned Legal Charge

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

The Hongkong and Shanghai Banking Corporation Limited

PO Box 199 99 Bishopsgate

London

Postcode

EC2P 2LA

15/2  
Presentor's name address and  
reference (if any);

Brecher & Co  
78 Brook Street  
London W1Y 2AD

PAS/JF/18110.3A

Time critical reference

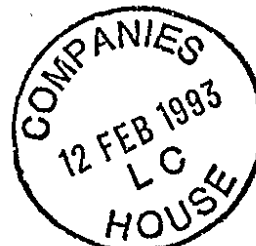
For official use

Mortgage Section

Post room

REGISTERED

12 FEB 1993



See continuation sheets 1 and 2

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N11

Signed *Brecher & Co*

Date *11/2/93*

On behalf of ~~company~~ (mortgagee/chargee) †

† delete as  
appropriate

- 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.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

2186974

Name of Company

Glenwing Properties Limited (the "Company")

Limited\*

\* delete if  
inappropriate

## Short Particulars of Property Mortgaged or Charged (Continued)

1. First fixed Legal Mortgage over all that freehold land known as 6 and 8 Alie Street Whitechapel in the London Borough of Tower Hamlets as the same is registered at HM Land Registry with Title Absolute under Title Number 122004 (the "Mortgaged Property") together with all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter belonging to it and all improvements and additions thereto.
2. First floating charge over all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property.
3. First fixed legal charge over all rents now owing or hereafter to become owing to the Company in respect of the Mortgaged Property.
4. First fixed legal charge over all the Company's interest in all or any monies received or to be received by it or its agents or solicitors or owing or becoming owing to it (whether such monies are received or to be received by or are owed or become owing to the Company by way of deposit or on account of the purchase price or as stakeholder or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage or other dealing with the Mortgaged Property or any part thereof or in respect of any compensation or other payment relating to the Mortgaged Property or any part thereof
5. First fixed legal charge over all the Company's interest in and rights under any contracts or agreements for the sale, purchase, leasing, mortgaging, carrying out of works to, development or redevelopment of or other dealing with the Mortgaged Property or any part thereof (including for the avoidance of doubt its rights against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements).

Short Particulars of Property Mortgaged or Charged (Continued)

6. First fixed legal charge over all the Company's right to and interest in any proceeds of sale of the whole or any part of the Mortgaged Property which may at any time be held or received by it or anybody else.

7. In the event that the Mortgaged Property or any part thereof shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, the Company agrees upon such interest becoming a legal freehold or leasehold interest it (such interest) shall automatically and without the need for any further assurance be charged to the Chargee by way of first fixed legal mortgage.

NOTE (inter alia)

(a) The statutory powers and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies and approving assignments or underlettings of leases or tenancies of the Mortgaged Property or alterations or additions to the Mortgaged Property or any part thereof shall not be capable of being exercised without the previous written consent of the Chargee.

(b) The Company may not create or purport or attempt to create any mortgage charge or incumbrance on the Mortgaged Property or any floating charge over the assets of the Company without the Chargee's prior written consent.

(c) The Company may not without the previous written consent of the Chargee dispose or agree to dispose of the whole or any part of the equity of redemption of the Mortgaged Property nor exercise any power of leasing or creating any interest in the Mortgaged Property.

(d) The Company may not alter or vary or agree to alter or vary the terms of any lease of the Mortgaged Property whether such lease be a lease under which the Company holds the Mortgaged Property or superior thereto or derived out of the interest therein of the Company.

(e) The Company may not agree the review of the rent payable under any lease granted in respect of the Mortgaged Property without the prior consent in writing of the Chargee to the amount of such review.

(f) In the event that a receiver or manager is appointed over the Mortgaged Property he may require the Chargee to lend to him as agent for the Company (so that such loan shall be deemed to be a further advance by the Chargee to the Company) such monies as in his reasonable opinion shall be required to commence and/or carry out and/or complete any development of or other works at or to the Mortgaged Property



**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 1st FEBRUARY 1993  
and created by GLENWING PROPERTIES LIMITED

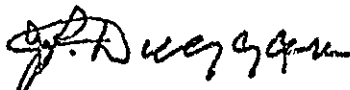
for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to THE HONGKONG AND SHANGHAI BANKING  
CORPORATION LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 12th FEBRUARY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 18th FEBRUARY 1993

No. 2186974

  
J. P. DUGGAN  
an authorised officer

C.69a

LC 18/2