

MG04

Statement that part [or the whole] of the property
charged (a) has been released from the charge,
(b) no longer forms part of the company's property



What this form is for
You may use this form to
register a statement that part
or the whole of the property
has a) been released from
the charge or b) ceased to
form part of the property

What this form is NOT for
You cannot use this form to
register a statement that part
the whole of the property a)
been released from the charge
b) no longer forms part of the
company's property for a
company registered in Scot
To do this, please use MG04

FRIDAY



LD6

L1E1K86R

27/07/2012

#119

COMPANIES HOUSE

1	Company details	For official use
Company number	0 4 1 9 5 5 6 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Colliers International UK Plc (In Administration) ("Chargor")	

2	Creation of charge	You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' The date of registration may be confirmed from the certificate
Date charge created	0 2 / 0 4 / 2 0 0 9 /	
Description	Charge over shares ("Deed") ✓	
Date of registration	0 9 / 0 4 / 2 0 0 9 /	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	Barclays Bank Plc ("Lender")	
Address	1 Churchill Place, London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Continuation page

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

Short particulars

In consideration of the Secured Obligations, the Chargor as legal and beneficial owner CHARGED to the Lender as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities covenanted under the Deed to be paid or otherwise secured by way of first fixed charge all of its present and future shares in the Company, including (but not limited to) those shares in the Company specified in the attached annex 1, together with any substituted securities which the Chargor may now or hereafter hold or beneficially own in the Company which, or the certificates or other documents for which, are now or are after lodged with or held by the Lender or its representatives correspondents or agents or transferred to or registered in the name of the Lender or its nominees by or for the Chargor (whether so lodged held transferred or registered for safe custody collection security or for any specific purpose or generally) including all dividends, interest or other distributions hereafter paid or payable or made in respect of the same and all allotments, accretions, of fers, rights, benefits, and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect thereof (all of which are herein collectively referred to as the "Securities") so that the Lender shall not in any circumstances incur any liability whatsoever in respect of any calls instalments or otherwise in connection with the Securities

5

Property released or ceased to belong to the company

I confirm that with respect to the charge described above that

- ☐ part of the property
☒ the whole of the property

has

- ☐ been released from the charge
☐ ceased to form part of the company's property or undertaking
☒ been released from the charge and ceased to form part of the company's property

Please tick one box only

6

Signature

Please sign the form here

Signature

X

Handwritten signature

X

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

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property

Oyez

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Continuation sheet 1-

Covenants by the Chargor

1. The Chargor covenanted with the Lender that during the continuance of the Deed the

Chargor will at all times:-

- (c) not (without the prior consent in writing of the Lender);
- (i) permit any person other than the Chargor to be registered as holder of the Securities or any part thereof; or
- (ii) create or purport to create or permit to subsist any mortgage, debenture, charge, lien or encumbrance (other than in favour of the Lender) on or over the Securities or any part thereof or interest therein; or
- (iii) sell transfer or otherwise dispose of the Securities or any part thereof or interest therein or attempt or agree to do so (other than a sale, transfer or disposal which is a Permitted Disposal, as that term is defined in the Facilities Agreement); and
- (d) not to cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Lender of the Securities hereby charged.

2. The Chargor further covenanted and agreed with the Lender that:-

- (c) the Chargor will not create or purport to create any subsequent mortgage, charge, assignment or other disposition affecting the Securities or any part thereof or interest therein without the prior consent in writing of the Lender.
- (d) the Chargor will not permit any person other than the Chargor, the Lender, the Lender's nominee, any receiver appointed hereunder or any purchaser from the Lender or any such receiver to be registered as holder of the Securities.
- (e) that there is not now pending against the Chargor nor is there to the best of the Chargor's knowledge or belief being threatened any litigation or any proceedings which might affect the Securities or the continued operation of the company's business, save as previously disclosed to the Lender and the details of which the Lender has acknowledged in writing.

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property

Oyez

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Continuation sheet 2:

11. Set Off

The Lender may (but shall not be obliged to) at any time and from time to time as a continuous right, without notice or demand:- (i) apply in or towards satisfaction of the securities any credit balance (whether or not then due and irrespective of the currency of the balance) in any account of the Chargor with any office of the Lender wheresoever situate; and (ii) combine or consolidate all or any accounts (whether or not due and irrespective of the respective currencies thereof) of the Chargor with any office or offices of the Lender wheresoever situate and for such purposes the Lender is irrevocably authorised to use all or any part of any credit balance in any such account as it shall see fit to purchase such other currencies (if any) as may be necessary to effect any such application combination or consolidation without being in any way liable to the Chargor in consequence of or arising out of any such purchase. The rights of the Lender under this clause are without prejudice and in addition to any right of set-off combination or consolidation of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

5. Further assurance

The Chargor shall at any time if and when required by the Lender execute such further legal or other charges or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Securities and all rights relating thereto both present and future (including any substituted securities and any vendor's lien) and any other transfers or documents the Lender may from time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured and such further charges or assignments to be prepared by or on behalf of the Lender at the cost of the Chargor and to contain an immediate power of sale without notice, a clause excluding the restrictions contained in Section 20 of the Conveyancing and Law of Property Act, 1881 and any amendments thereto and such other clauses for the benefit of the Lender as the Lender may reasonably require.

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property

Oyez

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company.

Short particulars

Continuation sheet 3:

8. Power of Attorney

The Chargor by way of security irrevocably appointed the Lender and the persons deriving title under it severally to be the attorney of the Chargor, and in the name and on behalf and as the act and deed of the Chargor or otherwise to exercise and complete in favour of the Lender or its nominees or of any purchaser any transfers or other documents which the Lender may require for perfecting its title to or for vesting the Securities in the Lender or its nominees or in any purchaser and to make any alteration or addition to the Securities comprised therein or any other alteration or addition thereto and shall re-deliver the same thereafter and otherwise generally to sign seal and deliver and otherwise perfect such transfers or documents and any such legal or other charges or assignments over the Securities required by the Lender and all such deeds assurances agreements and documents and to do all such acts and things as may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient on or in connection with any sale or other disposition realisation or getting in by the Lender or its nominees of the Securities or any part thereof or in connection with any other exercise of any power hereunder. The Chargor covenanted with the Lender that on request it will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Lender in the exercise or purported exercise of its powers and the Chargor irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender by the Chargor. The appointment of the attorney under this clause shall be terminated immediately upon the full and final payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured by the Deed.

Annexes to Form 395

Annex 1 - Charged shares

Company in which shares are held.	JS (City) Limited
Class of shares held:	£1.50 Ordinary
Number of shares held:	5,700

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been
released from the charge; (b) no longer forms part of the company's property

Oyez

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been
released from the charge or ceased to belong to the company

Short particulars

Continuation sheet 4:

Annexes to Form 395

Annex 2 - Original Charging Companies

Company name	Registered number	Registered office
Colliers CRE Plc	4195561	9 Marylebone Lane, London W1U 1HL
Colliers Capital UK Plc	4438904	9 Marylebone Lane, London W1U 1HL
Gooch Webster Group Limited	4252230	9 Marylebone Lane, London W1U 1HL
Gooch Webster Holdings Limited	3477098	9 Marylebone Lane, London W1U 1HL
Deanwater Estates Limited	3065400	9 Marylebone Lane, London W1U 1HL
Deanwater Estates (Bollinwater) Limited	4438903	9 Marylebone Lane, London W1U 1HL
Locum Consulting Group Limited	5234437	9 Marylebone Lane, London W1U 1HL
Locum Destination Consulting Limited	3801514	9 Marylebone Lane, London W1U 1HL
Locum Destination Consulting (Kazakhstan) Limited	3751526	9 Marylebone Lane, London W1U 1HL
Colliers Godfrey Vaughan Limited	6544827	9 Marylebone Lane, London W1U 1HL
Godfrey Vaughan Management Company Limited	3992919	9 Marylebone Lane, London W1U 1HL

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



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

Company name

DLA Piper UK LLP

Address

3 Noble Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 2 V 7 E E

Country

DX

Telephone

020 7796 6666



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ 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 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