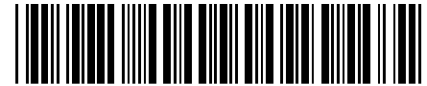




Registration of a Charge

Company name: **C.G.I.S. GEE STREET LIMITED**
Company number: **09174136**



X3J6H95S

Received for Electronic Filing: **24/10/2014**

Details of Charge

Date of creation: **24/10/2014**

Charge code: **0917 4136 0001**

Persons entitled: **LAW DEBENTURE TRUSTEES LIMITED (OR SUCH OTHER TRUSTEE FROM TIME TO TIME)**

Brief description: **FIRST LEGAL MORTGAGE OVER THE PROPERTY KNOWN AS 15-27 (ODD NUMBERS) GEE STREET AND 66-74 (EVEN NUMBERS) BASTWICK STREET AND REGISTERED WITH FREEHOLD TITLE ABSOLUTE AT THE LAND REGISTRY UNDER TITLE NUMBER LN27385, TOGETHER WITH ALL BUILDINGS AND ERECTIONS AND FIXTURES AND FITTINGS AND FIXED PLANT AND MACHINERY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9174136

Charge code: 0917 4136 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2014 and created by C.G.I.S. GEE STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2014 .

Given at Companies House, Cardiff on 27th October 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 24 October 2014

- C.G.I.S. GROUP LIMITED (1)
- C.G.I.S. CITY PLAZA SHARES LIMITED (2)
- C.G.I.S. GEE STREET LIMITED (3)
- C.G.I.S. BASTWICK STREET LIMITED (4)
- C.G.I.S. GOSWELL ROAD LIMITED (5)
- C.G.I.S. TUDOR STREET LIMITED (6)
- LOTRA LIMITED (7)
- and
- LAW DEBENTURE TRUSTEES LIMITED (8)

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Sign & Dated Norton Rose Fulbright LLP
24 October 2014

SIXTY-FIFTH SUPPLEMENTAL TRUST DEED

 NORTON ROSE FULBRIGHT

THIS DEED is made on

24 October

2014

BETWEEN:

- (1) **C.G.I.S. GROUP LIMITED** (Company No. 01639334) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (the **Company**);
- (2) **C.G.I.S. CITY PLAZA SHARES LIMITED** (Company No. 04220086) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (**City Plaza**);
- (3) **C.G.I.S. GEE STREET LIMITED** (Company No. 09174136) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (**Gee Street**);
- (4) **C.G.I.S. BASTWICK STREET LIMITED** (Company No. 09174124) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (**Bastwick Street**);
- (5) **C.G.I.S. GOSWELL ROAD LIMITED** (Company No. 09174143) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (**Goswell Road**);
- (6) **C.G.I.S. TUDOR STREET LIMITED** (Company No. 05849787) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (**Tudor Street**);
- (7) **LOTRA LIMITED** (Company No. SC007173) whose registered office is at 16 Charlotte Square, Edinburgh, EH2 4DF (**Lotra**); and
- (8) **LAW DEBENTURE TRUSTEES LIMITED** (Company No. 00625705) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX.

SUPPLEMENTAL to a Trust Deed (the **Principal Deed**) dated 14 September 1994 constituting and securing £100,000,000 9 5/8 per cent. First Mortgage Debenture Stock 2019 of the Company (being the **Original Stock**), a First Supplemental Trust Deed dated 20 September 1994, a Second Supplemental Trust Deed (the **Second Supplemental Deed**) dated 14 October 1994 constituting and securing a further £45,999,570 9 5/8 per cent. First Mortgage Debenture Stock 2019 of the Company (being the **New Stock**) and all deeds supplemental thereto (together the **Existing Deeds**).

WHEREAS:

- (A) The whole of the Original Stock and the New Stock is outstanding at the date hereof.
- (B) Each of Lotra, City Plaza and Tudor Street is a Charging Subsidiary.
- (C) Each of Gee Street, Bastwick Street and Goswell Road is a wholly-owned subsidiary.
- (D) Under clause 9.1 of the Principal Deed the Company may from time to time introduce any Subsidiary as a Charging Subsidiary subject as therein provided. In pursuance of the power reserved by clause 9.1 of the Principal Deed, the Company wishes to introduce each of Gee Street, Bastwick Street and Goswell Road as a Charging Subsidiary.
- (E) Each of Gee Street, Bastwick Street and Goswell Road, being of the belief that it will be to its benefit and interest and in the furtherance of its objects to do so, has agreed to join in these presents for the purpose of giving collateral security for the Stock.
- (F) Pursuant to a fifty-fifth supplemental trust deed dated 26 October 2006 (the **Fifty-Fifth Supplemental Deed**), Tudor Street charged in favour of the Trustee by way of first legal mortgage the property described in Part A of Schedule 1 hereto (the **Tudor Street Property**) as security for the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other moneys payable or to become payable under or pursuant to or secured or intended to be secured by these presents so as to form part of the Specific Security.

- (G) Pursuant to a sixty-first supplemental trust deed dated 25 July 2011 (the **Sixty-First Supplemental Deed**), Lotra charged in favour of the Trustee by way of first legal mortgage the properties described in Part B of Schedule 1 hereto (the **Rowley Regis Properties**) as security for the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other moneys payable or to become payable under or pursuant to or secured or intended to be secured by these presents so as to form part of the Specific Security.
- (H) Under clause 11.1 of the Principal Deed, the Company or (with the consent of the Company) a Charging Subsidiary may withdraw all or any part of the Specific Security charged by it which shall be approved by the Trustee for release from the Specific Security upon the Company or (with the consent of the Company) any Charging Subsidiary charging in favour of the Trustee and to its satisfaction by way of first legal mortgage, eligible property or paying to the Trustee a sum of money so as, in each case, to form part of the Specific Security, or partly in one way and partly in the other, provided that the Trustee shall be satisfied as to the conditions stated in paragraphs (a) and (b) of clause 11.1 aforesaid.
- (I) Pursuant to clause 11.1 aforesaid, each of Tudor Street and Lotra wishes to withdraw respectively the Tudor Street Property and the Rowley Regis Properties from the Specific Security (the **Released Properties**) and City Plaza wishes to withdraw £3,765,000 from the Specific Security (the **Released Sum**) on the basis that each of Gee Street, Bastwick Street and Goswell Road charges in substitution therefor in favour of the Trustee by way of first legal mortgage each of the respective properties described in Parts C to E of Schedule 1 hereto (together the **Clerkenwell Properties**) so as to form part of the Specific Security and the Company has consented to such release and substitution (the **Release and Substitution**).
- (J) The Company has produced to the Trustee valuations dated the date hereof made by DTZ Debenham Tie Leung (the **Valuers**) and in respect of the Released Properties and in respect of each of the Clerkenwell Properties, such professional Valuers having been approved by the Trustee for the purpose of preparing such valuations, which confirms that the aggregate value of the Released Properties is £20,250,000 and the aggregate value of the Clerkenwell Properties is £24,420,000.
- (K) The Auditors have reported to the Trustee that immediately following the Release and Substitution contained herein the net annual income receivable from the Specific Security is not less than one and a quarter times the gross annual interest on the Stock then outstanding and the value of the Specific Security will not be less than one and two-thirds times the aggregate nominal amount of Stock outstanding, including any fixed or minimum premiums payable on final redemption.
- (L) The Trustee is satisfied as to the conditions set out in paragraphs (a) and (b) of clause 11.1 aforesaid and pursuant to such clause has approved the Release and Substitution respectively referred to in recital (I), on the basis aforesaid and as provided herein.
- (M) The Trustee is the present trustee under the Existing Deeds and has agreed to enter into this Deed.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

1 Construction

Unless there is something in the subject or context inconsistent therewith, words and expressions defined in the Principal Deed and the Second Supplemental Deed have the same meanings in this Deed.

2 Covenants by each of Gee Street, Bastwick Street and Goswell Road

Each of Gee Street, Bastwick Street and Goswell Road hereby covenants with the Trustee that each shall observe and perform and be bound by all of the covenants, conditions, provisions and obligations on its part contained in these presents or which are expressed by these presents to be binding on Charging Subsidiaries or which the Company is obliged to procure

that each Charging Subsidiary will perform and observe under these presents as if such covenants, conditions, provisions and obligations were repeated herein.

3 Covenants to charge

3.1 Gee Street hereby charges with full title guarantee in favour of the Trustee by way of first legal mortgage with the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other monies payable or to become payable under or pursuant to or secured or intended to be secured by these presents and so as to form part of the Specific Security properly described in Part C of Schedule 1 hereto together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of all the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances.

3.1.1 Bastwick Street hereby charges with full title guarantee in favour of the Trustee by way of first legal mortgage with the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other monies payable or to become payable under or pursuant to or secured or intended to be secured by these presents and so as to form part of the Specific Security properly described in Part D of Schedule 1 hereto together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of all the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances.

3.1.2 Goswell Road hereby charges with full title guarantee in favour of the Trustee by way of first legal mortgage with the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other monies payable or to become payable under or pursuant to or secured or intended to be secured by these presents and so as to form part of the Specific Security properly described in Part E of Schedule 1 hereto together with all buildings and erections and fixtures (including trade fixtures) and fittings and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to and with the benefit of all the existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances.

3.2 Each of Gee Street, Bastwick Street and Goswell Road hereby charges with full title guarantee in favour of the Trustee by way of first ranking floating charge with the payment to the Trustee of the principal of and interest on the Original Stock, the New Stock and all other moneys payable or to become payable under or pursuant to or secured or intended to be secured by these presents and so as to form part of the Mortgaged Premises its undertaking and all its property, assets and rights, present and future, wheresoever situated (including any uncalled capital).

3.3 Each of Gee Street, Bastwick Street and Goswell Road hereby applies to HM Chief Land Registrar to enter the restriction referred to below in the Proprietorship Register of the properties to be charged by them under clause 3 hereof:

"No disposition (other than the grant of a lease for a term not exceeding 42 years, including any period prior to the date of the lease) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Law Debenture Trustees Limited referred to in the charges register or without a certificate signed by a conveyancer that the provisions of clause 14 of the Trust Deed dated 14 September 1994 made between Burford Group Plc (1) Burford Acquisitions Limited and Burford (1994) Limited (2) and LDC Trustees Limited (3) have been complied with or that they do not apply to the disposition."

4 Releases of charges over property

4.1 Pursuant to clause 11.2 of the Principal Deed, the Trustee hereby irrevocably and unconditionally:

- (a) releases the charges created pursuant to these presents over the Tudor Street Property and all the Trustee's interest therein;
 - (b) releases the charges created pursuant to these presents over the Rowley Regis Properties and all the Trustee's interest therein;
 - (c) reassigns to the Company all moneys received and unused, or to be received by virtue of any insurance on the Tudor Street Property, which were assigned to the Trustee pursuant to clause 7 of the Fifty-Fifth Supplemental Deed;
 - (d) reassigns to the Company all moneys received and unused, or to be received by virtue of any insurance on the Rowley Regis Properties, which were assigned to the Trustee pursuant to clause 8 of the Sixty-First Supplemental Deed;
 - (e) releases and discharges Tudor Street from all obligations which they may owe to the Trustee in respect of the Tudor Street Property; and
 - (f) releases and discharges Lotra from all obligations which they may owe to the Trustee in respect of the Rowley Regis Properties only.
- 4.2 The Trustee undertakes to Tudor Street and to Lotra to execute, sign and deliver all such transfers, assignments and other deeds and documents as each such company may from time to time require for the purpose of effecting or perfecting the releases and reassignments referred to in clause 4.1 hereof, in each case at the Company's cost.

5 Release of Tudor Street as Charging Subsidiary

Pursuant to clause 9.2 of the Principal Deed, the Trustee, on the application and at the expense of the Company, absolutely releases Tudor Street from the floating charge created by it under these presents and releases Tudor Street from the covenants and provisions on its part contained in these presents to the intent that Tudor Street shall forthwith cease to be a Charging Subsidiary.

6 Release of cash

Pursuant to clause 11.2 of the Principal Deed, the Trustee hereby releases and surrenders to City Plaza the Released Sum in cash so that henceforth the same shall no longer form part of the Specific Security.

7 Continuing Security

All other property (save to the extent that the Trustee has released and surrendered the same pursuant to the Existing Deeds) charged in favour of the Trustee under the Existing Deeds with the intent that it shall form part of the Specific Security shall continue to form part of the Specific Security and subject to the foregoing provisions of this Deed the provisions of the Existing Deeds shall remain in full force and effect.

8 Assignment of interests under insurance policies

Each of the Company, Gee Street, Bastwick Street and Goswell Road acknowledges, confirms, declares and agrees that all moneys to be received by virtue of any insurance on the Mortgaged Premises whether or not effected in accordance with these presents are assigned to the Trustee and such moneys are deemed to be part of the Specific Security and shall be paid to the Trustee and applied in accordance with sub-clause 16.2(o) or sub-clause 16.2(p) (as applicable) of the Principal Deed.

9 Appointment of Attorney

Each of Gee Street, Bastwick Street and Goswell Road hereby irrevocably and by way of security appoints the Trustee and any Receiver appointed by the Trustee under these presents severally to be its attorney in its name and on its behalf to execute and do all assurances, documents, acts and things which it ought to execute and do under the covenants and provisions contained in these presents and generally to use its name in the exercise of all or any of the powers conferred by these presents on the Trustee or any Receiver appointed by the Trustee under these presents.

10 Stamp duty

In the event that any stamp duty land tax, stamp duty or stamp duty reserve tax is payable relating to or in connection with any document or transaction described in this Deed in order for the Trustee to enforce its security under these presents or for any other reason whatsoever, the Company shall, on written demand from the Trustee, do all things necessary to ensure that the relevant stamp duty land tax, stamp duty and stamp duty reserve tax is properly paid (and where necessary pay all stamp duty land tax, stamp duty or stamp duty reserve tax) and shall immediately provide the Trustee with evidence that the same has been properly paid.

11 Contracts (Rights of Third Parties) Act 1999

11.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

11.2 No consent of any third party shall be required for the amendment or variation of this Deed.

12 Modification of Existing Deeds

The Existing Deeds shall henceforth be read and construed in conjunction with this Deed and shall be modified in such manner and to such extent as shall be requisite or proper for giving full validity and effect to this Deed.

13 Memorandum

A Memorandum of the execution of this Deed shall be endorsed on each of the Existing Deeds.

14 Governing Law

14.1 This Deed and any non-contractual obligations connected with it shall be governed by English law.

14.2 The parties irrevocably agree that all disputes arising under or in connection with this Deed, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Deed, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law.

15 Jurisdiction

15.1 The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to:

- (a) determine any claim, dispute or difference arising under or in connection with this Deed, any non-contractual obligations connected with it, or in connection with the negotiation, existence, legal validity, enforceability or termination of this Deed, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts (**Proceedings**);

(b) grant interim remedies, or other provisional or protective relief.

15.2 The parties submit to the exclusive jurisdiction of such courts and accordingly any Proceedings may be brought against the parties or any of their respective assets in such courts.

IN WITNESS whereof this Deed has been executed by each party hereto the day and year first above written.

Schedule 1

Part A The Tudor Street Property

The property known as 20 and 22 Tudor Street, London EC4Y 0AY registered at H.M. Land Registry with leasehold title absolute under title number NGL634005.

Part B The Rowley Regis Properties

The property known as land on the south east side of Springfield Lane, Rowley Regis and registered with freehold title absolute at the Land Registry under title number WM385633 and the property known as land on the north west side of Douiton Road, Cradley Heath and registered with freehold title absolute under title numbers WM188961 and WM572705.

Part C

The property known as 15-27 (odd numbers) Gee Street and 66-74 (even numbers) Bastwick Street and registered with freehold title absolute at the Land Registry under title number LN27385.

Part D

The property known as 77 Bastwick Street, London, EC1V 3TT and registered with freehold title absolute at the Land Registry under title number NGL743740.

Part E

The property known as 104-110 (even numbers) Goswell Road, London, EC1V 7DH and registered with freehold title absolute at the Land Registry under title number LN138444.

EXECUTED as a DEED by)
C.G.I.S. GROUP LIMITED

)
[Redacted]
Director/Secretary

EXECUTED as a DEED by)
C.G.I.S. CITY PLAZA SHARES LIMITED

)
[Redacted]
Director/Secretary

EXECUTED as a DEED by)
C.G.I.S. GEE STREET LIMITED

)
[Redacted]
Director/Secretary

EXECUTED as a DEED by)
C.G.I.S. BASTWICK STREET NO.1 LIMITED

)
[Redacted]
Director/Secretary

EXECUTED as a DEED by)
C.G.I.S. GOSWELL ROAD LIMITED

)
[Redacted]
Director/Secretary

EXECUTED as a DEED by
C.G.I.S. TUDOR STREET
LIMITED

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Director
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Director/Secretary

EXECUTED as a DEED by
LOTRA
LIMITED

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Direct
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Director/Secretary

THE COMMON SEAL of
LAW DEBENTURE TRUSTEES
LIMITED was hereunto affixed in
the presence of:

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)
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)
.....
Director

.....
Authorised Signatory

**EXECUTED as a DEED by
C.G.I.S. TUDOR STREET
LIMITED**

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Director

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Director/Secretary

**EXECUTED as a DEED by
LOTRA
LIMITED**

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Director

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Director/Secretary

**THE COMMON SEAL of
LAW DEBENTURE TRUSTEES
LIMITED** was hereunto affixed in
the presence of:

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)

.....
Director

.....
Authorised Signatory

