

# M

CHFP041

Please do not  
write in  
this marginPlease 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

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each company register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number  
06514648

Name of company

\* C.G I.S. 85 Gracechurch Street Limited (the "Company")

Date of creation of the charge

2 April 2008

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

Floating Charge (the "Charge")

Amount secured by the mortgage or charge

All present and future sums, obligations and liabilities payable or owing by the Company to the Chargee and the Lenders (or any of them) or any Receiver appointed hereunder and under the other Finance Documents to which it is a party and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation all obligations to indemnify the Chargee and/or the Lenders and/or the Receiver.

(See Paper Apart 1 for definitions).

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

Bank of Scotland plc, The Mound, Edinburgh for itself and as agent and security trustee for and on behalf of the Lenders pursuant to the terms of the Facility Agreement (the "Chargee")

Postcode EH1 1YZ

Presentor's name, address and  
reference (if any)Dundas & Wilson CS LLP  
20 Castle Terrace  
Edinburgh  
EH1 2EN

REF: NSR/SJP/BOS001 1211

Time critical reference

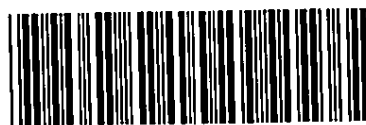
PCE/NSR/BOS001.1211

For official use (02/00)

Mortgage Section

Post room

FRIDAY



\*S0GJYSC\*

SCT

11/04/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Paper Apart 2.

Please do not write in this margin

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*DM & AL CRUP*

Date 10 April 2008

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

Notes

†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
- 5 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

**This is Paper Apart 1 applicable to the preceding Form 395 relative to a Floating Charge by C.G.I.S. 85 Gracechurch Street Limited (Registered Number: 06514648) in favour of the Chargee dated 2 April 2008.**

**Accession Letter** means a document substantially in the form set out in Schedule 6 to the Facility Agreement

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with Clause 25 of the Facility Agreement.

**Agent** means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland), The Mound, Edinburgh EH1 1YZ as agent of the Lenders

**Arranger** means Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland), The Mound, Edinburgh EH1 1YZ.

**Borrower** means C G I S Group Limited (formerly Burford Group Limited) (Registered No 01639334)

**Encumbrance** means a mortgage, charge (whether fixed or floating), standard security, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Facility Agreement** means the facility agreement dated 9th October 2001 between inter alios the Borrower and the Chargee

**Fee Letter** means any letter or letters dated 9th October 2001 between the Arranger and the Borrower setting out any of the fees referred to in Clause 12 of the Facility Agreement

**Finance Documents** means the Facility Agreement, any Fee Letter, any Accession Letter, the Security Documents, the Hedging Documents, the Intercreditor Agreement and any other document designated as such by the Agent and the Borrower

**Guarantor** means the Borrower or an Additional Guarantor, unless it ceases to be a Guarantor in accordance with the Clause 25 of the Facility Agreement

**Hedging Documents** means the hedging agreement between the Borrower and Bank of Scotland Treasury Services plc together with a counter-indemnity by the Borrower in favour of Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland)

**Intercreditor Agreement** means the intercreditor agreement between the Agent, the Borrower, City & General (Holdings) Limited (Registered No 4216142) and Uberior Investments plc dated 9th October 2001

**Lender** means

- (a) any Original Lender, and
- (b) any bank or financial institution which has become a Party in accordance with Clause 24 of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

**Obligor** means the Borrower or a Guarantor

**Original Lender** means the financial institutions listed in Part 2 of Schedule 1 to the Facility Agreement

**Party** means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees

**Put and Call Option Agreement** means the option agreement dated 9th October 2001 between inter alios C G I S Group Limited (then called Burford Group Limited) and Burford Holdings Limited

**Receiver** has the meaning given to it in Clause 9(1) of the Charge

**Secured Liabilities** means all present and future sums, obligations and liabilities payable or owing by the Company to the Chargee and the Lenders (or any of them) or any Receiver appointed hereunder and under the other Finance Documents to which it is a party and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation all obligations to indemnify the Chargee and/or the Lenders and/or the Receiver

**Security Assets** means all assets, rights and property of the Company the subject of any security created by the Charge.

**Security Documents** means the second ranking floating charges from each Obligor

**Trust Deed** means the Trust Deed dated 14 September 1994 between (1) C G I S Group Limited (then called Burford Group PLC), (2) Burford Acquisitions Limited and Burford (1994) Limited and (3) L D C Trustees Limited, and all deeds and documents supplemental thereto

In the Charge, unless the contrary intention appears, a reference to -

an authorisation includes an authorisation, consent, approval, resolution, licence, exemption, filing and registration, and

insolvency laws includes any liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws

The terms of the documents under which the Secured Liabilities arise and of any future side letters between the parties hereto in relation thereto are incorporated herein to the extent required for any purported disposition of the Security Assets contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

Unless otherwise stated, terms and expressions defined in the Facility Agreement shall have the same meaning in the Charge

The expressions the Company and the Chargee shall include the successors, assigns and transferees of the Company and the Chargee

Unless any provision of the Charge or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force

In the Charge, the singular includes the plural and vice versa. Clause headings are for convenience of reference only

Any reference in the Charge to a document of any kind whatsoever (including the Charge) is to that document as amended or varied or supplemented or novated or substituted from time to time

Except as otherwise expressly provided for above, the provisions of Clause 12 of the Facility Agreement shall apply to the Charge, mutatis mutandis, as if the same had been set out in full therein

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge hereby created

**This is Paper Apart 1 applicable to the preceding Form 395 relative to a Floating Charge by C.G.I.S. 85 Gracechurch Street Limited (Registered Number: 06514648) in favour of the Chargee dated 2 April 2008.**

- (1) As security for the payment of all Secured Liabilities, the Company as beneficial owner charges in favour of the Chargee by way of floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future.
- (2) The charges created by the Charge shall rank behind any security created by the Trust Deed which has not been discharged and released
- (3) The Company shall not otherwise than as required or permitted by the Facility Agreement, the Trust Deed or pursuant to the Put and Call Option Agreement:-
  - (a) create or permit to subsist any Encumbrance over all or any part of the Security Assets;
  - (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets
- (4) In relation to each Security Asset the Chargee may at any time by notice to the Company convert the floating charge hereby created into a specific charge as regards that Security Asset, as specified in that notice and (after this security has become enforceable but subject to Clause 9) may at any time appoint a Receiver thereof
- (5) The floating charge hereby created by the Company shall (other than in respect of any of the Security Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge -
  - (i) on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up), or
  - (ii) on the presentation of a petition (other than a frivolous or vexatious petition) to wind the Company up.
- (6) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge hereby created



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6514648  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 2  
APRIL 2008 AND CREATED BY C.G.I.S. 85 GRACECHURCH  
STREET LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND  
PLC, FOR ITSELF AND AS AGENT AND SECURITY TRUSTEE  
FOR AND ON BEHALF OF THE LENDERS AND THE LENDERS  
(OR ANY OF THEM) OR ANY RECEIVER APPOINTED  
HEREUNDER ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
11 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES