

MR01
Particulars of a charge

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFill
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR02



A14 *A35LKTTU* #105
11/04/2014
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 8 9 4 7 6 3 3

Company name in full C G I S. CRAWLEY LIMITED ✓

02001

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 8 0 4 2 0 1 4 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ROYAL EXCHANGE TRUST COMPANY LIMITED (THE TRUSTEE) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

✓
1-3 Kingsgate, Queensway, Crawley RH10 1EN
with Freehold Title Number WSX334553 is being
charged by C G I.S. Crawley Limited.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓
☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓
☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓
☒ Yes

☐ No

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**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name AVR/1407038/001 (Doc 38838644)

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country United Kingdom

DX 160030 LIME STREET 5

Telephone +44 (0) 20 7876 5000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**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 included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**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

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

✓

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8947633

Charge code: 0894 7633 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2014 and created by C G I S. CRAWLEY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2014

DX

Given at Companies House, Cardiff on 22nd April 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED **8 April** 2014

HDL DEBENTURE LIMITED

- and -

C.G.I.S. CRAWLEY LIMITED

- and -

ROYAL EXCHANGE TRUST COMPANY LIMITED

**SIXTY SEVENTH SUPPLEMENTAL TRUST DEED
BEING A DEED OF WITHDRAWAL AND
SUBSTITUTION RELATING TO THE PROPERTY
LISTED IN SCHEDULE 2**

WE HEREBY CERTIFY THAT THIS
IS A TRUE AND ACCURATE COPY
OF THE ORIGINAL
Clyde & Co LLP
CLYDE & CO LLP
AN INTERNATIONAL LAW FIRM
DATED *10/4/2014*...

THIS SIXTY-SEVENTH SUPPLEMENTAL TRUST DEED is made on **8 April** 2014
BETWEEN

- (1) **HDL DEBENTURE LIMITED** (registered in England and Wales with number 01755077) whose registered office is at 10 Upper Berkeley Street, London W1H 7PE (formerly known as Hemingway Debenture Limited) (the "**Company**"),
- (2) **C.G.I.S. CRAWLEY LIMITED** (registered in England and Wales with number 08947633) whose registered address is at 10 Upper Berkeley Street, London W1H 7PE (the "**New Charging Company**"), and
- (3) **ROYAL EXCHANGE TRUST COMPANY LIMITED** (registered in England and Wales with number 00978338) whose registered office is at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, acting through its principal office at 4th Floor, 40 Dukes Place, London, EC3A 7NH (the "**Trustee**", which expression shall include any other trustee or trustees for the time being of these presents).

WHEREAS:

- (A) This Sixty Seventh Supplemental Trust Deed is supplemental to a Trust Deed (the "**Principal Trust Deed**") dated 13 July 1993 (as amended from time to time) and made between (1) the Company, (2) Hemingway Investments Limited ("**HIL**"), (3) Hemingway Estates Limited ("**Estates**") and (4) the Trustee and to sixty-six supplemental trust deeds and fifteen deeds of release, details of which are set out in Schedule 1 (*Supplemental Trust Deeds and Deeds of Release*) (the Principal Trust Deed, the said sixty-six supplemental trust deeds and the said fifteen deeds of release being hereinafter together called the "**Subsisting Trust Deeds**")
- (B) Pursuant to clause 12(A) of the Principal Trust Deed and the 61st Supplemental Trust Deed, C G I S (No 4) Limited released Camelford House, 89 Albert Embankment, London, SE1 (the "**Released Property**") from the specifically mortgaged premises on the basis that in substitution therefor the Company paid the amount of £50,000,000 (the "**Disposal Proceeds**") and £3,223,000 (the "**Income Cover Deposit**") into a bank account with The Royal Bank of Scotland Plc held in the name of the Trustee with account number 23086126 and sort code 15-10-00 (the "**Trustee Account**") which amounts the Trustee holds on trust for the Stockholders, so as to form part of the specifically mortgaged premises under the terms of the Subsisting Trust Deeds (the Disposal Proceeds and the Income Cover Deposit together referred to as the "**AE Proceeds**")
- (C) The Company consented to the release of the Released Property from the specifically mortgaged premises, and the substitution therefor of the Disposal Proceeds and the Income Cover Deposit so as to form part of the specifically mortgaged premises
- (D) Pursuant to Clause 4 3(b) of the 61st Supplemental Trust Deed, where the Disposal Proceeds (or any amount thereof) are applied in purchasing replacement specifically mortgaged premises and this results in an increase in net annual net income, the Income Cover Deposit shall be reduced by an amount equal to the increase in net annual income generated by the replacement specifically mortgaged premises

- (E) The AE Proceeds remaining in the Trustee Account prior to the execution of this 67th Supplemental Trust Deed is £25,392,797. The Company wishes to withdraw from the specifically mortgaged premises, an amount equal to £11,420,000 (the "**Withdrawal Amount**") (the "**Withdrawal**"). The Withdrawal Amount shall comprise of £10,470,000 from the Disposal Proceeds, being a sum equal to the market value of the New Property as certified by the Valuers and £950,000 from the Income Cover Deposit, being a sum equal to the net annual income of the New Property. Following the Withdrawal the balance of AE Proceeds in the Trustee Account will be £13,972,797.
- (F) Pursuant to clause 12 of the Principal Trust Deed and the 61st Supplemental Deed, the Company may, subject as provided in the Principal Trust Deed, withdraw all or any part of the specifically mortgaged premises charged by it in favour of the Trustee upon one or more Charging Companies (if it is a subsidiary, with the consent of the Company), the Company or any other Eligible Subsidiary (with the consent of the Company) charging specifically in favour of the Trustee and to its satisfaction other eligible property approved by the Trustee and/or short gilts and/or charging or paying moneys to or in favour of the Trustee and to its satisfaction, in each case to be held as part of the specifically mortgaged premises, or partly in one way and partly in another, provided that the relevant Charging Company has procured that a Directors' Charging Certificate has been delivered to the Trustee, and, *inter alia*, the Trustee is satisfied at the time of such substitution that
- (i) the value of the eligible property and/or short gilts and/or moneys to be substituted is at least equal to the value of the specifically mortgaged premises or the part thereof being withdrawn, and
 - (ii) either (a) immediately following such substitution the net annual income from the specifically mortgaged premises and the balance of the Income Cover Deposit in the Trustee Account would be not less than the Income Cover Requirement or (b) the net annual income from the eligible property and/or short gilts and/or moneys to be substituted is at least equal to the net annual income from the specifically mortgaged premises or the part thereof being withdrawn.
- (G) The New Charging Company has contracted to become the owner of the eligible property described in Schedule 2 (*New Property*) (such property as is hereinafter referred to as the "**New Property**")
- (H) By Clause 10(A) of the Principal Trust Deed, the Company may introduce Eligible Subsidiaries as Charging Companies by causing such companies to charge by way of first legal mortgage any eligible property and the Company has directed the New Charging Company to enter into this Sixty-Seventh Supplemental Trust Deed. By entering into this Sixty-Seventh Supplemental Trust Deed, the Trustee approves the New Charging Company as an Eligible Subsidiary. Accordingly, the New Charging Company has agreed to join in these presents for the purpose of giving collateral security for the Original Stock and all Further Stock (as defined in the Principal Trust Deed) and all other moneys covenanted to be paid by the Company as set out herein.
- (I) The New Charging Company shall, pursuant hereto, charge by way of first legal mortgage all their interests, benefits, rights and titles in the New Property in favour of

the Trustee and to its satisfaction to form part of the specifically mortgaged premises under the terms of the Subsisting Trust Deeds and this Sixty-Seventh Supplemental Trust Deed

- (J) Subject to the foregoing, the Trustee has agreed to enter into this Sixty-Seventh Supplemental Trust Deed to effect the Withdrawal and subsequent acquisition of the New Property.
- (K) Accordingly, the Company and the New Charging Company have resolved to enter into this Sixty-Seventh Supplemental Trust Deed by resolutions of its board of directors
- (L) It is intended by the parties that this Sixty-Seventh Supplemental Trust Deed shall take effect as a deed

NOW THIS SIXTY-SEVENTH SUPPLEMENTAL TRUST DEED WITNESSES AND IT IS AGREED as follows

1 INTERPRETATION

- 1 1 All words and expressions defined in the Principal Trust Deed shall subject as otherwise provided in this Sixty-Seventh Supplemental Trust Deed and unless the context otherwise requires have the same meanings in this Sixty-Seventh Supplemental Trust Deed
- 1 2 Every covenant by a party comprising more than one person shall be deemed to be made by such party jointly and severally
- 1 3 A reference to a person, company, corporation, state, state entity, organisation, trust, joint venture, partnership, agency, association or other entity (whether or not having separate legal personality) includes any of the foregoing

2 WITHDRAWAL

- 2 1 The Trustee, pursuant to clause 11(B) of the Principal Trust Deed, at the request and cost of the Company and without recourse, warranty or representation, hereby agrees to release the Withdrawal Amount so that the Withdrawal Amount shall not form part of the specifically mortgaged premises with effect from the date hereof as follows
 - 2 1 1 the Trustee shall transfer the Withdrawal Amount to the Company's Solicitors account the details of which are set out at Clause 2 2 subject to the Company's Solicitors undertaking to the satisfaction of the Trustee to (i) pay the purchase prices for the New Property out of the Withdrawal Amount, (ii) submit to HM Revenue & Customs the appropriate stamp duty land tax returns and procure payment by the New Charging Company of any stamp duty land tax payable in respect of the purchase of the New Property, (iii) forward to the Trustee's Solicitors a certified copy of any land transaction return certificates received in respect of the stamp duty land tax returns, (iv) register the transfer of the New Property to the New Charging Company at HM Land Registry, (v) register the charges and other security set out at clause 5 with HM Land Registry and (vi) provide the Trustee's Solicitors with certified copies of all HM Land Registry forms made in respect of the New Property

- 2 2 The details of the Company's Solicitors account for the purposes of Clause 2 1 are

Account Name Clyde & Co LLP

Bank name National Westminster Bank

Beneficiary the Company

Account number 13569732

Sort code 60-00-01

3 **CONSENT TO NEW CHARGING COMPANY**

- 3 1 The Company and the New Charging Company represent and warrant to the Trustee, in the knowledge that the Trustee is relying thereon that

3.1 1 the New Charging Company is a wholly-owned subsidiary of the Company, and

3 1 2 the New Charging Company has the power and capacity to enter into these presents and to create the charges and perform the obligations assumed by it hereunder

- 3 2 The Company has introduced the New Charging Company as a Charging Company (being an Eligible Subsidiary) under the terms of the Subsisting Trust Deeds (including this Sixty-Seventh Supplemental Trust Deed), to which the Trustee has consented

- 3 3 The New Charging Company consents, from the date of this Sixty-Seventh Supplemental Trust Deed, to being a Charging Company under the terms of the Subsisting Trust Deeds (including this Sixty-Seventh Supplemental Trust Deed) and the Company and each existing Charging Company is deemed pursuant to Clause 10(C) of the Principal Trust Deed to consent to the New Charging Company being admitted as a new Charging Company under the terms of the Subsisting Trust Deeds (including this Sixty-Seventh Supplemental Trust Deed)

4 **NEW CHARGING COMPANY COVENANTS AND GUARANTEES**

The New Charging Company hereby covenants with and irrevocably and unconditionally guarantees to the Trustee that, if for any reason whatsoever the principal amount of or interest on the Stock or any other monies covenanted to be paid by the Company to the Trustee under or pursuant to these presents is or are not paid by the Company on the due date (or within 14 days thereafter in the case of interest), it will, forthwith on demand in writing by the Trustee, pay to the Trustee on behalf of the Stockholders or the Trustee (as the case may be) such sum as shall be equal to the amount in respect of which default has been made (which shall, for the avoidance of doubt, include any amount in respect of damages, agreed or otherwise), together with all costs, charges and expenses which the Trustee may incur by reason thereof provided that the amount recoverable from such New Charging Company under these guarantees shall not exceed the proceeds of the enforcement of the security granted by the New Charging Company under these presents Any legal

mortgage or charge or standard security or specific, fixed or floating charge or assignment from time to time granted by the New Charging Company under these presents as security for the Stock and other monies payable by the Company to the Trustee hereunder shall also be a primary security for the payment of any amount due from the New Charging Company to the Trustee under this Clause 4 (or Clause 54 of the Principal Trust Deed)

5 CHARGES

5 1 The New Charging Company with full title guarantee and to the extent that the security created shall rank as continuing security and form part of the specifically mortgaged premises, hereby charges with the payment to the Trustee of the principal of and interest on the Stock and all other monies covenanted to be paid by the Company to the Trustee under or pursuant to these presents by way of first legal mortgage all of its right, title and interest in the New Property, together with all buildings and erections and fixtures and fixed plant and machinery for the time being thereon subject to and with the benefit of all existing leases, underleases, tenancies, agreements for lease, rights, obligations, covenants and conditions affecting the same but otherwise free from Encumbrances and the Company consents to the granting of such security

5 2 The New Charging Company with full title guarantee hereby

- (a) assigns and agrees to assign absolutely to the Trustee all its present and future right, title and interest in and rights to receive all rents, licence fees and other sums due from tenants, licensees and other occupiers of the specifically mortgaged premises charged by it under Clause 5 1 (*Charges*) pursuant to leases tenancies licenses or other rights of occupation of such specifically mortgaged premises (the "**Rents**") and the benefit of all rights and claims that such New Charging Company has or may have against all parties who are liable to pay the Rents (including without limitation all guarantees sureties and parties in whom the leases tenancies licences and other rights of occupation were previously vested (the "**Guarantees**")),
- (b) covenants with the Trustee at the request of the Trustee to assign with full title guarantee to the Trustee absolutely by deed and for nil consideration (such deed to be in a form specified by the Trustee) all its rights to receive Rents arising pursuant to future leases tenancies licences and rights of occupation of the specifically mortgaged premises charged by it under Clause 5 1 (*Charges*) and in existence at the date of such request and to all rights and claims under any Guarantees relating thereto, and
- (c) covenants with the Trustee forthwith at the request of the Trustee given at any time after the security hereby constituted shall have become enforceable and the Trustee shall have determined or become bound to enforce the same to give notice to the parties liable to pay the Rents and liable pursuant to the Guarantees of such assignment (the Trustee acknowledging that until such time it will not itself give any notice to such parties of the assignment),

provided always that the Trustee shall not as a result of the assignments pursuant to this Clause 5 2 (*Charges*) become or be deemed to have become a mortgagee in

possession or have imposed on it any of the liabilities as would be imposed on it were it a mortgagee in possession

5 3 The New Charging Company hereby covenants with the Trustee that at any time after the security hereby constituted shall have become enforceable and the Trustee shall have determined or become bound to enforce the same it will at the request of the Trustee

(a) assign to the Trustee absolutely by deed and for nil consideration (such deed to be in a form specified by the Trustee) the interest benefit right and title of such New Charging Company to all and any contracts, appointments, warranties, undertakings, guarantees and obligations owed to the New Charging Company to which the New Charging Company has the interest benefit right and title relating to the design and construction of any buildings at any time forming or intended to form part of the specifically mortgaged premises or any part thereof (the "**Contracts**"), and

(b) forthwith give notice to the other party or parties to the Contracts of such assignment

5 4 The New Charging Company hereby acknowledges that the New Property and the assets subject to the assignments in Clauses 5 2 and 5 3 (*Charges*) above shall form part of the specifically mortgaged premises

5 5 The New Charging Company hereby consents to an application being made to the Land Registry to enter a restriction in the Proprietorship Register of any registered land forming part of the New Property of which it is registered proprietor

"No disposition of the registered estate other than a lease for a term expiring no later than 42 years after the date of the lease by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register (or his conveyancer) "

6 **FURTHER ASSURANCE**

The Trustee agrees that it will (at the request and cost of the Company) do all such things and execute all such documents as may be necessary to give effect to the release and discharge contained in this Sixty-Seventh Supplemental Trust Deed

7 **CONSTRUCTION OF PREVIOUS DEEDS**

From the date of this Sixty-Seventh Supplemental Trust Deed, the Subsisting Trust Deeds and this Sixty-Seventh Supplemental Trust Deed shall be read and construed together as one trust deed

8 **MEMORANDUM**

A Memorandum of this Sixty-Seventh Supplemental Trust Deed shall be endorsed by the Trustee on the Principal Trust Deed and by the Company on the duplicate of it

9 **COUNTERPARTS**

This Sixty-Seventh Supplemental Trust Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party may enter into this Sixty-Seventh Supplemental Trust Deed by executing a counterpart.

10 **THIRD PARTY RIGHTS**

A party who is not a party to this Sixty-Seventh Supplemental Trust Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Sixty-Seventh Supplemental Trust Deed

11 **GOVERNING LAW**

This Sixty-Seventh Supplemental Trust Deed and all non-contractual obligations arising from or connected with it shall be governed by, and construed in accordance with, English law

12 **JURISDICTION**

12 1 The courts of England and Wales have exclusive jurisdiction to settle all disputes which arise out of, or are connected with this Sixty-Seventh Supplemental Trust Deed, its negotiation or the consequences of its nullity

12 2 The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle disputes between them and, accordingly, that they will not argue to the contrary

12 3 This Clause 12 (*Jurisdiction*) is for the benefit of the Trustee only. As a result, it does not prevent the Trustee from taking proceedings in any other courts with jurisdiction. To the extent allowed by law, the Trustee may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this Sixty-Seventh Supplemental Trust Deed has been executed as a deed on the date first written above

SCHEDULE 1
SUPPLEMENTAL TRUST DEEDS AND DEEDS OF RELEASE

1. Supplemental Trust Deed dated 22 July 1993 made between (1) the Company, (2) HIL and (3) the Trustee
2. Second Supplemental Trust Deed dated 20 August 1993 made between (1) the Company, (2) HIL and (3) the Trustee
3. Third Supplemental Trust Deed dated as of 24 September 1993 made between (1) the Company, (2) HIL, (3) Estates and (4) the Trustee
4. Fourth Supplemental Trust Deed dated 3 November 1993 made between (1) the Company, (2) HIL and (3) the Trustee
5. Fifth Supplemental Trust Deed dated 4 November 1993 made between (1) the Company and (2) the Trustee
6. Deed of Release (relating to property known as Unit A, Eastern Avenue, Gloucester) dated 4 November 1993 made between (1) the Company, (2) Estates and (3) the Trustee
7. Sixth Supplemental Trust Deed dated 15 December 1993 made between (1) the Company, (2) Estates and (3) the Trustee
8. Seventh Supplemental Trust Deed dated 11 February 1994 made between (1) the Company, (2) HIL and (3) the Trustee
9. Eighth Supplemental Trust Deed dated 7 March 1994 made between (1) the Company, (2) HIL, (3) Estates and (4) the Trustee.
10. Second Deed of Release (relating to property known as 8/9 Union Street, Reading) dated 24 March 1994 made between (1) the Company, (2) Estates and (3) the Trustee
11. Third Deed of Release (relating to property known as Portsmouth Road, Send, Surrey) dated 19 May 1994 made between (1) the Company, (2) HIL, (3) the Trustee
12. Fourth Deed of Release (relating to property known as 80 High Street, Bromley) dated 23 May 1994 made between (1) the Company, (2) Estates and (3) the Trustee
13. Fifth Deed of Release (relating to the property known as 160 Armada Way, Plymouth) dated 20 July 1994 made between (1) the Company, (2) Estates and (3) the Trustee
14. Ninth Supplemental Trust Deed dated 12 September 1994 made between (1) the Company, (2) HIL, (3) Estates, (4) HCL, (5) Hemingway Counties Limited ("**Counties**"), (6) Hemingway HUPL Properties Limited ("**HUPL**"), (7) Hemingway Holdings Limited ("**Holdings**") and (8) the Trustee
15. Sixth Deed of Release (relating to property known as 194 & 196 High Street, Sutton, Surrey) dated 29 November 1994 made between (1) the Company, (2) HIL and (3) the Trustee

- 16 Tenth Supplemental Trust Deed dated 19 December 1994 made between (1) the Company, (2) HUPL, (3) Counties and (4) the Trustee relating to property known as Great Oaks House, Basildon, Essex
- 17 Eleventh Supplemental Trust Deed dated 20 December 1994 made between (1) the Company, (2) HIL and (3) the Trustee being a deed of release and deed of substitution relating to property known as Unit B, Eastern Avenue, Gloucester
- 18 Twelfth Supplemental Trust Deed dated 11 January 1995 made between (1) the Company, (2) HIL and (3) the Trustee being a deed of release and deed of substitution relating to property known as 41/71 High Street, Elgin
- 19 Seventh Deed of Release (relating to property known as 47a Lloyd Baker Street, London) dated 22 September 1995 made between (1) the Company, (2) Estates and (3) the Trustee
- 20 Eighth Deed of Release (relating to part of the property known as 2 Cook Way, Peterlee, County Durham) dated 31 July 1996 made between (1) the Company, (2) HCL and (3) the Trustee
- 21 Ninth Deed of Release (relating to part of the land and buildings at Broadwalk Shopping Centre, Knowle, Bristol) dated 20 September 1996 made between (1) the Company, (2) HCL and (3) the Trustee
- 22 Thirteenth Supplemental Trust Deed dated 19 December 1996 made between (1) the Company, (2) Hemingway Commercial Limited ("**Commercial**"), (3) Hemingway Regional PLC ("**Regional**") and (4) the Trustee being a deed of accession and a deed of charge relating to property known as Templars Square, Cowley Centre, Oxford
- 23 Fourteenth Supplemental Trust Deed dated 19 December 1996 made between (1) the Company, (2) HIL, (3) Counties, (4) HCL and (5) the Trustee relating to transfers of properties known as 22 Week Street, Maidstone, 257-263 High Street, London Colney and Beaumont House, Beaumont Road, Banbury
- 24 Fifteenth Supplemental Trust Deed dated 30 January 1997 made between (1) the Company, (2) HIL, (3) Estates, (4) Counties, (5) HCL, (6) HUPL, (7) Holdings, (8) Commercial, (9) Regional and (10) the Trustee
- 25 Tenth Deed of Release (relating to property known as 17 Union Street, Reading, Berkshire) dated 1 May 1997 and made between (1) the Company, (2) Estates and (3) the Trustee
- 26 Eleventh Deed of Release (relating to property known as 15 Park Street, Windsor, Berkshire) and Great Oaks House, Basildon, Essex dated 30 June 1997 and made between (1) the Company, (2) HIL, (3) HUPL and (4) the Trustee
- 27 Sixteenth Supplemental Trust Deed and Deed of Release dated 18 August 1997 made between (1) the Company, (2) the Companies (as defined therein) and (3) the Trustee
- 28 Seventeenth Supplemental Trust Deed dated 17 December 1997 made between (1) the Company, (2) HCL and (3) the Trustee being a deed of release and deed of substitution relating to property known as Colston Tower, Colston Avenue, Bristol.

- 29 Eighteenth Supplemental Trust Deed dated 23rd December 1997 made between (1) the Company, (2) HIL and (3) the Trustee being a deed of release and deed of substitution relating to property known as Tavistock Industrial Estate, Twyford
- 30 Nineteenth Supplemental Trust Deed dated 29 January 1998 made between (1) the Company, (2) HIL, (3) Saturn, (4) Hemingway Neptune Limited ("**Neptune**") and (5) the Trustee being a deed of release and deed of substitution relating to property known as 16 Byward Street London
- 31 Twentieth Supplemental Trust Deed dated 16 February 1998 made between (1) the Company, (2) Hemingway Apollo Limited ("**Apollo**") and (3) the Trustee being a deed of release and deed of substitution relating to property known as 54/56 Jermyn Street, London
- 32 Twenty-first Supplemental Trust Deed dated 9 April 1998 made between (1) the Company, (2) Saturn and (3) the Trustee being a deed of release and deed of substitution relating to part of the property known as 14 Trinity Square, London
- 33 Twenty-second Supplemental Trust Deed dated 22 April 1998 made between (1) the Company, (2) Hemingway Securities Limited ("**Securities**"), (3) Estates and (4) the Trustee being a deed of release and deed of substitution relating to properties known as 112, 114 and 116A High Street, Sutton
- 34 Twenty-third Supplemental Trust Deed dated 8 September 1998 made between (1) the Company, (2) Securities and (3) the Trustee being a deed of release and deed of substitution relating to property known as Unicorn Park, Bristol
- 35 Twenty-fourth Supplemental Trust Deed dated 31 December 1998 made between (1) the Company, (2) Saturn, (3) Securities and (4) the Trustee being a deed of release and deed of charge relating to the beneficial interest in property known as Oceanic House, 1/1a Cockspur Street, London SW1
- 36 Twenty-fifth Supplemental Trust Deed dated 11 January 1999 made between (1) the Company, (2) HIL and (3) the Trustee being a deed of release and deed of substitution relating to the property known as Castle House, 9, 11, 17-25 (odd numbers), High Street, Hampton and 31 High Street, Hampton
- 37 Twenty-sixth Supplemental Trust Deed dated 25 March 1999 made between (1) the Company, (2) Saturn and (3) the Trustee being a deed of release and deed of substitution relating to the property known as 14 Trinity Square, London EC3N 4AA
- 38 Twelfth Deed of Release dated 20 July 1999 made between (1) the Company, (2) HCL and (3) the Trustee relating to 20-23 Monmer Close, Stringes Lane, Willenhall, West Midlands
- 39 Twenty-seventh Supplemental Trust Deed dated 30 July 1999 made between (1) the Company, (2) Neptune and (3) the Trustee, being a deed of release and deed of substitution relating to the property known as 49,50,51 and 52a Bow Lane, London EC4

- 40 Twenty-eighth Supplemental Trust Deed dated 1 November 1999 made between (1) the Company, (2) Neptune and (3) the Trustee, being a deed of release and deed of substitution relating to the property known as 52 Bow Lane, London EC4
- 41 Twenty-ninth Supplemental Trust Deed dated 2 December 1999 made between (1) the Company, (2) HIL and (3) the Trustee, being a deed of release and deed of substitution relating to the property known as 257-263 High Street, London Colney
- 42 Thirtieth Supplemental Trust Deed dated 16 December 1999 made between (1) the Company, (2) HUPL, (3) HIL, (4) HCL and (5) the Trustee being a deed of release and substitution relating to 99/103 South Street, Romford, 46/52 Park Street, Luton, 389/389a Wimbourne Road, Bournemouth, 32-34 High Street and 2-16 (even) Institute Lane, Alfreton
- 43 Thirty-first Supplemental Trust Deed dated 23 December 1999 made between (1) the Company, (2) Apollo, (3) Neptune, (4) Hemingway Atlas Limited and (5) the Trustee being a deed of substitution relating to the properties known as (i) Roman Wall House, Crutched Friars, (ii) 20 Cockspur Street, (iii) The Surgery, Lacemaker Court, (iv) Rawdon House, Green lane, (v) Land at Lancaster Road, Melksham
- 44 Thirty-second Supplemental Trust Deed dated 14 January 2000 between (1) the Company, (2) HCL and (3) the Trustee relating to a deed of release of a property known as Battle Road, Bovey Tracey
- 45 Thirty-third Supplemental Trust Deed dated 20 March 2000 between (1) the Company, (2) Apollo and (3) the Trustee being a deed of release relating to a property known as 10 Lloyds Avenue, London EC3
- 46 Thirty-fourth Supplemental Trust Deed dated 3 May 2000 between (1) the Company, (2) HCL and (3) the Trustee being a deed of release relating to a property known as Baillieston Distribution Centre, Baillieston, Glasgow and a deed of charge relating to a property known as Great Oaks House, Basildon
- 47 Thirty-fifth Supplemental Trust Deed dated 27 July 2000 between (1) the Company, (2) Forcelimit Limited, (3) Securities, (4) HIL and (5) the Trustee being a deed of release of Kingsditch Trading Estate, Cheltenham and Freehold land on the east of Whitby Road, Bristol, known as Unicorn Business Park and substitution with 8-10 Telegraph Street, 16 Tokenhouse Yard, 3 Copthall Avenue and 8 & 10 Moorgate, EC2
- 48 Thirty-sixth Supplemental Trust Deed dated 28 September 2000 between (1) the Company, (2) Counties, (3) Estates, (4) HIL, (5) Securities, (6) Apollo and (7) the Trustee being a deed of charge relating to properties known as 12 Golden Square, Aberdeen, Unit C, St Peter's Industrial Estate, Huntingdon, 27-28 Southgate, Chicester, 390/394 Brixton Road, Old Lodge Place, St Margaret's, Twickenham, Unit 1-4, Woodbridge Meadows, Guildford and Units 1-9 and 14-18 Llantarnam Industrial Park and a deed of release relating to properties known as Cambridge Walk, Eastbank Street, Southport, 88-110 The Parade, Watford, 116a High Street, Sutton, 112 & 114 High Street, Sutton, and Roman Wall House, 1/2 Crutched Friars, EC3

- 49 Thirteenth Deed of Release (relating to the property known as 20/22 Cambridge Arcade, Southport) dated 3 November 2000 between (1) the Company, (2) HIL and (3) the Trustee
- 50 Thirty-seventh Supplemental Trust Deed dated 3 November 2000 made between (1) the Company, (2) Estates and (3) the Trustee being a deed of charge relating to properties known as Old Lodge Place, St Margaret's, Twickenham, and Unit 1-4 Woodbridge Meadows, Guildford
- 51 Thirty-eighth Supplemental Trust Deed dated 22 December 2000 being a deed of charge relating to properties known as 30/31 Queen's Square, Crawley and Pump Lane, Hayes, Middlesex between (1) HUPL, (2) the Company, (3) HIL and (4) the Trustee
- 52 Thirty-ninth Supplemental Trust Deed dated 22 January 2001 being a deed of release and substitution between (1) Apollo, (2) the Company and (3) the Trustee relating to a property known as Hanover House, High Holborn
- 53 Fortieth Supplemental Trust Deed dated 7 February 2001 (being a deed of consent to transfer of properties known as 2 Cook Way, Peterlee Industrial Estate and Pump Lane Hayes) between (1) Hemingway Properties Limited, (2) Estates, (3) Hemingway Urban Properties Limited, (4) HCL and (5) the Trustee
- 54 Fourteenth Deed of Release (being a deed of release relating to various properties listed in schedule 3 thereto) dated 7 February 2001 between (1) Hemingway Properties Limited, (2) Estates, (3) Apollo, (4) Hemingway Saturn Limited, (5) Counties and (6) the Trustee
- 55 Forty-first Supplemental Trust Deed dated 22 March 2001 made between (1) Hemingway Properties Limited, (2) Apollo and (3) the Trustee being a deed of release and deed of charge relating to a lease of the property known as Northgate House, Bath
- 56 Forty-second Supplemental Trust Deed dated 2 April 2001 made between (1) Hemingway Properties Limited, (2) Hemingway Urban Properties Limited and (3) the Trustee being a deed of release relating to a property known as 30/31 Queens Square, Crawley
- 57 Forty-third Supplemental Trust Deed dated 27 April 2001 made between (1) Hemingway Properties Limited, (2) HCL, (3) Counties and (4) the Trustee being a deed of release relating to a property known as Beaumont House, Banbury
- 58 Forty-fourth Supplemental Trust Deed dated 9 May 2001 between (1) the Company, (2) HCL, (3) Commercial, (4) Hemingway Atlas Limited, (5) Hemingway Regional Limited, (6) Neptune and (7) the Trustee, being a deed of consent to transfer of various properties
- 59 Forty-fifth Supplemental Trust Deed dated 9 May 2001 between (1) the Company, (2) others and (3) the Trustee being a deed of release and a deed of charge in relation to various properties
- 60 Forty-sixth Supplemental Trust Deed dated 16 July 2001 between (1) the Company, (2) HCL and (3) the Trustee being a deed of release relating to a property known as 15 Exeter Street, London WC2

- 61 Forty-seventh Supplemental Trust Deed dated 9 October 2001 between (1) the Company, (2) Hemingway Hopwood Limited, (3) HCL, (4) Hemingway Moore Limited and (5) the Trustee being a deed of charge relating to 3 and 4 Tokenhouse Buildings, Kings Arm's Yard, London EC2, 16 and 16a and 17 Tokenhouse Yard, London EC2 and a deed of release relating to 13 High Street, Windsor and 24/26 Minories, London EC3
- 62 Forty-eighth Supplemental Trust Deed dated 7 March 2002 between (1) the Company, (2) Hemingwood Hopwood Limited and (3) the Trustee being a deed of release relating to properties known as 3 Copthall Avenue, London EC2 and 8/10 Moorgate, London EC2
- 63 Fifteenth Deed of Release (being a deed of release relating to the properties listed in schedule 2 thereto) dated 7 March 2002 between (1) Hemingway Hopwood Limited and (2) the Trustee
- 64 Forty-ninth Supplemental Trust Deed dated 15 April 2002 between (1) the Company, (2) HCL, (3) Hemingway Nominee No 1 (Basildon) Limited, (4) Hemingway Nominee No 2 (Basildon) Limited, (5) Hemingway Nominees No 1 (Wellington) Limited, (6) Hemingway Nominees No 2 (Wellington) Limited and (7) the Trustee being a deed of consent to transfer the bare legal title to properties known as Wellington House, 25 Wellington Street, London and Great Oaks House, Great Oaks, Basildon and a deed of charge in relation thereto
- 65 Fiftieth Supplemental Trust Deed dated 4 May 2004 between (1) the Company, (2) HCL and (3) the Trustee being a deed of release relating to a property known as Rawdon House, Green Lane, Yeadon
- 66 Fifty-first Supplemental Trust Deed dated 17 June 2004 between (1) the Company, (2) HCL, (3) Hemingway Nominees No 1 (Basildon) Limited, (4) Hemingway Nominees (Basildon) No 2 Limited and (5) the Trustee being a deed of charge over a 999 year lease entered into in respect of a property known as Great Oaks House, Great Oaks, Basildon, Essex
- 67 Fifty-second Supplemental Trust Deed dated 25 June 2004 between (1) the Company, (2) HCL, (3) Hemingway Nominees No 1 (Basildon) Limited, (4) Hemingway Nominees No 2 (Basildon) Limited, (5) Hemingway Ellesmere Limited and (6) the Trustee being a deed of release of a property at Great Oaks House, Great Oaks, Basildon, Essex and substitution of a Property known as Unit 1, Vauxhall Supplier Park, North Road, Ellesmere Port, Cheshire
- 68 Fifty-third Supplemental Trust Deed dated 24 September 2004 between (1) the Company, (2) HCL, (3) Hemingway Nominees No 1 (Wellington) Limited, (4) Hemingway Nominees No 2 (Wellington) Limited and (5) the Trustee being a deed of release of property known as 25 Wellington Street, London and substitution of property known as Brunel Park Industrial Estate, Aylesbury and Walton Road, De la Rue, Portsmouth
69. Fifty-fourth Supplemental Trust Deed dated 26 May 2005 between (1) the Company, (2) Hemingway Properties Limited, (3) Hemingway Capital Limited, (4) Hemingway Ellesmere Limited, (5) Hemingway Saturn Limited and (6) the Trustee being a deed of

release of the properties listed therein and substitution of a property known as Oceanic House, 1/1A Cockspur Street, London SW15 5DL

- 70 Fifty-fifth Supplemental Trust Deed dated 5 July 2005 between (1) the Company, (2) the New Charging Companies, (3) the Outgoing Companies (each as defined therein) and (4) the Trustee being a deed of release of the properties listed therein and substitution of the properties listed therein
- 71 Fifty-sixth Supplemental Trust Deed dated 2 April 2009 between (1) the Company, (2) C G I S Erdington Limited and (3) the Trustee being a deed of release of the properties listed therein and substitution of the properties listed therein
- 72 Fifty-seventh Supplemental Trust Deed dated 2 July 2010 between (1) the Company, (2) C G I S West Point Limited, (3) C G I S Littlehampton Limited, (4) Hawthorne Road Nominee (No 1) Limited, (5) Hawthorne Road Nominee (No 2) Limited and (6) the Trustee being a deed of release of the properties listed therein and substitution of the properties listed therein
- 73 Fifty-eighth Supplemental Trust Deed dated 25 June 2012 between (1) the Company, (2) C G I S 68/70 Wardour Street Limited, (3) C G I S Camden Palace Limited and (4) the Trustee being a deed of release of the properties listed therein and substitution of the properties listed therein
- 74 Fifty-ninth Supplemental Trust Deed dated 27 July 2012 between (1) the Company, (2) C.G I S Clerkenwell Road Limited, (3) C G I S Tewkesbury Limited and (4) the Trustee being a deed of release of the properties listed therein and substitution of the properties listed therein
- 75 Sixtieth Supplemental Trust Deed dated 14 June 2013 between (1) the Company, (2) C G I S Erdington Limited and (3) the Trustee being a deed of release of the properties listed therein and substitution of the property (being cash) as set out therein
- 76 Sixty-First Supplemental Trust Deed dated 10 September 2013 between (1) the Company, (2) C G I S (No 4) Limited and (3) the Trustee being a deed of release of the properties listed therein and substitution of the disposal proceeds contained in the Trustee Account to form part of the specifically mortgaged premises ("**61st Supplemental Trust Deed**")
- 77 Sixty-Second Supplemental Trust Deed dated 6 November 2013 between (1) the Company and (2) the Trustee being a deed of withdrawal of cash from the specifically mortgaged premises
- 78 Sixty-Third Supplemental Trust Deed dated 17 December 2013 between (1) the Company (2) C G I S Bradford Limited and (3) the Trustee being a deed of withdrawal and substitution of the property known as land and buildings on the east side of Cutler Heights Lane and land lying to the south-east of Cutler Heights Lane, Dudley Hill, Bradford
- 79 Sixty-Fourth Supplemental Trust Deed dated 23 December 2013 between (1) the Company (2) C.G I S Banbury Limited and (3) the Trustee being a deed of

withdrawal and substitution of the property known as land on the west side of Beaumont Road, Neithrop, Banbury OX16 1QZ

- 80 Sixty-Fifth Supplemental Trust Deed dated 17 January 2014 between (1) the Company (2) C G I S Hook Limited (3) C G I S Oxford Limited and (4) the Trustee being a deed of withdrawal and substitution of the properties known as Serco House, 250 Bartley Wood Business Park, Holt Lane, Hook RG27 9UZ and New Northbrook House, Oxford Science Park, Sandford on Thames, Oxford
- 81 Sixty-Sixth Supplemental Trust Deed dated ~~4 April~~ 2014 between (1) the Company (2) C G I S Nottingham Limited (3) C G I S Parkway One Limited (4) C G I S Gateshead Limited (5) C G I S Milton Keynes Limited (6) C G I S St Paul's House Limited (7) St Paul's House Leeds Nominee No 1 Limited (8) St Paul's House Leeds Nominee No 2 Limited and (9) the Trustee being a deed of withdrawal and substitution of properties

**SCHEDULE 2
NEW PROPERTY**

Address	Title Nos.
All the property briefly known as 1-3 Kingsgate, Queensway, Crawley RH10 1EN	WSX334553

THE COMPANY

Executed as a deed by
HDL DEBENTURE LIMITED
acting by a director and its secretary / two
directors

)
)
)
)

Director

Director/Secretary

NEW CHARGING COMPANY

Executed as a deed by
C.G.I.S. CRAWLEY LIMITED
acting by a director and its secretary / two
directors

)
)
)
)

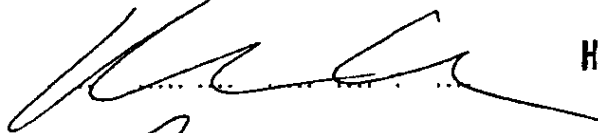
Director

Director/Secretary

The Trustee


Executed as a deed by **CAPITA TRUST COMPANY**)
LIMITED as attorney for **ROYAL EXCHANGE**)
TRUST COMPANY LIMITED acting through)
its duly authorised signatory)

By



Helena Anne Jane Giles

In the presence of



Name

IVA BARDHI

Address

4th Floor

40 Dukes Place

London EC3A 7NH