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

*insert full name
of Company

COMPANIES FORM No. 395

170541 / 13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each 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

7101

00849073

Name of company

* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED in its capacity as trustee of The Industrial Trust (the "Company")

Date of creation of the charge

14 July 2008

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

SUPPLEMENTAL LEGAL MORTGAGE dated 14 July 2008 between the Company and the Security Trustee (the "Legal Mortgage")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other Obligor as at 14 July 2008 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith (the "Indebtedness")

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 280 Bishopsgate, London as security trustee for itself and the other Secured Parties (the "Security Trustee")

Postcode EC2M 4RB

Presenter's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

AXY/JOJ/R546 00615/9992467

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

SATURDAY



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A33

19/07/2008

COMPANIES HOUSE

382

Short particulars of all the property mortgaged or charged

1 FIXED SECURITY AND ASSIGNMENT

(a) The Company (to the extent permitted under applicable law), as continuing security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee and by way of first legal mortgage, the Properties together with all buildings and fixtures (including trade fixtures) on the Properties provided that (i) on payment or discharge in full of the Indebtedness or (ii) on a disposal of a Property (or the units in the Company) in accordance with clause 22 4 (Disposals) of the Facility Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 7 6 (Mandatory Prepayment - Disposal) of the Facility Agreement, the Security Trustee will at the request and cost of the Company release the relevant Property from the Security Interests constituted by the Legal Mortgage

(b) The Company has confirmed that, as security for the payment of all the Indebtedness

(i) it has charged in favour of the Security Trustee by way of fixed charge the assets relating to the Properties and referred to in clause 3 1(b) (Fixed Charges) of the Original Debenture, and

Continued on Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst

Date

18/7/08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED in its capacity as trustee of The Industrial Trust (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE

In this form

"Borrower" means the Company,

"Chargors" means the Borrower and each of the companies listed in schedule 1 to the Original Debenture and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed (as such term is defined in the Original Debenture),

"Facility Agreement" means the facility agreement (as amended from time to time) dated 30 November 2006 under which certain lenders have agreed to make available a loan facility of £230,000,000 to Royal Bank of Canada Trust Corporation Limited as trustee of the Industrial Trust;

"Finance Parties" means the Finance Parties as such term is defined in the Facility Agreement,

"Obligor" means the Obligors as such term is defined in the Facility Agreement,

"Original Debenture" means the debenture dated 4 December 2006 between, amongst others, the Company and the Security Trustee,

"Properties" means the properties detailed in Schedule 1 to the Legal Mortgage, as set out in the schedule hereto,

"Secured Parties" means the Finance Parties,

"Security Interest" means a mortgage, standard security, charge, pledge, lien or other security interest securing any obligation or any person or any other agreement or arrangement having a similar effect

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Company number

00849073

Name of company

*insert full name
of Company

* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED in its capacity as trustee of The
Industrial Trust (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(ii) it has assigned to the Security Trustee by way of security the assets relating to the Properties and referred to in
clause 3 3 (Security Assignment) of the Original Debenture.

(c) A reference in the Legal Mortgage to a charge of any real property includes

(i) all buildings and fixtures on that property, and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of
that property or any monies payable in respect of those covenants

SCHEDULE

Real Property

Property	Title Numbers
Units 1-24 Stort Mill, River Way, Harlow, Essex	EX792874
1-10 Timmis Road, Lye, Stourbridge, DY9 7BQ	WM922598

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+
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 849073
CHARGE NO. 70**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 14 JULY 2008 AND CREATED BY ROYAL
BANK OF CANADA TRUST CORPORATION LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED PARTY
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 19 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES