



## Particulars of a charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

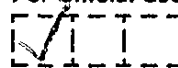
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

M67



2252848

Name of company

\* Stockley Park Consortium Limited

\* insert full name  
of company

Date of creation of the charge

27th June 1989

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

Supplemental Debenture

made supplemental to an unlimited debenture  
dated 5th October 1988 and granted by the  
Company to the Bank

Amount secured by the charge

All money and liabilities whether certain or contingent (including further advances made hereafter by the Bank and secured directly or indirectly by the Supplemental Debenture) which shall from time to time be due owing or incurred by the Company to the Bank pursuant to the terms of the Revised Facility Letter together with interest to date of payment at the rate specified in the Revised Facility Letter and commission and other banking charges and any legal and other costs charges and expenses incurred by the Bank in relation to the Supplemental Debenture or in enforcing the security thereby created in accordance with the provisions of the Revised Facility Letter.

"The Revised Facility Letter" means the Revised Facility Letter dated 10th May 1989 addressed by the Bank to the Directors of the Company whereby the Bank agreed to increase a loan facility of up to £75,000,000 pursuant to a Facility Letter dated 20th July 1988, to £100,000,000 subject to the terms and conditions therein set out.

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

Lloyds Bank PLC ("the Bank")

71 Lombard Street, London.

Postcode

EC3P 3BS

Presentor's name address and  
reference (if any):

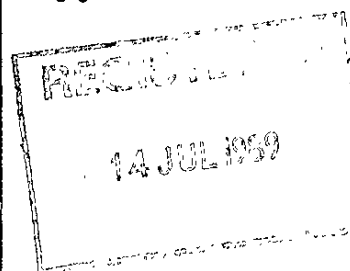
CAMERON MARKBY HEWITT  
Sceptre Court  
40 Tower Hill  
London EC3N 4BB

-(Ref: PAS/PXB/X2244/3776)

For official Use

Mortgage Section

Post room



Time critical reference

The undertaking and all property assets revenues rights and benefits of the Company both present and future (with prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland by way of first floating charge.

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

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Conor Leahy Hunt*

Date 30th June 1989

On behalf of [company][chargee]†

† 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

000

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

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

M69

For official use

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Company number

2252848

Name of company

\* Stockley Park Consortium Limited

Date of creation of the charge

27th June 1989

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

Supplemental Assignment made supplemental to (i) a facility letter dated 20.7.88; (ii) an assignment dated 5.10.88; and (iii) a revised facility letter dated 10.5.89.

Amount secured by the charge

1. The Principal Sum as redefined by the Supplemental Assignment together with interest (including default interest) both before and after judgment at the rates and in the manner and at the time or times provided for in the Revised Facility Letter; and
2. All commission and other banking charges payable to the Bank in accordance with the Bank's usual practice and all legal and other costs charges and expenses incurred by the Bank in relation to the Revised Facility Letter and this Supplemental Assignment ~~or~~ in enforcing the security hereby created in accordance with the provisions of the Revised Facility Letter together with interest thereon both before and after judgment at the rate set out in the Revised Facility Letter and (subject to the terms of the Revised Facility Letter) compounded on such days in each year as the Bank shall from time to time fix

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

Lloyds Bank PLC ("the Bank")  
71 Lombard Street

London

Postcode

EC3P 3BS

17/7  
Presentor's name address and  
reference (if any):

CAMERON MARKBY HEWITT  
Sceptre Court  
40 Tower Hill  
London EC3N 4BB

(Ref: PAS/PXB/X2244/3776)

Time critical reference

For official Use  
Mortgage Section

Post room

14 JUL 1989

14 JUL 1989

Short particulars of all the property charged

By way of assignment by way of security all the Company's right, title and interest to and in the Contract Monies and all rights and benefits whatsoever in respect of the Contract Monies accruing to the Company under the Contract including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach of the Contract by any party thereto other than the Company the effect of which is to reduce the amount of Contract Monies or to delay the receipt of the Contract Monies by the Bank or to place payment of the Contract Monies by USS to the Bank in jeopardy

"Contract" means the Development and Finance Agreement relating to the development of Stockley Park, Heathrow dated 26th November 1984 made between Trust Securities Holding Limited (1) Stockley Plc (2) and USS (3) as novated by a Deed of Novation Variation and Acknowledgment dated 5th October 1988 made between Trust Securities Holdings Limited (1) Stockley Plc (2) USS (3) and the Company (4)

"Contract Monies" means all monies payable to the Company by USS by virtue of Clause 15 of and Schedule 4 to the Contract.

"USS" means Universities Superannuation Scheme Limited

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Caroline Mary Hewitt*

Date 30th June 1989

On behalf of ~~[company]~~ [chargee]†

† 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. 393 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

(continued)

Continuation sheet No 1  
to Form No 395 and 410 (Sect)

Company number

2252848

Use complete  
block type, or  
block lettering

Name of company

Stockley Park Consortium Limited

Limited\*

Delete if  
appropriate

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

Supplemental Assignment

"Revised Facility Letter" means the Revised Facility Letter dated 10th May 1989 addressed by the Bank to the Directors of the Company whereby the Bank agreed to increase a loan facility of up to £75,000,000 pursuant to a Facility Letter dated 29th July 1988, to £100,000,000 subject to the terms and conditions therein set out.

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

"Principal Sum" means the whole or any part of parts from time to time of the Loan specified or referred to in the Facility Letter dated 29th July 1988 as redefined in the Revised Facility Letter and Supplemental Assignment.

Please do not  
write in this  
binding margin.

Please complete  
legibly, preferably  
in ~~wide~~ type, or  
bold block lettering

Names and addresses of the persons entitled to the charge (continued)

Please do not  
write in this  
binding margin

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



# Particulars of a charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

M68

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2252848

Name of company

\* Stockley Park Consortium Limited

Date of creation of the charge

27th June 1989

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

Supplemental Mortgage

made supplemental to (i) a facility letter dated 20.7.88; (ii) a mortgage dated 5.10.88; and (iii) a revised facility letter dated 10.5.89.

Amount secured by the charge

1. The Principal Sum as redefined in the Revised Facility Letter together with interest (including default interest) both before and after judgment at the rates and in the manner and at the time or times provided for in the Revised Facility Letter; and all commission and other banking charges payable to the Bank in accordance with the Bank's usual practice and all legal and other costs charges and expenses incurred by the Bank in relation to the Revised Facility Letter and this Supplemental Mortgage or in enforcing the security hereby created in accordance with the provisions of the Revised Facility Letter together with interest thereon both before and after judgment at the rate set out in the Revised Facility Letter and (subject to the terms of the Revised Facility Letter) compounded on such days in each year as the Bank shall from time to time fix.

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

Lloyds Bank PLC ("the Bank")  
71 Lombard Street, London

Postcode

EC3P 3BS

Presentor's name address and  
reference (if any):

CAMERON MARKBY HEWITT  
Sceptre Court  
40 Tower Hill  
London EC3N 4BB

(Ref: PAS/PXB/X2244/3776)

Time critical reference

For official Use

Mortgage Section

Post room

Short particulars of all the property charged

By way of First Legal Mortgage the Mortgaged Property in existence at the date hereof (subject to the Tenancies).  
"The Mortgaged Property" means the freehold property described in the First Schedule together with all buildings now or at any time during the continuance of the security erected thereon including all additions alterations and improvements thereto together with all fixtures and fittings including trade fixtures and fixed plant and machinery for the time being thereon (except any such as are not the property of the mortgagor) and in all cases where the context requires or admits that the term shall include both the whole and each and every part or parts thereof.  
"The Tenancies" means each and every tenancy or tenancies existing by virtue of the Lease or Leases or Agreement or Agreements for Lease specified in the Second Schedule together with each and every tenancy or tenancies or occupational interests over the Mortgaged Property or any part thereof in existence at the date hereof together also with each and every tenancy or tenancies (if any) created during the continuation of the security (whether by Lease or Leases or Agreement or Agreements for Lease or Leases).

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)

NIL

Signed

*Commodore Anthony Hewitt*

Date

30.6.89.

On behalf of ~~[company]~~ [chargee]†

† 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

do not  
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ding margin.

## Particulars of a charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2252848

Name of company

Stockley Park Consortium Limited

Limited\*

\*delete if  
inappropriate

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

Supplemental Mortgage

"Revised Facility Letter" means the Revised Facility Letter dated 10th May 1989 addressed by the Bank to the Directors of the Company whereby the Bank agreed to increase a loan facility of up to £75,000,000 pursuant to a Facility Letter dated 20th July 1988, to £100,000,000 subject to the terms and conditions therein set out.

"Principal Sum" means the whole or any part or parts from time to time of the Loan specified or referred to in the Facility Letter dated 29th July 1988 as redefined in the Revised Facility Letter and Supplemental Assignment. *Mortgage.*

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

in this  
margin

names and addresses of the persons entitled to the charge (continued)

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

Please see the First Schedule and Second Schedule attached to this Form 395 for details of the Mortgaged Property and the Tenancies.

02.02.68	Lease	Sub-station site on the west side of Rigby Lane	George Wimpey & Company Ltd (1) Southern Electricity Board (2)
25.3.88	Lease	Sub-station site, the Arena	Trust Securities Holdings Limited (1) Southern Electricity Board (2)

STOCKLEY PARK CONSORTIUM LIMITED

Company No. 2252848

The First Schedule to Form 395

(The Mortgaged Property)

- (1) All that freehold land being land on the East and West sides of Stockley Road, West Drayton, as the same is registered at H.M. Land Registry with Title Absolute under Title No. NGL 389080 (excluding the parts thereof transferred to Stockley Park Management Limited and Universities Superannuation Scheme Limited).
- (2) All those three pieces of leasehold land containing together approximately 3.2 acres adjoining Grand Union Canal as the same are registered at H.M. Land Registry with Title Absolute under Title Number NGL 522862.
- (3) All that freehold land known as Dawley Holder Station, Dawley Road, Hayes, as the same is registered at H.M. Land Registry with Title Absolute under Title No. NGL 563864.
- (4) All that freehold land on the West side of Rigby Lane registered at H.M. Land Registry with Title Absolute under Title No. NGL 521279.
- (5) All that freehold land on the North side of the Grand Union Canal and the Dawley Cottage Beerhouse, Dawley as the same is registered at H.M. Land Registry with Title Absolute under Title No. NGL 518308.
- (6) All that freehold land on the West side of Dawley Road and on the North of the Grand Union Canal registered at H.M. Land Registry with Title Absolute under Title No. MX 51187.
- (7) The freehold premises known as 1-15 Rigby Row and 1-10 Bolingbroke Cottages Dawley Road as the same are registered at H.M. Land Registry with Title Absolute under Title Number MX 174457.

(7790G)



The Second Schedule to Form 395

## (The Tenancies)

<u>Date</u>	<u>Document</u>	<u>Premises</u>	<u>Parties</u>
29.04.82	Lease	Land adjoining and to the north of the Grand Union Canal	British Waterways Board (1) F.G. Forbes- Jocham and R. Cotterill (2)
18.08.82	Lease	Land adjoining and to the north of the Grand Union Canal	British Waterways Board (1) Mr and Mrs J. Kirkum (2)
26.05.87	Agreement for Lease	Building B.1 Stockley Park	Trust Securities Holdings Limited (1) Hasbro Bradley U.K. Limited (2) Hasbro Bradley Inc (3) Stockley plc (4)
28.01.88	Agreement for Lease	Building B.2 Stockley Park	Trust Securities Holdings Limited (1) Apple Computer (UK) Limited (2) Apple Computer Inc (3) Stockley plc (4)
29.09.88	Lease	Part Unit 1 Ex Alcan site	Trust Securities Stockley Park Limited (1) R. Hayes Steel Limited (2)
-	Statutory Tenancy	4 Bolingbroke Cottages	Miss E. Allan
-	Statutory Tenancy	5 Bolingbroke Cottages	Mr J. Butler
-	Statutory Tenancy	6 Bolingbroke Cottages	Mr and Mrs T.C. Blair
-	Statutory Tenancy	7 Bolingbroke Cottages	Mrs E. Suddick
-	Statutory Tenancy	8 Bolingbroke Cottages	Mr and Mrs P H. Goodenough

FILE COPY



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

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

reby certify that a mortgage or charge dated the 27th JUNE 1989  
created by STOCKLEY PARK CONSORTIUM LIMITED

securing £100,000.00 and all other moneys due or to become due from  
Company to LLOYDS BANK Plc under the terms of A REVISED FACILITY  
TER DATED 10th MAY 1989

registered pursuant to Chapter I Part XII of the Companies Act  
5, on the 14th JULY 1989  
en under my hand at the Companies Registration Office,  
diff the 25th JULY 1989

2252848

R. M. GRIFFITHS

an authorised officer

C.69

25/7

FILE COPY



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

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

hereby certify that a mortgage or charge dated the 27th JUNE 1989  
and created by STOCKLEY PARK CONSORTIUM LIMITED


for securing all moneys due or to become due from the Company to LLOYDS  
BANK Plc under the terms of A REVISED FACILITY LETTER DATED 10th MAY 1989  
AND THE CHARGE

on any account whatsoever

as registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 14th JULY 1989

given under my hand at the Companies Registration Office,  
Cardiff the 25th JULY 1989

No. 2252848

  
R. M. DAVIES  
an authorised officer

C.69

FILE COPY



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

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


hereby certify that a mortgage or charge dated the 27th JUNE 1989  
and created by STOCKLEY PARK CONSORTIUM LIMITED

for securing £100,000.00 and all other moneys due or to become due from  
the Company to LLOYDS BANK Plc under the terms of A REVISED FACILITY  
LETTER DATED 10th MAY 1989 AND THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 14th JULY 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 25th JULY 1989

No. 2252948

  
R. M. GROVES  
an authorised officer

C.69

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2.5/7