

M

COMPANIES FORM No. 395

Particulars of a mortgage or 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

For official use

Company number

--	--	--	--

2252848

M118

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* Insert full name
of company

Date of creation of the charge

5TH OCTOBER 1988

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

1. The Principal Sum 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 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 Facility Letter and this Mortgage or in enforcing the security hereby created in accordance with the provisions of the Facility Letter together with interest thereon both before and after judgment at the rates set out in the Facility Letter and (subject to the terms of the Facility Letter) compounded on such days in each year as the Bank shall from time to time fix

cont.....

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

LLOYDS BANK PLC ("the Bank")

71 LOMBARD STREET

LONDON

Postcode

EC3P 3BS

Presenter's name address and
reference (if any):CAMERON MARKBY
MOOR HOUSE
LONDON WALL
LONDON EC2Y 5HE

Ref: PXB/X2244/3776

Time critical reference

For official Use
Mortgage Section

Post room

18



Cat. No. CO 395

London:
SHAW & SONS Ltd.,
Shawway House,
Lower Sydenham,
SE26 5AE
LLY 116319/10/88
G.S.M.

Short particulars of all the property mortgaged or 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 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 this security (whether by lease or leases or agreement or agreements for lease or leases).

cont.....

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

Cameron Mackley

Date

6th October, 1988

On behalf of ~~Company~~ [mortgagee/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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th October 1988
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 the Facility Letter dated 20th July 1988

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th October 1988

Given under my hand at the Companies Registration Office,
Cardiff the 27 OCT 1988

No. 2252848

R. M. GROVES
an authorised officer

Certificate and instrument received by

..... L/C

..... P.S.

Date 1/11

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or 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 mortgage or charge (continued) (note 2)

"The 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.

"The Facility Letter" means the letter dated 20th July 1988 addressed by the Bank to the directors of the Company whereby the Bank agreed to make available to the Company a loan facility for up to £75,000,000 subject to the terms and conditions therein set out.

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

Please do not
write in this
binding margin

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

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

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

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

Note: By Clause 5 (6) of the Mortgage the Company covenanted with the Bank at all times during the continuance of the security not without the previous written consent of the Bank create or permit to subsist any other mortgage legal charge assignment charge debenture lien pledge or other security or encumbrance whatsoever over or in respect of the Mortgaged Property or any part thereof provided that:-

- (i) The Bank acknowledged that the Mortgage was subject to
 - (a) the matters affecting the Mortgaged Property which were referred to in the Transfer
 - (b) the rights of USS pursuant to the Development and Finance Agreement including but without limitation the rights contained in Clauses 2.10 7.02 7.09 and 7.10 20 and 21 thereof
 - (c) the rights of USS pursuant to the Financial Undertaking including but without limitation the rights contained in Clause 6 thereof
- (ii) the Company might enter into easements wayleaves licences or agreements (other than agreements for lease to which Clause 5 (7) of the Mortgage applied) in the ordinary course of the Project unless a breach was thereby caused of clause 5(b) of the Facility Letter which is not remedied in accordance with clause 5 (c) of the Facility Letter

"Development and Finance Agreement" means the Development and Finance Agreement relating to the development of Stockley Park Phase 1 (as defined in the Mortgage) dated 26th November 1984 made between Trust Securities Holdings 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)

"Financial Undertaking" means a Deed dated 20th December 1984 made between USS (1) the Mayor and Burgesses of the London Borough of Hillingdon (2) Trust Securities Holdings Limited (3) and Stockley Plc (4) as varied by a Deed supplemental thereto dated 5th October 1988 made between USS (1) the Mayor and Burgesses of the London Borough of Hillingdon (2) Trust Securities Holdings Limited (3) Stockley Plc (4) and the Company (5)

"the Project" means the development of Stockley Park Phase 1 (as defined in the Mortgage) in accordance with the Development Scheme (as defined in the Mortgage) and the development of Stockley Park Phase 2 (as defined in the Mortgage) (with or without adjoining or neighbouring land now or subsequently owned by the Company) in accordance with a scheme of development implemented by the Company

"Transfer" means a Transfer of the Mortgaged Property (with other property) of even date made between Trust Securities Holdings Limited and others (1) and the Company (2)

"USS" means Universities Superannuation Scheme Limited

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)

STOCKLEY PARK CONSORTIUM LIMITED

Co. No. 2252848

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

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)

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
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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

M119

For official use

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Company number

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

Date of creation of the charge

5TH OCTOBER 1988

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

DEBENTURE

Amount secured by the mortgage or charge

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

"The Facility Letter" means a facility letter dated 20th July 1988 addressed by the Bank to the directors of the Company whereby the Bank agreed to make available to the Company a loan facility for up to £75,000,000 subject to the terms and conditions therein set out.

Names and addresses of the mortgagees 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
MOOR HOUSE
LONDON WALL
LONDON EC2Y 5HE

REF: PXB/X2244/3776

Time critical reference

For official Use
Mortgage Section

REGISTERED

19 OCT 1988

Post room



Cat. No. CO 395

London:
SHAW & SONS Ltd.,
Shawway House,
Lower Sydenham,
SE26 5AE
LLY 1163

Short particulars of all the property mortgaged or charged

The undertaking and all property assets revenues rights and benefits of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland by way of first floating charge.

Note: by Clause 3(b) of the Debenture, the Company shall not without the consent in writing of the Bank create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the charged property ranking either in priority to or pari passu with any charge thereby created with the exception of the Legal Mortgage created over the Properties (as defined in the Facility Letter) between the parties to the Debenture of even date with the Debenture.

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

Cameron Mackenzie

Date

6th October, 1988

On behalf of ~~company~~ [mortgagee/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 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 situated 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th October 1988 and created by STOCKLEY PARK CONSORTIUM LIMITED for securing all moneys due or to become due from the Company to Lloyds Bank PLC on any account whatsoever under the terms of the Facility Letter dated 20th July 1988

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 18th October 1988

Given under my hand at the Companies Registration Office,
Cardiff the 27 OCT 1988

No. 2252848

R. M. GROVES
an authorised officer

Certificate and instrument received by

..... Llc

..... P.S.

Date 1/11

M

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

* insert full name
of company

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

M120

For official use

Company number

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

Date of creation of the charge

5th OCTOBER 1988

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

ASSIGNMENT

Amount secured by the charge

1. The Principal Sum 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 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 Facility Letter and this Assignment or in enforcing the security hereby created in accordance with the provisions of the Facility Letter together with interest thereon both before and after judgment at the rates set out in the Facility Letter and (subject to the terms of the Facility Letter) compounded on such days in each year as the Bank shall from time to time fix

cont...

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
MOOR HOUSE
LONDON WALL
LONDON EC2Y 5HE

Ref: PXB/X2244/3776

Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

18 OCT 1988



19/10

Please do not write in this margin

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

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 Holdings 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

General Banking

Date 6th October, 1988

On behalf of ~~XXXXXX~~ [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, Maindy, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or 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 mortgage or charge (continued) (note 2)

"Facility Letter" means the Facility Letter dated 29th July 1988 addressed by the Bank to the directors of the Company whereby the Bank agreed to make available to the Company a loan facility of up to £75,000,000 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.

Please do not
write in this
binding margin

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

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

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th October 1988
and created by SICCKLEY PARR CONSORTIUM LIMITED for securing all moneys
due or to become due from the Company to Lloyds Bank PLC under the terms
of a Facility Letter dated 20th July 1988

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th October 1988

Given under my hand at the Companies Registration Office,
Cardiff the 21/10/88

No. 2252848

on authorised officer

Certificate and instrument received by

.....*UC*.....

.....*P.S.*.....

Date*11/11*.....

C.69

M

COMPANIES FORM No. 395

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)

M67

For official use

☒ ☐ ☐ ☐ ☐ ☐

Company number

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.

(11/1)

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

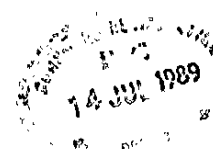
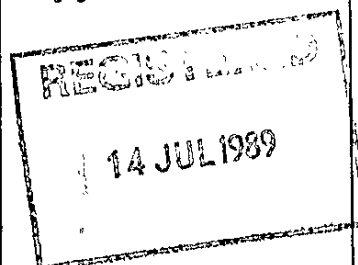
CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB

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

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property charged

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 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

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



COMPANIES FORM No. 395
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

M69

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

Please write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Camron Murray 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 situated 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

**Particulars of a charge
(continued)**Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

2252848

Name of company

Stockley Park Consortium Limited

Limited*

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 20th July 1988, to £100,000,000 subject to the terms and conditions therein set out. *cmf*

"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
finding margin

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

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

Short particulars of all the property charged (Continued)

Please do not
write in this
binding margin

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



COMPANIES FORM No. 395

Particulars of a charge**395**Please do not
write in
this margin

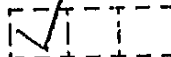
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

M68



2252848

Name of company

* Stockley Park Consortium Limited

* Insert full name
of company

Date of creation of the charge

22nd 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):

17/7
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

24 JUL 1989

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

Commerical Laundry Permit

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

do not
in this
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

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

[illegible]

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

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

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)

STOCKLEY PARK CONSORTIUM LIMITED

Co. No. 2252848

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

I 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

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. 2252848


R. M. GROVES

an authorised officer

C.69

P
25/7

FILE COPY



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

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

I 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

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. 2252848

A handwritten signature in dark ink, appearing to read 'R. M. G. JONES'.

R. M. G. JONES
an authorised officer

C.69

P
25/7

FILE COPY



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

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

I 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. 2252848

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

an authorised officer

C.69

P
22/7

Particulars of a charge

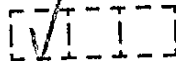
395

Pursuant to section 395 of the Companies Act 1985

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

M47

For official use



Company number

2252848

Name of company

STOCKLEY PARK CONSORTIUM LIMITED

Date of creation of the charge

28th September 1989

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

SECOND SUPPLEMENTAL ASSIGNMENT

Amount secured by the charge

1. The Principal Sum together with interest (including default interest) both before and after judgment at the rates and in the manner and at the time or time provided for in the 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 Facility Letter and the Second Supplemental Assignment or in enforcing the security thereby created in accordance with the provisions of the Facility Letter together with interest thereon both before and after judgment at the rate set out in the Facility Letter and (subject to the terms of the 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

71 LOMBARD STREET

LONDON

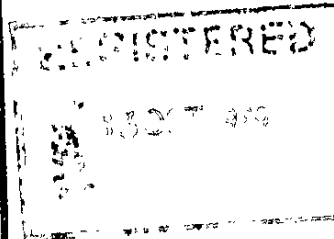
Postcode

Ec3P 3BS

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

9/10
16/10

Cameron Markby Hewitt
Sceptre Court,
40 Tower Hill,
London EC3N 4BB
Ref:JJW X2244 4821

For official Use
Mortgage Section

Post room

Time critical reference
by post

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 benefit 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 Holdings Limited (1) Stockley Plc (2) and USS (3) as novated by a Deed of Novation Variation and Acknowledgement 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.

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

Date 12th October 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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a charge
(continued)**

1

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

Company number

2252848

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

Name of company

STOCKLEY PARK CONSORTIUM

*delete if
inappropriate

Limited*

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

--

The "Facility Letter" means the facility letter dated 20th July 1988 addressed by the Bank to the Directors of the Company whereby the Bank agreed to grant a loan facility of up to £75,000,000 as amended by supplemental facility letters dated 9th May 1989 (increasing the facility to £100,000,000) and 28th September 1989 (increasing the facility up to £150,000,000).

"Principal Sum" means the whole or any part or parts from time to time of the loan of up to £150,000,000 made available pursuant to the Facility Letter and for the avoidance of doubt shall include amounts outstanding from time to time under the increased facilities made available under the terms of the Facility Letter and any further increases to which the Agent or the Banks or any of them may from time to time agree in writing supplemental to the Facility Letter.

Please do not
write in this
binding margin

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Second Supplemental Assignment dated 28th SEPTEMBER 1989 and created by STOCKLEY PAPER CONSORTIUM LIMITED for varying the terms of the original Assignment dated 20th JULY 1988 was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th OCTOBER 1989

Given under my hand at the Companies Registration Office,

Cardiff the 24th OCTOBER 1989

No. 2252848

R. M. GROVES
an authorised officer

Certificate and instrument received by

.....

.....

Date



Particulars of a charge

395

Please do not
write in
this margin

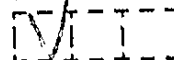
Pursuant to section 395 of the Companies Act 1985

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

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

M48

For official use



Company number

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

Date of creation of the charge

28th September 1989

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

SECOND SUPPLEMENTAL DEBENTURE

Amount secured by the charge

All money and liabilities whether certain or contingent including further advances made thereafter by the Bank and secured directly or indirectly by the Debenture, these further advances shall comprise the drawings under the increase in the facilities made available pursuant to the Facility Letter and drawings under any additional facilities made available to the Company pursuant or supplemental to the Facility Letter, together with interest to date of payment at the rate specified in the 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 Debenture or in enforcing the security thereby created in accordance with the provisions of the Facility Letter.

The "Facility Letter" means the facility letter dated 20th July 1988 addressed by the Bank to the Directors of the Company whereby the Bank

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

LLOYDS BANK Plc

71 LOMBARD STREET

LONDON

Postcode

EC3P 3BS

16/10
15/10
Presentor's name address and
reference (if any):

Cameron Markby Hewitt
Sceptre Court,
40 Tower Hill,
London EC3N 4BB
Ref:JJW X2244 4821

Time critical reference
by post

For official Use
Mortgage Section

Post room



Short particulars of all the property charged

The undertaking and all property assets, revenues, rights and benefit of the Company both present and future (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland by way of first floating charge.

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

Date 12th October 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
binding margin

Particulars of a mortgage or charge (continued)

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

Company number

2252848

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

Name of company

STOCKLEY PARK CONSORTIUM

Limited*

*delete if
inappropriate

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

agreed to grant a loan facility of up to £75,000,000 as amended by supplemental facility letters dated 9th May 1989 (increasing the facility to £100,000,000) and 28th September 1989 (increasing the facility up to £150,000,000.

Please complete
legibly, preferably
black type, or by
block lettering

"Debenture" means the debenture dated 5th October 1988 as varied and supplemented by the supplemental debenture dated 27th June 1989 and the second supplemental debenture dated 28th September 1989.

Please do not
write in this
binding margin

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

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

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

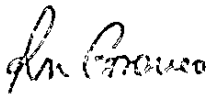
Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 28th SEPTEMBER 1989 and created by STOCKLEY PARK CONSORTIUM LIMITED for securing all moneys due or to become due from the Company to LLOYDS BANK Plc as Agent and Trustee for the Banks including further advances under the terms of the original Facility Letter dated 20th JULY 1988 as varied and supplemented

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th OCTOBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 24th OCTOBER 1989

No. 2252848


R. M. GROVES
an authorised officer

Certificate and instrument received by

.....POST.....

Date .. 24/10

BR.



COMPANIES FORM No. 395

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

M45

For official use

Company number

--	--	--	--	--	--

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

Date of creation of the charge

28th September 1989

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

SECOND SUPPLEMENTAL MORTGAGE

Amount secured by the charge

1. The Principal Sum together with interest (including default interest) both before and after judgment at the rates and in the manner and at the time or time provided for in the 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 Facility Letter and the Second Supplemental Mortgage or in enforcing the security thereby created in accordance with the provisions of the Facility Letter together with interest thereon both before and after judgment at the rate set out in the Facility Letter and (subject to the terms of the 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

71 Lombard Street

London

Postcode

EC3P 3BS

Presenter's name address and
reference (if any):Cameron Markby Hewitt
Sceptre Court,
40 Tower Hill,
London EC3N 4BB
Ref:JJW X2244 4821For official Use
Mortgage Section

Post room



Time critical reference

by post

Short particulars of all the property charged

Please do not
write in
this margin

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

By way of first legal mortgage the Mortgaged Property in existence at the date hereof (subject to the Tenancies).

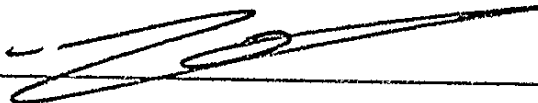
"the Mortgaged Property" means the freehold property described in the First Schedule together with all buildings now or at any time during the continuance of the security erected thereon including all additions, alterations and improvements thereto together with all fixtures and fittings including trade fixtures and fixed plant and machinery for the time being thereon (except any such as are not the property of the Company) 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).

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

12th October 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 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 sec¹ 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
binding 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*

*delete if
inappropriate

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

The "Facility Letter" means the facility letter dated 20th July 1988 addressed by the Bank to the Directors of the Company whereby the Bank agreed to grant a loan facility of up to £75,000,000 as amended by supplemental facility letters dated 9th May 1989 (increasing the facility to £100,000,000) and 28th September 1989 (increasing the facility up to £150,000,000).

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

"Principal Sum" means the whole or any part or parts from time to time of the loan of up to £150,000,000 made available pursuant to the Facility Letter and for the avoidance of doubt shall include amounts outstanding from time to time under the increased facilities made available under the terms of the Facility Letter and any further increases to which the Agent or the Banks or any of them may from time to time agree in writing supplemental to the Facility Letter.

Please do not
write in this
binding margin

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

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

The First Schedule
("the Mortgaged Property")

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

- (1) All that the 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 number NGL389080 (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 NGL522862.
- (3) All that the 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 number NGL563864.
- (4) All that freehold land on the west side of Rigby Lane registered at H.M.Land Registry with title absolute under title number NGL521279.
- (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 number NGL518308.
- (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 number MX51187.
- (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 MX174457.

The Second Schedule
"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)

Please do not
write in this
binding margin

Particulars of a charge (continued)

Continuation sheet No. 2
to Form No 395 and 410 (Scot)

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

Company number

2252848

Name of company

STOCKLEY PARK CONSORTIUM

Limited*

*delete if
inappropriate

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

Amount due or owing on the charge (continued)

Please do not
write in this
binding margin

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

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

Page 3

Short particulars of all the property charged (Continued)

Please do not
write in this
binding margin

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE


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

I hereby certify that a mortgage or charge dated the 28th SEPTEMBER 1989 and created by STOCKLEY PARK CONSORTIUM LIMITED for securing all moneys due or to become due from the Company to LLOYDS BANK Plc as Agent and Trustee for itself and for the Banks under the terms of the Facility Letter dated 20th JULY 1988 as varied and supplemented

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th OCTOBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 24th OCTOBER 1989

No. 2252848


R. M. GROVES
an authorised officer

Certificate and instrument received by

.....POST.....

.....
Date24/10.....

BR.

M

COMPANIES FORM No. 395

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

M44

For official use

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Company number

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

Date of creation of the charge

28th September 1989

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

MORTGAGE

Amount secured by the charge

1. The Principal Sum together with interest (including default interest) both before and after judgment at the rates and in the manner and at the time or time provided for in the 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 Facility Letter and the Mortgage or in enforcing the security thereby created in accordance with the provisions of the Facility Letter together with interest thereon both before and after judgment at the rate set out in the Facility Letter and (subject to the terms of the 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

71 Lombard Street

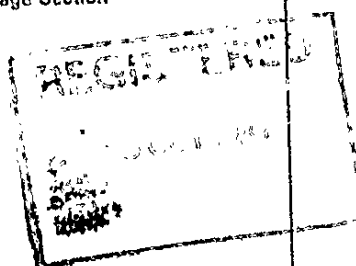
London

Postcode

EC3P 3BS

Presenter's name address and
reference (if any):Cameron Markby Hewitt
Sceptre Court,
40 Tower Hill,
London EC3N 4BB
Ref:JJW X2244 4821For official Use
Mortgage Section

Post room

* Time critical reference
by post

Short particulars of all the property charged

Please do not
write in
this margin

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

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 Company) 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).

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

12th October 1989

On behalf of [company] [chargee] t

1 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 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
binding 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*

*delete if
inappropriate

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

--

The "Facility Letter" means the facility letter dated 20th July 1988 addressed by the Bank to the Directors of the Company whereby the Bank agreed to grant a loan facility of up to £75,000,000 as amended by supplemental facility letters dated 9th May 1989 (increasing the facility to £100,000,000) and 28th September 1989 (increasing the facility up to £150,000,000).

"Principal Sum" means the whole or any part or parts from time to time of the loan of up to £150,000,000 made available pursuant to the Facility Letter and for the avoidance of doubt shall include amounts outstanding from time to time under the increased facilities made available under the terms of the Facility Letter and any further increases to which the Agent or the Banks or any of them may from time to time agree in writing supplemental to the Facility Letter.

Please do not
write in this
binding margin

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

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

The First Schedule
the "Mortgaged Property"

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

ALL THAT freehold land being land on the south side of Horton Lane as the same is registered at H.M.Land Registry with title absolute under title number MX209264.

The Second Schedule
the "Tenancies"

<u>No.</u>	<u>Date</u>	<u>Document</u>	<u>Parties</u>
1	6.11.62	Lease	The Urban District Council of Viewsley and West Drayton (1) Arup & Arup Limited (2)
2	17.11.77	Lease	The Mayor Aldermen and Burgesses of the London Borough of Hillingdon (1) Arup & Arup Limited (2)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 26th SEPTEMBER 1989 and created by STOCKLEY PARK CONSORTIUM LIMITED for securing all moneys due or to become due from the Company to LLOYDS BANK Plc as Agent and Trustee for itself and for the Banks under the terms of the Facility Letter dated 20th JULY 1988 as varied and supplemented

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th OCTOBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 24th OCTOBER 1989

No. 2252848

R. M. GROVES
an authorised officer

Certificate and instrument received by

.....P.O.S.T.....

Date24/10.....

BR.

C.69

M

Particulars of a mortgage or 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

M20C.
For official use

Company number

Name of company

2252848

* insert full name
of company

* STOCKLEY PARK CONSORTIUM LIMITED

Date of creation of the charge

17th April 1991

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

FURTHER SUPPLEMENTAL AGREEMENT

Amount secured by the mortgage or charge

Six million six hundred thousand pounds (£6,600,000)

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

UNIVERSITIES SUPERANNUATION SCHEME LIMITED

RICHMOND HOUSE

RUMFORD PLACE LIVERPOOL

Postcode

L3 9FD

24 APR 1991

23/4
Presentor's name address and
reference (if any):

Alsop Wilkinson

India Buildings

Water Street

LIVERPOOL L2 0NH

(£)

For official Use
Mortgage Section

REGISTERED

18 APR 1991

Post room

RICHMOND HOUSE

18 APR 1991

69

Time critical reference

Page 1

Jordan's

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS Tel. 0272-230600 Telex 449119

Short particulars of all the property mortgaged or charged

An account with Universities Superannuation Scheme Limited's ("USS") bankers in England in USS's sole name but designated "re Stockley Park - Local Authority Guarantee"

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)

Signed

Alroy Wilkins

Date

17th April 1991

On behalf of [company] [mortgagee/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.

FILE COPY



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

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

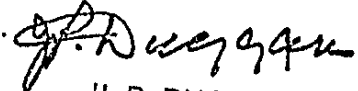
I hereby certify that a mortgage or charge dated the 17th APRIL 1991
and created by STOCKLEY PARK CONSORTIUM LIMITED

for securing £6,600,000.00 due from the Company to UNIVERSITIES
SUPERANNUATION SCHEME LIMITED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th APRIL 1991

Given under my hand at the Companies Registration Office,
Cardiff the 26th APRIL 1991

No. 2252848


J. P. DUGGAN
an authorised officer

C.69



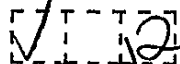
Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number



2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Date of creation of the charge

27 October 1993

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

A Debenture (the "Debenture") dated 27 October 1993 and made by the Borrower in favour of SKSP Limited and Prudential Property Investments Limited (the "Lenders")

Amount secured by the mortgage or charge

The Obligations in accordance with the terms of the Finance Documents.

Definitions

1. Interpretation

1.1 In this Form 395 the following expression shall have the following meanings (save to the extent that the context otherwise so requires):-

"Agreements" means (severally):

- (i) all Agreements for Lease;
- (ii) all Agreements for Sale;

continued.....

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

SKSP Limited of Lansdowne House, Berkeley Square, London W1X 6BP and

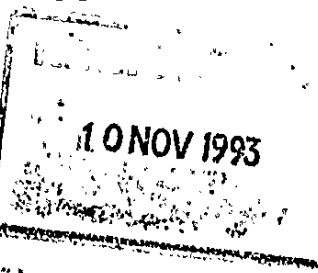
Prudential Property Investments Limited of 142 Holborn Bars, London EC1N 2NH

Postcode

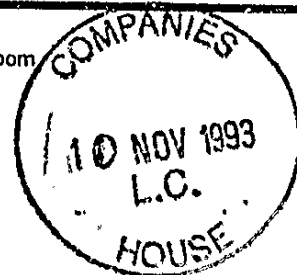
Presentor's name, address and
reference (if any):Clifford Chance
200 Aldersgate Street
London EC1A 4JJ

Ref: JCYM/K0994/90/AMLJ/AJK

Time critical reference

For official use
Mortgage section

Post room



1. Security

1.1 Charge over property

By clause 3.1 of the Debenture the Borrower as beneficial owner has (and to the intent that the security so constituted shall be a continuing security in favour of the Lenders) charged in favour of the Lenders jointly with the payment and discharge of the Obligations:

- (i) by way of first legal mortgage the Property; and
- (ii) by way of first fixed equitable share all its rights, title and interest in the Property (other than the Property effectively charged by way of first legal mortgage under sub-clause 3.1(i) of the Debenture).

continued.....

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)

NONE

Signed

Clifford Chance

Date

10th November 1993

On behalf of ~~the company~~ *the lenders as* mortgagee/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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

2252848

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

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

*Delete if
inappropriate

Limited*

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

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings, whether now or hereafter in existence for or relating to the creation of any estate interest or right in or over the Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Property);

"Agreements for Sale" means (severally) all agreements, contracts or options now or hereafter to come into existence for or in relation to the assignment, transfer or disposal by way of sale of the whole or any part of the Property or any estate or interest therein or under which any capital sum is or is to be derived from the Property or any part thereof;

"Bank Accounts" means (severally) the bank accounts described in the First Schedule (see below);

"Bolton Building" means the freehold land on the north side of Institute Street, Bolton registered with Title Absolute under title number GM 433243;

"Borrower" includes its successors in title and assigns and those deriving title from the Borrower or otherwise entitled to redeem the security constituted hereby;

"Charged Property" means the property, assets and income of the Borrower for the time being assigned or charged whether by way of legal mortgage, fixed charge or floating charge or legal or equitable assignment to the Lenders by or pursuant to the Debenture or any other Finance Documents to which the Borrower is a party - for the avoidance of doubt the "Excluded Assets" do not form part of the Charged Property except if and to the extent provided for in clause 3.4 of the Debenture;

"Event of Default" means any of the following events:

- (a) the Borrower fails to pay any sum due under the Loan Agreement within 5 days of its due date; or
- (b) the Borrower defaults in the due performance or observance of any material obligation accepted or undertaking given it in the Loan Agreement or any representation warranty or statement made by the Borrower in the Loan Agreement or pursuant to the Loan Agreement proves to have been materially incorrect as of the date it was made or deemed made; or
- (c) the Borrower fails to pay when due any amount due or within any period of grace provided with respect thereto under any agreement evidencing other indebtedness or contingent obligation or the Borrower shall be in default or receive notice of default in any other respect under any such agreement where the effect of such default is to cause or permit such indebtedness or obligation to become due or become capable of being declared due prior to its stated maturity or any security for any liability of the Borrower present or future shall become enforceable; or
- (d) an encumbrancer takes possession or a receiver is appointed of any of the Borrower's assets or undertaking or a petition is presented for the making of an administration order or any judgment made against the Borrower is not discharged within 14 days; or

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

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SHORT PARTICULARS continued...

1.2 Charge over other Assets

By clause 3.2 of the Debenture the Borrower as beneficial owner has (and to the intent that the security so constituted shall be a continuing security in favour of the Lenders) charged (to the extent that the same may be lawfully charged by it) by way of first fixed charge in favour of the Lenders jointly for the payment and discharge of the Obligations all its right, title and interest in:

- (1) the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Borrower in respect of the Property and all documents now or hereafter in existence necessary to enable the Lenders to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Borrower under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Borrower thereunder) and all the Borrower's rights or remedies now or hereafter in existence arising thereunder;
- (2) all estates and other interests in freehold leasehold and other immovable property wheresoever situate now or hereafter belonging to the Borrower (but excluding the Property and the Excluded Assets);
- (3) the Borrower's rights now or hereafter to recover any VAT on any supplies made to it from any VAT charged or to be charged on supplies made or to be made by it and any sums so recovered;
- (4) all present or future banking accounts of the Borrower situate in any jurisdiction including without limitation the Bank Accounts and any and all monies from time to time standing to the credit thereof including interest accrued thereon all book and other debts and monetary claims now or at any time hereafter due or owing to the Borrower together with the full benefit of guarantees and securities therefor and indemnities in respect thereof and all liens reservations of title rights of tracing and other rights enabling the Borrower to enforce any such debts or claims;
- (5) all stocks shares debentures loan capital rights to subscribe for convert other securities into or otherwise acquired any stocks shares debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Borrower together with any dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing including without limitation the Securities;
- (6) the benefit of the Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Borrower thereunder and all the Borrower's rights or remedies now or hereafter in existence arising thereunder;

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2252848

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

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Limited*

*Delete if
inappropriate

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

- (e) an order is made or an effective resolution is passed for the winding up of the Borrower or the Borrower is insolvent or stops or threatens to stop payment of its debts generally or is deemed unable to pay its debts as they fall due provided that the circumstances specified in Section 123(2) of the Insolvency Act 1986 shall not then cause the Borrower to be deemed either insolvent or unable to pay its debts for the purposes of this paragraph (e) or the directors of the Borrower become obliged to convene a meeting pursuant to Section 142 of the Companies Act 1985 or the Borrower makes or seeks to make any arrangement or composition with its creditors (whether under Part I of the Insolvency Act 1986 or otherwise); or
- (f) any guarantee or security or other document in respect of the Loan Agreement or any provision thereof for any reason is not observed or ceases to be continuing or is no longer in full force and effect or becomes in jeopardy and such event, in the reasonable opinion of Prudential and/or SKSP, has or may have a material adverse effect either on the value of the security or on the Borrower's ability to meet its obligations under the Loan Agreement; or
- (g) the Borrower ceases or threatens to cease to carry on its business in the normal course; or
- (h) voting control of the Borrower is acquired by any person, or company or group of connected persons (as defined in Section 839 of the Income and Corporation Taxes Act 1988) not having control of the Borrower at 27 October 1993 provided that a rearrangement of the shareholdings of the shareholders of the Borrower as at 27 October 1993, which does not involve the introduction of any new shareholders, shall not constitute an Event of Default; or
- (i) any of the above events occur in relation to any subsidiary of the Borrower (having assets of a value which would be material in relation to the Borrower and its subsidiaries as a whole) (other than an event referred to in (h) above) or any guarantor under the Loan Agreement;

"Excluded Assets" means the Borrower's interest in the whole or any part of the Harefield Land, the Bolton Building, the Glaxo Land, the Planning Gain Land, the Former Substation Site, the Packet Boat Lane Land, the Land on the east of Stockley Road, the Land to the south of Grand Union Canal, the Foresters Arms Public House and the Four houses;

"Finance Documents" means the Debenture, the Loan Agreement, and all other documents from time to time creating evidencing or entered into as security for or guaranteeing the obligations of the Borrower under the Debenture or under the Loan Agreement and any document entered into from time to time pursuant to the Debenture or the Loan Agreement;

"Fixtures" includes all buildings, erections and structures at any time on or in the course of construction on the Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time in or on or belonging to any Property;

"Foresters Arms Public House" means all that freehold land known as Foresters Arms Public House, Chapel Lane, Stockley Road, Stockley, West Drayton registered with Title Absolute under title number NGL 86036;

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- (7) the Rental Income and the Sale Proceeds and all right, title and interest to and in the same and the benefit thereof and the right to make demand for and receive the same;
- (8) the benefit of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any Leases or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any Lease and of all guarantees or indemnities in any of the aforesaid;
- (9) the benefit of all rights and claims to which the Borrower is now or may hereafter become entitled in relation to the Property (including those against all persons who now or may at any time be in occupation of the Property under any Leases and all guarantors and sureties for the obligations of such persons);
- (10) the benefit of all guarantees, warranties and representations given or made now or hereafter by and any rights or remedies against all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures;
- (11) the goodwill of the Borrower and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Borrower or by a receiver appointed under the Debenture or a liquidator);
- (12) all plant and machinery now or at any time hereafter belonging to the Borrower (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress) and all Fixtures;
- (13) all chattels which cost more than £1,000 on the Property now or at any time hereafter hired, leased or rented by the Borrower to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and
- (14) the benefit of all present and future licences held in connection with the business carried on upon the Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Borrower under the Licensing Act 1964.

1.3. Floating Charge

By clause 3.3 of the Debenture;

- (1) The Borrower as beneficial owner has (and to the intent that the security so constituted shall be a continuing security in favour of the Lenders) charged in favour of the Lenders with the payment and discharge of the Obligations by way of first floating charge the whole of the Borrower's undertaking and all its property, rights and assets whatsoever and wheresoever present and future other than any property for the time

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Forms Nos 395 and 410 (Scot)

Company number

2252848

Please complete
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in black type, or
bold black lettering

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Limited^s

*Delete if
inappropriate

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

"Former Substation Site" means all that freehold land to the west of Yiewsley Bypass (formerly Stockley Road) as the same is registered at H.M. Land Registry with Title Absolute under title number MX452791;

"Four houses" means the four houses occupied by people who were previously statutory tenants of cottages on what is known as the Phase 2 site the addresses of which are 55 Holly Gardens, West Drayton, 43 Saxony Parade, Hayes, 28 Botwell Common Road, Hayes, and 26 Botwell Lane, Hayes;

"Glaxo Land" means all those pieces of leasehold land adjoining Grand Union Canal as the same are registered at H.M. Land Registry with Title Absolute under title number NGL 522862 (excluding the parts thereof transferred to London Borough of Hillingdon);

"Harefield Land" means the freehold land on the west side of Church Hill, Harefield as the same is registered at H. M. Land Registry with Title Absolute under title number MX238909;

"Leases" means (severally) any lease, underlease, sub-lease, licence, agreement, option, occupation agreement or any other document governing the use or occupation of the Property or any part thereof;

"Land on the east of Stockley Road" means all that freehold land on the east side of Stockley Road, Yiewsley as the same is registered at H.M. Land Registry with Title Absolute under title number NGL434145;

"Land to the south of Grand Union Canal" means the land to the south of Grand Union Canal registered with leasehold title absolute (leased from British Waterways Board under a 999 year lease) with title number NGL551637;

"Lenders" includes any successor in title, transferee or assignee of either of the Lenders whether legal or equitable;

"Loan Agreement" means the agreement dated 25 July 1988 and made between Stockley Park Consortium Limited and SKSP Limited and Prudential Property Investments Limited as amended by the Supplemental Loan Agreement and the Second Supplemental Loan Agreement and the Third Supplemental Loan Agreement and as amended, extended or replaced from time to time;

"Obligations" means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due, owing or incurred by the Borrower to the Lenders under or pursuant to the Finance Documents and any reference herein shall include all or any part thereof;

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

being effectively charged by way of fixed charge or assigned to the Lenders by clauses 3.1 and 3.2 of the Debenture or otherwise pursuant to the Debenture.

- (2) The Lenders shall be entitled at any time after the occurrence of an Event of Default by notice in writing to the Borrower to convert the floating charge created by clause 3.3 of the Debenture into a fixed charge affecting all the property and assets which for the time being are the subject of such floating charge or as the case may be such of the said property and assets as are specified by such notice.

2. Excluded Property

The security from time to time constituted by or pursuant to the Debenture shall not extend to the Borrower's interest in the Excluded Assets Provided that

- (1) the Bolton Building is transferred by the Borrower on or before 31 March 1994
- (2) with regard to the Planning Gain Land the Lenders may by notice to the Borrower require the Borrower to request the London Borough of Hillingdon to give consent to the Planning Gain Land coming within the security created by the Debenture

The Borrower's interest in the Bolton Building not so transferred and in the Planning Gain Land for which such consent is given shall automatically become subject to the security created by the Debenture by way of first fixed charge.

3. Negative Pledge

By clause 5.1 of the Debenture:-

- (1) the Borrower has undertaken with the Lenders not at any time during the subsistence of the security constituted by the Debenture to create or permit to subsist any encumbrance over the Charged Property or any part or parts thereof (save a lien arising by operation of law in the ordinary course of business).
- (2) the Borrower has undertaken with the Lenders not, without the prior written consent of the Lenders, to:
- (a) sell, transfer, lease, lend or otherwise dispose of the Charged Property or any part or parts thereof or enter into any agreement for the same;
- (b) dispose or agree to dispose of or create or agree to create any legal or equitable estate or interest in or over the Charged Property;
- (c) grant or agree to grant any licence or consent whether expressly or by conduct for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which the Charged Property may from time to time be subject;

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 4
to Forms Nos 395 and 410 (Scot)

Company number

2252848

Please complete
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in black type, or
bold block lettering

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Limited*

*Delete if
inappropriate

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

"Packet Boat Lane Land" means all that freehold land on the north side of Packet Boat Lane, Cowley between Fray's River and the Grand Union Canal as the same is registered at H.M. Land Registry with Title Absolute under title number NGL564806.

"Planning Gain Land" means the Borrower's right, title and interest in the land known as Green Belt Parcel A, Green Belt Parcel B and Green Belt Parcel C as those expressions are defined in a planning agreement dated 2nd May 1990 as varied by a deed of variation dated 1st June 1993;

"Property" means (save as may be otherwise defined) the Property described in the Second Schedule (see below) with the Fixtures thereon and shall be taken to include references to the whole or any part or parts of any property comprised therein at any time;

"Receiver" means a receiver or receiver and manager or an administrative receiver as the case may be;

"Rental Income" means at any time the gross rents, licence fees and other monies reserved by or arising out of leases and underleases (or agreements therefor), tenancy agreements and licences to which the Borrower's interest in the property and/or any part of parts thereof is in reversion (whether mediate or immediate) and to which the Borrower is entitled and all other monies derived by the Borrower from any third parties relating to the use and/or occupation of the property (including, without limitation, mesne profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums received from any deposit held as security for performance of any tenant's obligations) excluding therefrom any sums received by way reimbursement of expenses incurred or on account of expenses to be incurred by the Borrower and any sums by way of service charge, insurance payments or the like but including the profit element of any such sum and also excluding any VAT charged on any sum mentioned in this definition;

"Sale Proceeds" means any and all sums other than Rental Income payable whether by purchasers or others upon their disposal (whether by transfer, assignment or otherwise) or the grant or creation of any interest in the Property or any part thereof and including any other sums of a capital nature derived from the Property or arising from any dealing therewith and including compensation or damages received for any use or disturbance, blight or compulsory purchase in respect of the Property or any part thereof after deduction in each case of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation;

"Second Supplemental Loan Agreement" means the agreement dated 29 June 1993 and made between Prudential Property Investments Limited, SKSP Limited, Kajima Europe B.V. and Stockley Park Consortium Limited;

"Securities" means all stocks, shares and other securities held by the Borrower in Stockley Park Arena Limited and in Stockley Park Investments Limited being at the date of execution of the Debenture two ordinary shares of £1 each;

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

- (d) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of all or any part of the Charged Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof;
- (e) allow any person, any licence or other right to occupy or share possession of the Property; or
- (f) permit any person to assert or become entitled to assert any proprietary or other like right in respect of the Charged Property.

Provided that the foregoing shall not apply to the letting on a short term basis (not exceeding two years) of fully-furnished and serviced office suites in that part of the land falling within title number NGL389080 known as the Arena or the lease of approximately 12,500 square feet within the building forming part of the Property known as B8 to Arkwright International Limited on the terms agreed by the Borrower prior to the date hereof.

4. Receiver

Under clause 10 of the Debenture the Lenders have the right to appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Charged Property at any time after having been requested to do so by the Borrower or after an Event of Default.

5. Perfection of Security

Under clause 4.3 of the Debenture;

- (1) The Borrower shall from time to time at the reasonable request of the Lenders do any act or execute in favour of the Lenders or as it may direct, such further or other assignments (whether legal or equitable), transfers, mortgages, legal or other charges, securities, notices or documents as in each case the Lenders may reasonably require for:
 - i) the improvement or perfection of the security constituted or intended to be constituted by the Debenture;
 - ii) more effectively providing security for the payment and discharge of the Obligations;
 - iii) the better realisation of the security constituted or intended to be constituted by the Debenture; or
 - iv) the exercise or more effective exercise of the powers, authorities, directions, rights or remedies vested in the Lenders or any Receiver appointed under the Debenture.
- (2) Any assignments (whether legal or equitable), transfers, mortgages, legal or other charges, securities, notices or documents to be given by the Borrower pursuant to the provisions of the Debenture shall be in such form and contain such provisions as the Lenders may reasonably require.
- (3) The Borrower shall take such action as is available to it:

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Forms Nos 395 and 410 (Scot)

Company number

2252848

Please complete
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in black type, or
bold block lettering

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

*Delete if
inappropriate

Limited*

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

"Supplemental Loan Agreement" means the agreement dated 24 June 1991 and made between Prudential Property Investments Limited, SKSP Limited, Kajima Europe B.V. and Stockley Park Consortium Limited;

"tax" shall be construed so as to include any tax levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Third Supplemental Loan Agreement" means an agreement of 27 October 1993 and made between Prudential Property Investments Limited, SKSP Limited, Kajima Europe B.V. and Stockley Park Consortium Limited;

"VAT" shall be construed as a reference of value added tax including any similar tax which may be imposed in place thereof from time to time;

Any reference in this Form 395 to:

a "clause" shall, subject to any contrary indication, be construed as a reference to a clause of the Debenture;

an "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

"fees" shall, subject to any contrary indication, be construed so as to include (where applicable) disbursements and any other VAT on such fees and/or disbursements required to be charged;

a "person" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

a "Schedule" shall, subject to any contrary indication, be construed as a reference to a schedule to the Debenture.

Schedule and clause headings are for ease of reference only.

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

- (i) to perfect and protect the security intended to be conferred on the Lenders by or pursuant to the Debenture;
- (ii) to maintain the security intended to be created by the Debenture;
- (iii) to make all filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection or protection of security created by or pursuant to the Debenture.

- (4) The obligations of the Borrower under clause 4.3 of the Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of section 76(1)(C) of the Law of Property Act 1925.

6. Covenants to insure

1. By clause 6.1 of the Debenture the Borrower has covenanted with the lenders that it shall at all times cause all Fixtures, trade and other fixtures and fixed plant and machinery forming part of the Charged Property to be insured and to be kept insured in an insurance office or with underwriters approved by the Lenders against loss or damage by fire and all other risks usually specified in a comprehensive policy and such other risks (if any) as the Lenders may reasonably direct from time to time to the full reinstatement value thereof adequate provision also being made for the cost of clearing the site and architects', engineers', surveyors' and other professional fees incidental thereto (together with provision for forward inflation) and the loss of rents or prospective rents for a period of not less than three years or such other period as the Lenders may reasonably direct and having regard to any potential increases in rent as a result of reviews.
2. By clause 6.2 of the Debenture the Borrower has covenanted with the Lenders that it shall duly and promptly effect and maintain in or with such office or underwriters as aforesaid all such insurances against risks and liabilities to employees or third parties and contingencies as is normally carried by a prudent company carrying on the same business as the Borrower provided that the Lenders may request the Borrower to give to the Lenders details of such insurance and may if it reasonably considers that the amount of such insurance or the risks covered by such insurance are inadequate require the Borrower to increase the amount of the insurance and/or amend the category of risks covered to such extent and in such manner as the Lenders shall reasonably consider appropriate and the Borrower shall promptly comply with such request.

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 6
to Forms Nos 395 and 410 (Scot)

Company number

2252848

Please complete
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in black type, or
bold block lettering

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Limited

*Delete if
inappropriate

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

THE FIRST SCHEDULE

Details of the Bank Accounts

Lloyds Bank plc
72 Lombard Street
London EC3P 3BT

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Please complete
legibly, preferably
in black type, or
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Description	Account Number	Account Name
General Account	1259585	Stockley Park Consortium Limited
Phase 2 Account	1259305	Stockley Park Consortium Limited Phase 2
Business Call Account	1259674	Stockley Park Consortium Limited Business Call
Tenant Rent Deposits	7024164	Stockley Park Consortium Limited Shop 1

National Westminster Bank
PO Box No. 4ZE
21 Hanover Square
London W1A 4ZE

Current Account	83506063	Stockley Park Consortium Limited
Business Reserve Account	83506128	Stockley Park Consortium Limited

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in black type, or
bold block lettering

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

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in black type, or
bold block lettering

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 7
to Forms Nos 395 and 410 (Scot)

Company number

2252848

Please complete
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in black type, or
bold block lettering

Name of company

STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

Limited

*Delete if
inappropriate

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

THE SECOND SCHEDULE

Details of the Property

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

- (1) All that freehold land being land on the East and West sides of Stockley Road West Drayton as the same is registered at HM Land Registry with Title Absolute under title number NGL389080 (excluding the parts thereof transferred to Stockley Park Management Limited, Universities Superannuation Scheme Limited, London Borough of Hillingdon, British Rail Pension Trustee Company Limited and Pearl Assurance and excluding Land Parcel IC and Land Parcel ID being part of the Planning Gain Land).
- (2) All that freehold land known as Dawley Holder Station Dawley Road Hayes as the same is registered at HM Land Registry with Title Absolute under title number NGL563864 (excluding the parts thereof transferred to London Borough of Hillingdon and British Rail Pension Trustee Company Limited).
- (3) All that freehold land on the East and West side of Rigby Lane and on the north side of the Grand Union Canal and on the west side of Dawley Road registered at HM Land Registry with Title Absolute under title number NGL521279 (excluding the parts thereof transferred to London Borough of Hillingdon).
- (4) All that freehold land being land on the south side of Horton Lane as the same is registered at HM Land Registry with Title Absolute under title number MX209264 except for that part thereof which is Planning Gain Land.
- (5) All that freehold land being land and buildings at the junction of Shepiston Lane and Stockley Road, together with land and buildings on the east side of Stockley Road registered at H.M. Land Registry with Title Absolute under title number NGL 491367
- (6) All that freehold land known as Stockley Farm, Stockley Road, Yiewsley and West Drayton as the same is registered at H.M. Land Registry with Title Absolute under title number MX152736.
- (7) All that freehold land at Stockley Park West, Uxbridge as the same is registered at H.M. Land Registry with Title Absolute under title number MX476524.

Please do not
write in this
margin

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

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

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

Please do not
write in this
margin

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

Page 4



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 27th OCTOBER 1993
and created by STOCKLEY PARK CONSORTIUM LIMITED

for securing all moneys due or to become due from the Company to SKSP
LIMITED AND PRUDENTIAL PROPERTY INVESTMENTS LIMITED PURSUANT TO THE
FINANCE DOCUMENTS (AS DEFINED IN THE CHARGE)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 10th NOVEMBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 15th NOVEMBER 1993

No. 2252848

Jennifer V Tonks

JENNIFER V TONKS

an authorised officer

C.69

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

ps

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

97-11

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate

~~a director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part]†

Date and Description of charge† LEGAL MORTGAGE 5.10.88

Date of Registration 18.10.88

Name and address of [chargee] [trustee for the debenture holders] LLOYDS BANK PLC

‡ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ Legal Mortgage over various pieces of leasehold
and freehold land as listed in schedule to Form 395/M118.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOWN HOUSE

BERKELEY SQUARE

LONDON W1X

the 25th day of JANUARY

one thousand nine hundred and NINETY-FIVE

before me Sophie Quayle

Declarant to sign below

Caroline Rouse

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Sophie Quayle

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

For official Use

Mortgage Section

Post room



AK5 AK1CT8KS 319
COMPANIES HOUSE 02/02/95

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

js

Please complete
legibly, preferably
in black type or,
bold block lettering* Insert full name
of company† delete as
appropriate‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.§ the date of
registration may be
confirmed from the
certificate§ insert brief
details of
propertyTo the Registrar of Companies
(Address overleaf)

For official use

Company number

PT 12

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

~~I, a director~~ [the secretary] ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~‡

Date and Description of charge‡ DEBENTURE 5.10.88

Date of Registrations 18.10.88

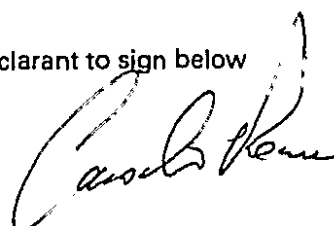
Name and address of [chargee] [trustee for the debenture holders] LLOYDS BANK PLC

Short particulars of property charged§ Fixed and floating charges over the
undertaking and all property and assets present and future.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOWNE HOUSE
BARKLEY SQUARE
LONDON W1X

Declarant to sign below



the 25th day of JANUARY
one thousand nine hundred and NINETEEN FIVE
before me Sophie Quamle

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

SOPHIE QUAMLE

Presenter's name address and
reference (if any):For Official Use
Mortgage Section

02 FEB 1995

Post room

B05 *AK1CR8KQ* 317
COMPANIES HOUSE 02/02/95

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type or,
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

[2713]

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

Date and Description of charge† CHARGE BY WAY OF ASSIGNMENT 5.10.88

Date of Registrations 18.10.88

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

o the date of
registration may be
confirmed from the
certificateShort particulars of property charged§ All the company's right, title and interest
in the Contract Monies and all benefits and rights in respect of the said Monies.§ insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at LANSBOWNE HOUSE
BERKELEY SQUARE
LONDON W1X

Declarant to sign below

the 18th day of January
one thousand nine hundred and ninety five
before me Sophie PhamleA Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name address and
reference (if any):For official Use
Mortgage Section

Post room

RECEIVED
17 FEB 1995
A05 *AK1CS8KR* 318
COMPANIES HOUSE 02/02/95

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

17-14

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON, NW5 4QH

† delete as
appropriate

~~(a director)~~ [the secretary] ~~(the administrator)~~ ~~(the administrative receiver)~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~(part)~~†

Date and Description of charge† SUPPLEMENTAL MORTGAGE 27.06.89

Date of Registrations 14.07.89

Name and address of [chargee] [trustee for the debenture holders] LLOYDS BANK PLC

‡ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ All the freehold property described
in Schedule 1 of Form 395/M68.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSIDENE HOUSE
KIRKELEY SQUARE
LONDON W1X

Declarant to sign below

the 25th day of JANUARY
one thousand nine hundred and ninety-five
before me *[Signature]*

SOPHIE QUAYNE

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

For official Use
Mortgage Section

Post room

02 FEB 1995



**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

98

Please complete
legibly, preferably
in black type or,
bold block lettering* insert full name
of company† delete as
appropriate‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.o the date of
registration may be
confirmed from the
certificate§ insert brief
details of
propertyTo the Registrar of Companies
(Address overleaf)

For official use

Company number

[P] [1] [5]

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

~~(a director)~~ (the secretary) ~~(the administrator)~~ ~~(the administrative receiver)~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]‡

Date and Description of charge‡ SUPPLEMENTAL DEBENTURE 27.06.89

Date of Registration§ 14.07.89

Name and address of (chargee)[trustee for the debenture holders] LLOYDS BANK PLC

Short particulars of property charged§ By way of floating charge all the undertaking
and all property assets.And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOWNE HOUSE

BRICKLEY SQUARE

LONDON W1X 6BP

the 25th day of JANUARY

one thousand nine hundred and NINETY FIVE

before me Sophie Quayle

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Declarant to sign below

Presentor's name address and
reference (if any):For official Use
Mortgage Section

Post room

1021 EP 1995

A05 *AK1CU8KT* 320
COMPANIES HOUSE 02/02/95

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type or,
bold block lettering* insert full name
of company† delete as
appropriate‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.§ the date of
registration may be
confirmed from the
certificate§ insert brief
details of
propertyTo the Registrar of Companies
(Address overleaf)

For official use

Company number

17/1/16

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LC DON NW5 4QH

[~~a director~~][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]‡

Date and Description of charge‡ CHARGE BY WAY OF SUPPLEMENTAL ASSIGNMENT 27.06.89

Date of Registrations 14.07.89

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

Short particulars of property charged§ All the company's right, title and interest in
respect of the contract including all claims and damages.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOWNE HOUSE
BERKELEY SQUARE
LONDON W1X 6BP

Declarant to sign below

the 25th day of JANUARY
one thousand nine hundred and ~~85~~ NINETY FIVE
before me Sophie Quayle

SOPHIE QUAYLE

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name address and
reference (if any):For official Use
Mortgage Section

Post room

02 FEB 1995



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

J

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

[Part 17]

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE

of 31 ELATNE GROVE, LONDON NW5 4QH

† delete as
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ SECOND SUPPLEMENTAL DEBENTURE 28.09.89

Date of Registrations 13.10.89

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ Floating charge over the undertaking
and all property and assets.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSLOWNE HOUSE

BERKELEY SQUARE

LONDON W1X 6BP

the 25th day of JANUARY

one thousand nine hundred and NINETY FIVE

before me Sophie Quayle

Declarant to sign below

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Sophie QUAYLE

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

For official Use
Mortgage Section

Post room

25 JAN 1995



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

gs

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

[PT] 18

2252848

Name of company

* insert full name
of company

* STOCKLEY PARK CONSORTIUM LIMITED

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ SECOND SUPPLEMENTAL MORTGAGE 28.09.89

Date of Registration 13.10.89

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ Various properties together with all
buildings, fixtures and fittings.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOUNE HOUSE

BERKELEY SQUARE

LONDON W1X 6BP

the 25th day of JANUARY

one thousand nine hundred and NINETY FIVE

before me Sophie Phayle

Declarant to sign below

Caroline Rouse

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

SOPHIE PHAYLE

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

For official Use
Mortgage Section

Post room

02 FEB 1995



A05 *AK1CP8K0* 315
COMPANIES HOUSE 02/02/95

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Q8

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

17

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ MORTGAGE 28.09.89

Date of Registration 13.10.89

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ Freehold land under Title No: MX209264
together with all buildings, fixtures and fittings.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSLOWNE HOUSE

BERKELEY SQUARE

LONDON W1X 6BP

the 25th day of JANUARY

one thousand nine hundred and NINETY FIVE

before me SOPHIE QUAYLE

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Declarant to sign below

Caroline Rouse

SOPHIE QUAYLE

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

For official Use
Mortgage Section

Post room

02 FEB 1995



A05 *AK1CN8KM* 313
COMPANIES HOUSE 02/02/95

M

**Declaration of satisfaction
in full or in part
of mortgage or charge**

js

403a

Please do not
write in
this margin

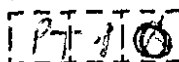
Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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



2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

* insert full name
of company

I, CAROLINE ROUSE
of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate

[~~a director~~][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ CHARGE BY WAY OF SUPPLEMENTAL ASSIGNMENT 28.09.89

Date of Registrations 13.10.89

Name and address of [chargee][trustee for the debenture holders] LLOYDS BANK PLC

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged§ Variation of the terms of the Assignment dated
20.07.89 including the company's right title and interest in the Contract Monies.

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSDOWN HOUSE
BARKLET SQUARE
LONDON W1X

Declarant to sign below

the 25th day of JANUARY
one thousand nine hundred and ninety five
before me Sophie Quance

SOPHIE QUANCE

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

For official Use
Mortgage Section

REGISTERED

02 FEB 1995

Post room



M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

[P. 11]

2252848

Name of company

* STOCKLEY PARK CONSORTIUM LIMITED

° insert full name
of company

I, CAROLINE ROUSE

of 31 ELAINE GROVE, LONDON NW5 4QH

† delete as
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ CHARGE BY WAY OF FURTHER SUPPLEMENTAL AGREEMENT 17.04.91

Date of Registration§ 18.04.91

Name and address of [chargee][trustee for the debenture holders] UNIVERSITY SUPERANNUATION
SCHEME LIMITEDo the date of
registration may be
confirmed from the
certificateShort particulars of property charged§ An account with the University Superannuation
Scheme Limited bankers in England in USS'S sole name.§ insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LANSLOWNE HOUSE

BERKELEY SQUARE

LONDON W1X 6RP

the 25th day of JANUARY

one thousand nine hundred and NINETY FIVE

before me Sophie Quayle

Declarant to sign below

Caroline Rouse

SOPHIE QUAYLE

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresenter's name address and
reference (if any):For official Use
Mortgage Section

Post room

02 FEB 1995

