

UUU

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

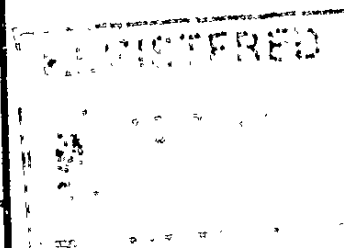
Ec3P 3BS

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

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 block 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 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 block 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

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 20th SEPTEMBER 1989 and created by STOCKLEY PAFF COLLECTIVE 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)

M4.9

For official use



Company number

2251848

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
385
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



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
scribble
the margin
Please complete
legibly, preferably
in block type, or
typed 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)

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 mortgage or charge (continued)

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 compare
originals, particularly in
black type, or bold
black 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 complete
legibly, preferably,
in black type, or
bold, block lettering.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

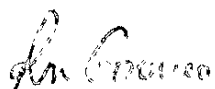
Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 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. EVANS
an authorised officer

Certificate and instrument received by

.....POST.....

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

BR

**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

M45

[] [] [] [] [] []

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 3PS

Presentor'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

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).

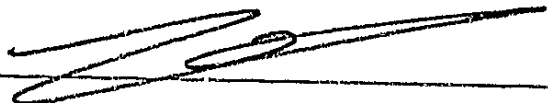
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this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

12th October 1989

On behalf of [company] [chargee]†
XXXXXXXX

† delete as
appropriate

Notes

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- 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.
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- 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")

- (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 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)

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

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

Please do not
write in this
margin.

Please complete
legibly, preferably
in block 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.F.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

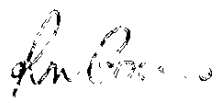
Pursuant to section 401(2) of the Companies Act 1985

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. DAVIES
an authorised officer

Certificate and instrument received by

.....POST.....

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

BR.

C.60

M**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)

M 444

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)

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

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).

Please complete
with
the charge

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

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

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- 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)

Please do not
write in this
binding margin

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

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

Please complete
legibly, preferably
in block type, or
bold block setting

The First Schedule
the "Mortgaged Property"

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 Yiewsley 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 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. J. JONES
an authorised officer

Certificate and instrument received by

.....POST.....

Date24/10.....

BR.