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# Particulars of a mortgage or charge

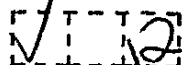
Pursuant to section 395 of the Companies Act 1985

395

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in black type or  
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To the Registrar of Companies

For official use Company number



2252848

Name of company

\* STOCKLEY PARK CONSORTIUM LIMITED (the "Borrower")

\*Insert full name  
of company

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 6PP and

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

Postcode

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

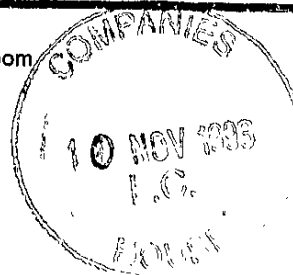
Clifford Chance  
200 Aldersgate Street  
London EC1A 4JJ

Ref: JCYM/K0994/90/AMLJ/AJK

Time critical reference

For official use  
Mortgage section

Post room



10 NOV 1993

Short particulars of all the property mortgaged or charged

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.....

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Particulars as to commission allowance or discount (note 3)

NONE

Signed Clifford Chance

Date 10th November 1993

On behalf of the lenders as  
(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 i, 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.

Page 2

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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")

Limited\*

\*Delete if  
inappropriate

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)

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

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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  
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)

**"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;

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

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

Company number

2252848

Please complete  
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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 (severally) the Property described in the Second Schedule (see below) with the Fixtures thereon 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)

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- (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  
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)

**THE FIRST SCHEDULE****Details of the Bank Accounts**Please complete  
legibly, preferably  
in block type, or  
bold block letters

Lloyds Bank plc  
72 Lombard Street  
London EC3P 3BT

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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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)

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

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margin.

# Particulars of a mortgage or charge (continued)

Continuation sheet No. 7  
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)

## THE SECOND SCHEDULE

### Details of the Property

Please complete  
legibly, preferably  
in block 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 MX476624.

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

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 Jones*

JENNIFER V JONES  
an authorised officer

C.69