



Particulars of a mortgage or charge

385

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

M118

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)

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

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

CAMERON MARKBY
MOOR HOUSE
LONDON WALL
LONDON EC2Y 5HE

Ref: PKB/X2244/3776

Time critical reference

For official Use
Mortgage Section

18

Post room



19/10/88
Cat. No. CO 395
London:
SHAW & SONS Ltd.,
Shaway House,
Lower Sydenham,
SE26 5AE
LLY 1163

Please complete
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this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Cameroon Nankley

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 monies 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 17 OCT 1988

No. 2252848

R. M. Jones
an authorised officer

Certificate and instrument received by

..... L.C.

..... P.S.

Date 11/11
.....

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Form No 295 and 410 (Sect)

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

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 black 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

Page 1

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)



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

M119

For official use

Company number

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2252848

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

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)

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

Post room

REGISTERED

18 OCT 1988



Cat. No. CO 395

London:
SHAW & SONS Ltd.,
Shaway 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.

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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 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

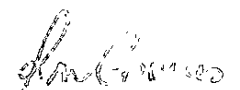
Pursuant to section 401(2) of the Companies Act 1985

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 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. Gwynne
an authorised officer

Certificate and instrument received by

..... L.C.

..... P.S.

Date 1/11
1/11

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Pursuant to section 395 of the Companies Act 1985

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old block lettering

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

M120

For official use

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Company number

2252848

Insert full name
of company

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

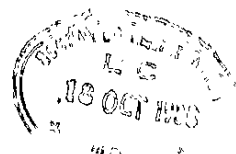
Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

18 OCT 1988



19/10.
Page 1

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 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

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

General Manager

Date 6th October, 1988

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, Maindy, Cardiff CF4 3UZ

Continuation sheet No. 1
to Form No 886 and 410 Gen

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 complete
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names, addresses and descriptions of the mortgagees or persons entitled to the charge.

Please complete
legibly and clearly
in black type or
blue/black ink



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 monies
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 OCT 1988

No. 2252848

or Authorised Officer

Certificate and instrument received by

..... L.C.

..... P.S.

Date 1/11