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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4588795

Name of company

* TLLC BRIDGECO3 LIMITED (the "Company")

Date of creation of the charge

4 February 2003

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

DEBENTURE dated 4 February 2003 and made between, among others, the Company and the
Security Agent (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other
Obligor under any of the Senior Finance Documents, the Mezzanine Finance Documents, the Junior
Finance Documents and the Junior Bridge Finance Documents at present or in the future, in any
manner whether actual or contingent, whether incurred solely or jointly with any other person and
whether as principal or surety, together with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by any Secured Party for or at the
request of an Obligor and all losses incurred by any Secured Party in connection therewith except for
any money or liability which, if it were so included, would cause the infringement of section 151 of the
Companies Act 1985 or, in relation to an Obligor incorporated in the Republic of Ireland, of section 60
of the Irish Companies Act 1963 (the "Indebtedness").

continued on addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, Loans Administration, 5-10 Great Tower Street, London as
security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC3P 8EL

Presenter's name address and
reference (if any):
Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

DRO/Banking/2945620

Time critical reference

For official Use
Mortgage Section

Post room



1. CHARGING CLAUSE

1.1 Fixed Charges

Subject to clause 3.8 of the Debenture, the Company, as security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest (to the extent of such interest) but excluding the Scottish Charged Assets and Scottish Property:

(a) by way of first legal mortgage all freehold and leasehold property situated in England and Wales (including the property specified in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

(b) by way of first equitable mortgage all the Subsidiary Shares and all corresponding Distribution Rights;

continued on addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst Morris Crisp

Date 11 February 2003

On behalf of ~~[mortgaged]~~/chargee[†]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Company number

4588795

Name of company

* insert full name
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* TLLC BRIDGECO3 LIMITED (the "Company")

Addendum 1/4

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

Name of company

* insert full name
of company

* TLLC BRIDGECO3 LIMITED (the "Company")

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"AcquisitionCo Loan Agreement" means the agreement made between certain of the Chargors relating to the on-lending of certain proceeds of the loans made under the Commercial Mortgage Agreement;

"Agreement for Lease" means an agreement to grant an Occupational Lease in the form attached thereto;

"Assigned Agreements" means the Intra Group Loan Agreements, the AcquisitionCo Loan Agreement, the Term Hedging Agreements, the Development Hedging Agreement, all Development Documents (other than those specified at paragraphs (c), (d), (f) and (g) of the definition of Development Documents), all Lease Documents and the Insurances (and all Assigned Agreements detailed in Schedule 3 of any Security Accession Deed);

"Assigned Assets" means the Assigned Agreements, all Rental Income, the Development Documents other than those that are Assigned Agreements and the benefit of all contracts, deeds, licences, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities or other documents of any nature now or at any time enjoyed or held by the Company and all VAT payable on the same;

"Blocked Accounts" means the accounts listed in part 1 of Schedule 3 hereto (or as the case may be, part 1 of Schedule 4 of the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division of those Accounts);

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

"Chargors" means TLLC Propholdco1 Limited (CRN: 4588799), TLLC Propholdco2 Limited (CRN: 4588793), TLLC CMPropco1 Limited (CRN: 4588947), TLLC CMPropco2 Limited (CRN: 4588949), TLLC CMPropco3 Limited (CRN: 4588950), TLLC CMPropco4 Limited (CRN: 4589009), TLLC CMPropco5 Limited (CRN: 4588952), TLLC CMPropco6 Limited (CRN: 4588962), TLLC CMPropco7 Limited (CRN: 4588792), TLLC CMPropco8 Limited (CRN: 4592829), TLLC CMPropco9 Limited (CRN: 4601188), TLLC CMPropco10 Limited (CRN: 4601185), TLLC CMPropco11 Limited (CRN: 4601123), TLLC CMPropco12 Limited (CRN: 4601190), TLLC Bridgeco1 Limited (CRN: 4581982), TLLC Bridgeco2 Limited (CRN: 4588943), TLLC Bridgeco3 Limited (CRN: 4588795), TLLC Bridgeco4 Limited (CRN: 4589577), TLLC Bridgeco5 Limited (CRN: 4589468), TLLC Bridgeco6 Limited (CRN: 4589463), TLLC Bridgeco7 Limited (CRN: 4589460), TLLC Bridgeco8 Limited (CRN: 4589453), TLLC Bridgeco9 Limited (CRN: 4589583), TLLC Bridgeco10 Limited (CRN: 4589588), TLLC Devco1 Limited (CRN: 4588941), TLLC Spareco1 Limited (CRN: 4589013);

"Commercial Mortgage Agreement" means the commercial mortgage credit agreement dated 18 December 2002 under which certain lenders have agreed to make available a loan facility of £75,000,000 to any Chargors which accede thereto as Borrowers;

"Credit Agreements" means the Senior Credit Agreement, the Mezzanine Loan Agreement, the Junior Credit Agreement and the Junior Bridge Credit Agreement;

"Declared Default" means an Event of Default which has resulted in the Facility Agent (as defined in the Senior Credit Agreement) exercising any of its rights under clause 21.2 (Cancellation and Repayment) of the Senior Credit Agreement or the Mezzanine Facility Agent (as defined in the Mezzanine Loan Agreement) exercising any of its rights under clause 19.2 (Cancellation and Repayment) of the Mezzanine Loan Agreement or the Junior Facility Agent (as defined in the Junior Credit Agreement) exercising any of its rights under clause 19.2 (Cancellation and Repayment) of the Junior Credit Agreement or the Junior Bridge Facility Agent (as defined in the Junior Bridge Credit Agreement) exercising any of its rights under clause 19.2 (Cancellation and Repayment) of the Junior Bridge Credit Agreement;

"Development Documents" has the meaning given to it in the Commercial Mortgage Agreement;

Name of company

* insert full name
of company

* TLLC BRIDGECO3 LIMITED (the "Company")

"Development Hedging Agreement" has the meaning given to it in the Commercial Mortgage Agreement;

"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that subsidiary share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Events of Default" means Events of Default as defined in the Credit Agreements;

"Floating Charge Asset" means an asset charged under clause 3.4 (Floating Charge) of the Debenture;

"Group Company" has the meaning given to it in the Credit Agreements;

"Insurances" means all policies of insurance and all proceeds of them either on 4 February 2003 or in the future held by, or written in favour of, the Company or in which it is otherwise interested to the extent of its interest, but excluding any third party liability or public liability insurance and any directors and officers insurance;

"Intra Group Loan Agreement" means the intra group loan agreement dated on or about 4 February 2003 between, among others, TSL and the Chargors;

"Junior Bridge Credit Agreement" means the credit agreement dated 18 December 2002 under which certain lenders made a loan facility of £40,100,00 available to certain Group Companies;

"Junior Bridge Finance Documents" has the meaning given to it in the Junior Bridge Credit Agreement;

"Junior Credit Agreement" means the credit agreement dated 18 December 2002 pursuant to which certain lenders made a loan facility of £25,000,000 to certain Group Companies;

"Junior Finance Documents" has the meaning given to it in the Junior Credit Agreement;

"Lease Documents" means:

- (a) any Agreement for Lease; and
- (b) any Occupational Lease;

"Mezzanine Finance Documents" has the meaning given to it in the Mezzanine Loan Agreement;

"Mezzanine Loan Agreement" means the credit agreement dated 18 December 2002 under which certain lenders made a loan facility of £ 77,500,000 available to certain Group Companies;

"Obligors" means Obligors as defined in each of the Credit Agreements;

"Occupational Lease" means any occupational lease to which a Property may be subject from time to time;

"Other Accounts" means the accounts specified in part 2 of Schedule 3 hereto (or as the case may be, part 2 of Schedule 4 of the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts;

"Premises" means all freehold, heritable, feuhold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested and including as the context so permits the Scottish Charged Assets;

"Properties" and "Property" has the meaning given to it in the Commercial Mortgage Agreement;

"Rental Income" means the aggregate of all Principal Rent (as defined in the Occupational Lease) paid or payable to or for the benefit or account of the Obligors pursuant to the terms of an Occupational Lease or Agreement for Lease;

Company number

4588795

Name of company

* insert full name
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"ROI Premises" means any Premises situate in the Republic of Ireland and mortgaged or charged by or pursuant to the Debenture, including those specified in schedule 1 hereto (or, as the case may be, Schedule 1 of the relevant Security Accession Deed) as such;

"Scottish Charged Assets" means the Company's whole undertaking, property (including uncalled capital), assets, rights whatsoever both present and future in Scotland;

"Scottish Property" means the heritable and leasehold property of the Company situated in Scotland (including that property in Scotland referred to in Schedule 1 hereto (or, as the case may be, Schedule 1 of the relevant Security Accession Deed));

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties, the Junior Finance Parties and the Junior Bridge Finance Parties (all of which are as defined in the Senior Credit Agreement);

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 6 of the Debenture with those amendments which the Security Agent may approve or reasonably require;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security;

"Senior Credit Agreement" means the credit agreement dated 18 December 2002 under which certain lenders have made available facilities of £257,500,000 to the Parent and certain other Group Companies;

"Senior Finance Documents" has the meaning given to it in the Senior Credit Agreement;

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries (as defined in the Senior Credit Agreement) including those set out in schedule 2 hereto;

"Term Hedging Agreements" has the meaning given to it in the Commercial Mortgage Agreement.

Company number

4588795

Name of company

* insert full name
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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
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* TLLC BRIDGECO3 LIMITED (the "Company")

Addendum 4/4

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

(c) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all monies standing to the credit of its accounts (including Blocked Accounts and the Other Accounts) with any bank, financial institution or other person;

(iv) its rights on 4 February 2003 and hereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered;

(v) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(vi) its goodwill and uncalled capital;

(vii) if not effectively assigned by clause 3.5 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the Assigned Assets.

1.2 ROI Security

In respect of ROI Premises the Company as beneficial owner, as security for the payment and discharge of all the Indebtedness (and in each case to the extent of its interest therein):

(a) charged by way of first legal mortgage, granted, conveyed, transferred and demised to the Security Agent all that and those freehold and leasehold property in the Republic of Ireland (including the properties specified in schedule 1 hereto) belonging to it and the title to which is not registered in the Land Registry of the Republic of Ireland and all buildings and fixtures (including trade fixtures) thereon and the proceeds of sale of all or any part thereof to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Company holds the same as at 4 February 2003 less the last three days of each term, subject to the proviso for redemption contained at Clause 23.7 (Covenant to Release) of the Debenture and subject, in the case of any leasehold properties, to any necessary third parties consent being obtained;

(b) as registered owner or, as the case may be, person entitled to be registered as owner, charged by way of first legal mortgage, granted, conveyed, transferred and demised to the Security Agent all that and those freehold and leasehold lands, hereditaments, premises and property in the Republic of Ireland registered under the Registration of Title Acts (including the properties specified in schedule 1 hereto) together with all building and fixtures (including trade fixtures) thereon and the proceeds of sale of all or any part thereof with the payment, performance and discharge of the Indebtedness subject, on the case of any leasehold properties, to any necessary third parties consent being obtained;

(c) charged by way of first fixed charge to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged at clauses 3.2 (a) and (b) of the Debenture and as detailed in (a) and (b) above, and the benefit of any covenants for title given by or entered into by any predecessor in title and any money paid (after 4 February 2003) or payable in respect of such covenants and all licences to enter upon or use the lands and the benefit of all other agreements relating to the lands with the payment and discharge of the Indebtedness; and

Name of company

* insert full name
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(d) declared that it shall from 4 February 2003 stand possessed of such of the said property as is of leasehold tenure for the last day or respective last days of the term or terms of years for which the same is held by it and for any further or other interest which it has as at 4 February 2003 or may howsoever thereafter acquire or become entitled to in the same or any part thereof, in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property and further by the terms of the Debenture irrevocably appointed the Security Agent for the time being to be its attorney, in its name and on its behalf and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of assurance of the leasehold reversion which may be desired by the Security Agent in order to vest in the Security Agent or in any purchaser of the said property or any part thereof the said leasehold reversion and any further or other interest which it has as at 4 February 2003 or may howsoever thereafter acquire or become entitled to in the said leasehold property or any part thereof.

1.3 Northern Irish Property

The Company as beneficial owner as continuing security for the payment and discharge of the Indebtedness (to the extent of its interest therein):

(a) demised unto the Security Agent such of the freehold and leasehold property in Northern Ireland belonging to it and specified in schedule 1 hereto and any other freehold and leasehold property vested in the Company as at 4 February 2003 which is situate in Northern Ireland and the title to which is not registered at the Land Registry of Northern Ireland together in all cases (to the extent that same are not otherwise subject to a fixed charge under the Debenture) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale or any part thereof and to hold such of the same as are of leasehold tenure for the residue expired as at 4 February 2003 of the terms of years for which the same are held by the Company except the last day of any such term and to hold such of the same as are freehold tenure for the term of 10,000 years from 4 February 2003, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;

(b) charged in favour of the Security Agent all that property in Northern Ireland comprised in the folios and more particularly set out in schedule 1 hereto together in all cases (to the extent the same are not otherwise subject to a fixed charge under the Debenture) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale of all or any part thereof with the payment to the Security Agent of the Indebtedness and the Company has consented to the charge created by the Debenture being registered as a burden on such property subject to the proviso for redemption contained at clause 23.7 (Covenant to Release) of the Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained; and

(c) charged to the Security Agent the proceeds of all or any part of the lands mortgaged or charged at clause 3.3 (a) and (b) (Northern Irish Property) of the Debenture and as detailed in paragraphs (a) and (b) above and the benefit of all estates or interests in any freehold or leasehold property belonging to it.

1.4 Floating Charge

As further security for the payment of the Indebtedness, the Company as beneficial owner and with full title guarantee (to the extent applicable to the Scottish Charged Assets or Scottish Property) (save that full title guarantee shall not apply in respect of assets situate in Northern Ireland, Scotland or the Republic of Ireland) charged in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge and/or mortgage under clause 3.1 (Fixed Charges) to 3.3 (Northern Irish Property) (inclusive) of the Debenture, granted and demised under clauses 3.2 (ROI Security) of the Debenture and 3.3 (Northern Irish Property) of the Debenture or assigned under clause 3.5 (Security Assignment) of the Debenture (to the extent applicable to the Scottish Assets or Scottish Property), including without prejudice to the generality of the foregoing within the first floating charge the Scottish Property and Scottish Charged Assets, and irrespective of whether the same is secured by fixed charge or standard security or otherwise.

Company number

4588795

Name of company

* insert full name
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1.5 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company as beneficial owner and with full title guarantee assigned absolutely (subject to obtaining any necessary consent to that assignment from any third party and save to the extent that full title guarantee shall not apply in respect of any assets situate in Northern Ireland, Scotland or in the Republic of Ireland), and as beneficial owner to the Security Agent all its rights, title and interest in the Assigned Assets (and shall, following written request of the Security Agent procure the assignment to the Security Agent of those of the Assigned Agreements which are governed by Scots law) and provided that (i) on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign to the Company its rights, title and interest in the Assigned Assets to the Company (or as it shall direct) or (ii) on disposal of a Property or Premises (or the shares in a subsidiary owing a Property or Premises) in accordance with clause 20.3(a) (Disposals) of the Senior Credit Agreement (and the equivalent provisions in the other Credit Agreements) and on receipt by the Facility Agent, Mezzanine Facility Agent, Junior Facility Agent or Junior Bridge Facility Agent (as appropriate) of the relevant amount in accordance with clause 12.3 (Asset Disposals) of the Senior Credit Agreement (and the equivalent provisions in the other Credit Agreements), the Security Agent will, at the request and cost of the Company, re-assign to the Company its right, title and interest in such part of the Assigned Assets as relates to that Property, Premises or Subsidiary (as appropriate).

(b) Until the occurrence of an Event of Default which is continuing but subject to clause 7.3 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.

1.6 Conversion of Floating Charge

If:

(a) a Declared Default has occurred; or

(b) the Security Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, (to the extent competent under applicable law), by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

1.7 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Credit Agreements or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will (to the extent competent under applicable law), automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2. FURTHER ASSURANCE

2.1 General

(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:

(i) to perfect and/or protect the security created (or intended to be created) by the Debenture;

(ii) to facilitate the realisation or enforcement of such security;

Name of company

* insert full name
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(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture;

(iv) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture; and/or

(v) to execute such documents and take such action as the Security Agent may reasonably require in order to create a standard security over heritable or leasehold property in Scotland or a floating charge over assets in Scotland and/or create any other effective security over any other assets having equivalent or similar effect to any charge or security created under the Debenture,

including the conversion of charges to assignments or assignations, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to the provisions set out in the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Save as provided in the Credit Agreements, the Company shall not:

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;

(b) sell, transfer, lease out, lend, factor, discount or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

SCHEDULES

SCHEDULE 1

See Attached Sheet.

SCHEDULE 2

Subsidiary Shares

Chargor	Subsidiary	Number and class of shares
TLLC Propholdco1 Limited	TLLC Propholdco2 Limited	31 ordinary shares of £1 each
TLLC Propholdco2 Limited	TLLC CMPropco1 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco2 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco3 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco4 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco5 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco6 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco7 Limited	one ordinary share of £1

Name of company

* insert full name
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TLLC Propholdco2 Limited	TLLC CMPropco8 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco9 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco10 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco11 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC CMPropco12 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco1 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco2 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco3 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco4 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco5 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco6 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco7 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco8 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco9 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Bridgeco10 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Devco1 Limited	one ordinary share of £1
TLLC Propholdco2 Limited	TLLC Spareco Limited	one ordinary share of £1

SCHEDULE 3

Part 1

Details of Blocked Accounts

Name	Account Bank	Sort Code	Account Number
Development Account held by TLLC Devco1 Limited	The Royal Bank of Scotland plc	16 00 36	10011038
Retentions Account held by TLLC Devco1 Limited	The Royal Bank of Scotland plc	16 00 36	10011046
Development Rent Account held by TLLC Devco1 Limited	The Royal Bank of Scotland plc	16 00 36	10011011
Rent Account held by TLLC Propholdco2 Limited	The Royal Bank of Scotland plc	16 00 36	10010988
Deposit Account held by TLLC Propholdco2 Limited	The Royal Bank of Scotland plc	16 00 36	10010996

Part 2

Details of Other Accounts

Name	Account Bank	Sort Code	Account Number
Construction Account held by TLLC Devco1 Limited	The Royal Bank of Scotland plc	16 00 36	20065100
Development General Account held by TLLC Devco1 Limited	The Royal Bank of Scotland plc	16 00 36	20065097
General Account held by TLLC Propholdco2 Limited	The Royal Bank of Scotland plc	16 00 36	20065119

SCHEDULE 1
Part 1
Details of Properties

Address/Description of Property	Registered Land	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Kendrick Street, Warrington		TLLC CmPropCo1 Limited	Freehold	CH436481	TL
All that property situated at 1 Midpoint, Dick Lane, Pudsey, Bradford		TLLC CmPropCo1 Limited	Leasehold	WYK678625	TL
All that property situated at Riverside, Nottingham		TLLC CmPropCo1 Limited	Freehold	NT328755	TL
All that property situated at Sawbirch Roundabout, Telford		TLLC CmPropCo1 Limited	Leasehold	SL31543	TL
All that property situated at Blackfriars Street, Salford, Manchester		TLLC CmPropCo1 Limited	Freehold	LA16848	TL
The property situated at Bridge Street, Aberdeen		TLLC CmPropCo1 Limited	Freehold	N/A	TL
All that property situated at George Street, Bath		TLLC CmPropCo2 Limited	Freehold	ST185630	TL
All that property situated at 230 Broad Street, Birmingham		TLLC CmPropCo2 Limited	Freehold	WM511164	TL
All that property situated at Eastleigh, Southampton		TLLC CmPropCo2 Limited	Freehold	HP506430	TL
All that property situated at Dudley, Birmingham		TLLC CmPropCo2 Limited	Leasehold	WMS19512	TL
All that property situated at Sutton Coldfield, West Midlands		TLLC CmPropCo2 Limited	Freehold	WM622667	TL
All that property situated at Lodge Road, Southampton		TLLC CmPropCo2 Limited	Freehold	HP18137	TL
All that property situated at Hinkley, Nuneaton		TLLC CmPropCo2 Limited	Freehold	WK39751	TL
All that property situated at Basingstoke Road, Reading		TLLC CmPropCo2 Limited	Freehold	BK264725	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Bedworth, Nuneaton	Limited TLLC CmPropCo2 Limited	Freehold	WK318379	TL
All that property situated at Cribbs Causeway, Henbur, Bristol	TLLC CmPropCo2 Limited	Freehold	AV151742	TL
All that property situated at 60 Oxford Road, Reading	TLLC CmPropCo2 Limited	Freehold	BK96002, BK353968 and BK354767	TL
All that property situated at Preston Road, Brighton	TLLC CmPropCo3 Limited	Freehold	SX74703	TL
All that property situated at Morden, Surrey	TLLC CmPropCo3 Limited	Freehold	TGL113198	TL
All that property situated at Winchester Road, Basingstoke	TLLC CmPropCo3 Limited	Freehold	HP374518	TL
All that property situated at 200 York Road, Battersea, London	TLLC CmPropCo3 Limited	Freehold	TGL12164	TL
All that property situated at Ilford, London	TLLC CmPropCo3 Limited	Freehold	NGL166885	TL
All that property situated at Beehive Road, Bracknell	TLLC CmPropCo3 Limited	Freehold	BK295091	TL
All that property situated at Gatwick Airport, West Sussex	TLLC CmPropCo3 Limited	Freehold	SY346724	TL
All that property known as the Travelodge at Medway Motorway Service Area Westbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo4 Limited (2).	TLCC CmPropCo4 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Exeter Motorway Service Area, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo4 Limited (2).	TLCC CmPropCo4 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Heston Motorway Service	TLCC CmPropCo4	Leasehold	First registration	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
Area Westbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo4 Limited (2).	Limited		pending	
All that property known as the Travelodge at Heston Motorway Service Area Eastbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo4 Limited (2).	TLCC CmPropCo4 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Tiverton Motorway Service Area, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo4 Limited (2).	TLCC CmPropCo4 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Bridgewater Motorway Service Area, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo5 Limited (2).	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Hilton Park Motorway Service Area Southbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo5 Limited (2).	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Frankley Motorway Service Area Southbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo5 Limited (2).	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Lancaster (Forton) Motorway Service Area Northbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo5 Limited (2).	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Ferrybridge Motorway Service Area, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLCC CmPropCo5 Limited (2).	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Swansea Motorway Service Area, demised by a lease to be entered into between Moto Hospitality	TLCC CmPropCo5 Limited	Leasehold	First registration pending	TL

Address/Description of Property	Charger	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
Limited (1) and TLIC CmPropCo5 Limited (2).				
All that property known as the Travelodge at Severn View Motorway Service Area, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLIC CmPropCo5 Limited (2).	TLIC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Lymm Motorway Service Area, demised by a lease to be entered into between Poplar 2000 Limited (1) and TLIC CmPropCo5 Limited (2).	TLIC CmPropCo5 Limited	Leasehold	First registration pending	TL
All that property situated at Walton Highway, Wisbech, Cambridgeshire	TLIC CmPropCo6 Limited	Freehold	NK105032	LC
All that property situated at Water Lane, South Godstone	TLIC CmPropCo6 Limited	Freehold	SY79496, SY496361	LC
All that property situated at Monkton Road, Honiton, Devon	TLIC CmPropCo6 Limited	Freehold	DN190997	LC
All that property adjoining Ridgebourne Service Station, Station Road, Buih Wells, Radnor, Powys as the same is more particularly described in a Conveyance dated 29 July 1985 between Ridgebourne Service Station Limited (1) and Trusthouse Forte (UK) Limited (2)	TLIC CmPropCo6 Limited	Freehold	First registration pending	LC
All that property situated at Saxmundham, Darsham, Suffolk	TLIC CmPropCo6 Limited	Freehold	SK3567	LC
All that property situated at Buntingford, Hertfordshire	TLIC CmPropCo6 Limited	Freehold	HD395247	LC
All that property situated at Brentwood, Essex	TLIC CmPropCo6 Limited	Freehold	EX327923, EX417811	LC
All that property situated at Picket Post, near Ringwood, Hampshire	TLIC CmPropCo6 Limited	Freehold	HP271361	LC
All that property situated at Motorists Restaurant Site, Ivy Cross Garage, Shaftesbury, Dorset as the same is more particularly described in a Conveyance dated 29 May 1987 between Esso Petroleum Company Limited (1) and Trusthouse Forte	TLIC CmPropCo6 Limited	Freehold	First registration pending	LC

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
(U.K.) Limited (2)				
All that property situated at Duchy Service Station (East) and situated at Bristol Road, Farington Gunney, Bristol as the same is more particularly described in a conveyance dated 29 July 1985 between Texaco Limited (1) and Trusthouse Forte (UK) Limited (2)	TLLC CmPropCo6 Limited	Freehold	First registration pending	LC
All that property situated at Trevern, near Welshpool, Powys SY21 8ST as the same is more particularly described in a Conveyance dated 4 August 1981 made between J.E. Morris Esq. and Trusthouse Forte Catering Limited	TLLC CmPropCo6 Limited	Freehold	First registration pending	LC
All that property situated at Ivy Bridge, Smithaleigh	TLLC CmPropCo6 Limited	Freehold	DN132872	LC
All that property situated at Lamberhurst, Tunbridge Wells	TLLC CmPropCo6 Limited	Freehold	K367652	LC
All that property situated at Barneby Top, Brigg, North Lincolnshire	TLLC CmPropCo7 Limited	Freehold	HS215199	LC
All that property known as the Little Chef Restaurant at the Family Farm Service Station, Weston on the Green North, Bicester being the land transferred by a conveyance dated 9 September 1986 between Tricomatic Limited (1) and Trusthouse Forte (UK) Limited (2)	TLLC CmPropCo7 Limited	Freehold	First registration pending	LC
All that property situated at Bicester, Oxfordshire	TLLC CmPropCo7 Limited	Freehold	ON134505	LC
All that property situated at Weston on the Green South, Bicester	TLLC CmPropCo7 Limited	Freehold	ON165184	LC
All that property situated at Bickerstaffe, Lancashire	TLLC CmPropCo7 Limited	Freehold	LA572737	LC
All that property situated at Whitchurch, Shropshire	TLLC CmPropCo7 Limited	Freehold	SL58758	LC
All that property situated at Buckland, Farington, Oxfordshire	TLLC CmPropCo7 Limited	Freehold	ON104311	LC

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Cromwell, Newark, Nottinghamshire as the same is more particularly described in a conveyance dated 30 August 1984 between Stephen Spounge Limited (1) and Trusthouse Forte Catering Limited (2)	Limited TLLC CmPropCo7 Limited	Freehold	First registration pending	LC
All that property situated at Thirsk, North Yorkshire	TLLC CmPropCo7 Limited	Freehold	NYK97257	LC
All that property situated at Bradford, West Yorkshire	TLLC CmPropCo7 Limited	Leasehold	WYK681362, WYK425809	LC
All that property situated at Saughall, Cheshire	TLLC CmPropCo7 Limited	Freehold	CH286661, CH149645, CH328614, CH145557	LC
All that property situated at Sycamore Café, Prees Heath, Whichurch, Shropshire as the same is more particularly described in a conveyance dated 1 August 1984 between George Michael Philippou (1) and Imperial Hotels & Catering Limited (2)	TLLC CmPropCo7 Limited	Freehold	First registration pending	LC
All that property situated at Selby, North Yorkshire	TLLC CmPropCo7 Limited	Freehold	NYK260307	LC
All that property situated at Tarvin Road, Littleton	TLLC CmPropCo7 Limited	Freehold	CH256412, CH259772	LC
All that property situated at Ludlow, Shropshire	TLLC CmPropCo8 Limited	Freehold	SL42880	TL
All that property situated at Bebbington, Wirral	TLLC CmPropCo8 Limited	Freehold	MS298121	LC
All that property situated at Markham Moor Filling Station, Markham Moor, Nottinghamshire	TLLC CmPropCo8 Limited	Freehold	NT294226	TL
All that property situated at Fisher Lane, Seaton Burn	TLLC CmPropCo8 Limited	Freehold	TY205823	TL
				LC

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Doncaster, Carcroft, South Yorkshire	TLLC CmPropCo8 Limited	Freehold	SYK287838	TL LC
All that property situated at St Helen's, East Lancashire Road, Haydock, Merseyside	TLLC CmPropCo8 Limited	Freehold	MS281518	TL LC
All that property situated at Bayston Hill, Shrewsbury	TLLC CmPropCo8 Limited	Freehold/Leasehold	SL136152, SL87184	TL LC
All that property situated at Skeeby, North Yorkshire	TLLC CmPropCo8 Limited	Freehold	NYK169168	TL LC
All that property situated at Bilbrough, York East	TLLC CmPropCo8 Limited	Freehold	NYK88873, NYK92233	TL LC
All that property situated at Adlington, Cheshire	TLLC CmPropCo8 Limited	Freehold	CH224447	TL LC
All that property situated at Burnley, Lancashire	TLLC CmPropCo8 Limited	Freehold	LA524790	TL LC
All that property situated at Barnsley, South Yorkshire	TLLC CmPropCo8 Limited	Freehold	SYK287243, SYK287242	TL LC
All that property situated at Gargrove Road, Skipton, North Yorkshire	TLLC CmPropCo8 Limited	Freehold	NYK36549	TL LC
The property situated at Kingsway West, Dundee	TLLC CmPropCo8 Limited	Freehold	N/A	TL LC
All that property situated at Stoke-on-Trent, Staffordshire	TLLC CmPropCo9 Limited	Freehold	SF246803, SF137948	TL LC
All that property situated at Northop Hall, near Mold	TLLC CmPropCo9 Limited	Freehold	WA456224	TL LC
All that property situated at Thame, Oxfordshire	TLLC CmPropCo9 Limited	Leasehold	ON183747	TL LC
All that property situated at Newbury Tot Hill, Basingstoke	TLLC CmPropCo9 Limited	Freehold	HP564449	TL LC
All that property situated at Chester Road, Knutsford, Cheshire	TLLC CmPropCo9 Limited	Freehold	CH225715	TL LC
All that property situated at Holmes Chapel Road, Middlewich	TLLC CmPropCo9 Limited	Leasehold	CH329997 (good leasehold)	TL LC

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Dunchurch, Warwickshire	TLLC CmPropCo9 Limited	Freehold	title) CH426474 WK271051	TL
All that property situated at Wrexham, Clwyd	TLLC CmPropCo9 Limited	Freehold	WK329519 WA530518	LC TL
All that property situated at Crosshands, Llanelli	TLLC CmPropCo9 Limited	Freehold	WA399933, WA530778	LC TL
All that property situated at Halkyn, North Wales	TLLC CmPropCo9 Limited	Freehold	WA763241	LC
All that property situated at Podimore, Somerset.	TLLC CmPropCo9 Limited	Freehold	ST38866, ST65944	TL LC
All that piece of land having frontage to Tenby Road and A40 at St Clears, Carmarthenshire SA32 4JN as comprised in a Conveyance dated 5 October 1987 between Evans & Brown (Builders) Limited and Travelrest Services Limited (then known as Forte (UK) Limited) as shown on the plan annexed to such Conveyance	TLLC CmPropCo9	Freehold	First registration pending	TL LC
All that property situated at Horton Cross, Ilminster, Somerset	TLLC CmPropCo9 Limited	Freehold	ST72677	TL LC
All that property situated at Rugeley, Staffordshire	TLLC CmPropCo9 Limited	Freehold	SF278479	TL LC
All that property situated at Rashwood Hill, Droitwich	TLLC CmPropCo9 Limited	Freehold	HW108362	TL LC
All that property situated at Alwalton, Cambridgeshire	TLLC CmPropCo10 Limited	Freehold	CB62512	TL LC
All that property situated at Upton Way, Northampton	TLLC CmPropCo10 Limited	Freehold	NN107558	TL LC
All that property situated at Thrapston, Northamptonshire	TLLC CmPropCo10 Limited	Freehold	NN127257, NN145878	TL LC
All that property situated at Mildenhall, Barton Mills South	TLLC CmPropCo10 Limited	Freehold	SK153467	TL LC
All that property situated at Wisbech, Spalding Road, Long Sutton	TLLC CmPropCo10 Limited	Freehold	LL61736	TL LC

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Rushden, Northamptonshire	TLIC CmPropCo10 Limited	Freehold	NN144393	TL LC
All that property situated at Holdingham Roundabout, Sleaford	TLIC CmPropCo10 Limited	Freehold	LL54528, LL78848 NN129211	TL LC TL LC
All that property situated at Brackley Road, Towcester East	TLIC CmPropCo10 Limited	Freehold		TL LC
All that property situated at Thrussington, Leicestershire	TLIC CmPropCo10 Limited	Freehold	LT97751	TL LC
All that property situated at Acle, Norfolk	TLIC CmPropCo10 Limited	Freehold	NK96639	TL LC
All that property situated at Ely, Cambridgeshire	TLIC CmPropCo10 Limited	Freehold	CB123752	TL LC
All that property situated at Fourwentways, Abington, Cambridgeshire part of which is included within a Conveyance dated 4 April 1986 made between Horace Arthur Young Nutt (1) and Trusthouse Forte (U.K.) Limited (2)	TLIC CmPropCo10 Limited	Freehold	CB118586, CB111622	TL LC
All that property situated at Middle Lane, Thorpe on the Hill, Lincoln	TLIC CmPropCo10 Limited	Freehold	LL140154, LL139503 NT226572	TL LC TL
All that property situated at Dukeries Mill, Worksop	TLIC CmPropCo10 Limited	Freehold		TL LC
All that property situated at Ashbourne Road, Uttoxeter	TLIC CmPropCo10 Limited	Freehold	SF278537, SF436452 WT922233	TL LC TL
All that property situated at Amesbury, Wiltshire part of which comprises all that piece or parcel of freehold land at Countess Farm, Amesbury, Wiltshire, as the same is shown for the purpose of identification edged red on the plan annexed to the Conveyance of 18 January 1990 between Trusthouse Forte (UK) Limited (1) and Tower Hill Property Investments (10) Limited (2) forming part of the land and buildings conveyed by a Conveyance of 27 March 1917 between Sir Cosmo Gordon Antrobus (1) George John Majoribanks and George August Campbell (2) Alan Carruth Young (3) and John Wort, George Way and Francis Herbert Wort (4)	TLIC CmPropCo11 Limited	Freehold		TL LC
All that property situated at Stoney Cross, Ringwood, Hampshire	TLIC CmPropCo11	Freehold	HP582016	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Barton Stacey, Hampshire as the same is more particularly described in a Lease dated 26 February 1987 between Mr & Mrs DJ Bulpit (1) and Trusthouse Forte (UK) Limited (2)	Limited TLLC CmPropCo11 Limited	Leasehold	First registration pending	LC TL LC
All that property situated at Fourmarks, near Alton	TLLC CmPropCo11 Limited	Freehold	HP401784	TL LC
All that property situated at Saltash, Cornwall	TLLC CmPropCo11 Limited	Freehold	CL38648	TL LC
All that property situated at Warminster, Wiltshire	TLLC CmPropCo11 Limited	Freehold	WT69750	TL LC
All that property situated at Barton under Needwood, Staffordshire	TLLC CmPropCo11 Limited	Freehold	SF278420	TL LC
All that property situated at Sourtou Cross, Oketampton, Devon	TLLC CmPropCo11 Limited	Freehold	DN409378	TL LC
All that property situated at Whiddon Down, Devon	TLLC CmPropCo11 Limited	Leasehold	DN364198	TL LC
All that property situated at Burton South, Staffordshire	TLLC CmPropCo11 Limited	Freehold	SF290376	TL LC
All that property situated at Black Cat, Bedfordshire	TLLC CmPropCo12 Limited	Freehold	BD126642, BD70603 BD212663	TL TL LC
All that property situated at Beancroft Road, Marston Moretaine	TLLC CmPropCo12 Limited	Freehold	BD128355, BD198408 BD140161	TL LC TL
All that property situated at Waling Street, Hockliffe	TLLC CmPropCo12 Limited	Freehold	SY376781 SY605934 K608573	TL LC TL
All that property situated at Reigate Road, Dorking	TLLC CmPropCo12 Limited	Freehold	EX250031	TL LC
All that property situated at Whitstable East, Faversham	TLLC CmPropCo12 Limited	Freehold	WSX121778	TL LC
All that property situated at East Horndon, Essex	TLLC CmPropCo12 Limited	Freehold		TL LC
All that property situated at Five Oaks, Billingshurst	TLLC CmPropCo12 Limited	Freehold		TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Fontwell, Sussex	Limited TLLC CmPropCo12 Limited	Freehold	WSX199030, WSX130339, WSX170262, WSX51428	LC TL LC
All that property situated at Harlow East, Essex	TLLC CmPropCo12 Limited	Freehold	EX239347	TL LC
All that property situated at Hellingly, near Hailsham, East Sussex	TLLC CmPropCo12 Limited	Freehold	ESX222740, ESX154389	TL TL LC
Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Wheatley, Oxford East	TLLC BridgeCo1 Limited	Freehold	ON191433	TL
All that property situated at Pencoeed, Bridgend	TLLC BridgeCo2 Limited	Freehold	W/A110509, W/A167683 and W/A497488	TL
The property situated at Hill Street, Glasgow	TLLC BridgeCo2 Limited	Freehold	N/A	TL
All that property situated at Circle Way East, Llanderyn, Cardiff	TLLC BridgeCo3 Limited	Freehold	W/A537324	TL
All that property situated at Festival Leisure Park, Basildon, Essex	TLLC BridgeCo3 Limited	Leasehold	EX681125	TL
All that property situated at 199 Grafton Gate, Milton Keynes	TLLC BridgeCo3 Limited	Leasehold	BM228036	TL
All that property situated at Crossways, Dartford, Kent	TLLC BridgeCo3 Limited	Leasehold	K820897	TL
All that property situated at 614 Western Avenue, Park Royal, London	TLLC BridgeCo3 Limited	Leasehold	AGL70217	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
The property situated at 251 Paisley Road, Glasgow to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	TLLC BridgeCo3 Limited	Leasehold	N/A	TL
The property situated at St Mary's Street, Edinburgh	TLLC BridgeCo3 Limited	Leasehold	N/A	TL
All that property situated at Harrow Place, London	TLLC BridgeCo4 Limited	Leasehold	NGL636402	TL
All that property situated at East India Dock Road, London	TLLC BridgeCo4 Limited	Leasehold	EGL386873	TL
All that property known as the Travelodge at Leigh Delamere Motorway Service Area Eastbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLLC BridgeCo5 Limited (2)	TLLC BridgeCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Leigh Delamere Motorway Service Area Westbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLLC BridgeCo5 Limited (2)	TLLC BridgeCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Southwaite Motorway Service Area Southbound, demised by a lease to be entered into between Moto Hospitality Limited (1) and TLLC BridgeCo5 Limited (2)	TLLC BridgeCo5 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Donington Park Motorway Service Area demised by a lease to be entered into between Moto Hospitality Limited (1) and TLLC BridgeCo6 Limited (2)	TLLC BridgeCo6 Limited	Leasehold	First registration pending	TL
The property situated at Pimhall, Stirling	TLLC BridgeCo6 Limited	Leasehold	N/A	TL
The property situated at Turfhill's Tourist Centre, Kinross	TLLC BridgeCo6 Limited	Leasehold	N/A	TL
All that property known as the Travelodge at Todhills Motorway Service	TLLC BridgeCo7 Limited	Leasehold	First	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
Area Southbound to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	Limited		registration pending	
All that property known as the Travelodge at Stafford Motorway Service Area to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	TLLC BridgeCo7 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Reading Motorway Service Area Westbound to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	TLLC BridgeCo7 Limited	Leasehold	First registration pending	TL
All that property known as the Travelodge at Reading Motorway Service Area Eastbound to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	TLLC BridgeCo7 Limited	Leasehold	First registration pending	TL
All that property known as Chilcotes, Hinksworth, near Baldock as is more particularly described in a Conveyance dated 1 February 1985 made between Margaret Josephine Bastable (1) and Imperial Hotels and Catering Limited (2) less that part which is now registered with title absolute at HM Land Registry under title no. HD271175	TLLC BridgeCo8 Limited	Freehold	HD271175	TL LC
All that property situated at Chesterfield, Derbyshire	TLLC BridgeCo8	Freehold	DY125994	TL

Address/Description of Property	Chargor	Title (Freehold/Leasehold)	Title No. (if any)	Little Chef (LC) / Travelodge (TL)
All that property situated at Barnsdale Bar, Pontefract	Limited TLLC BridgeCo8	Freehold	NYK194178	LC TL
All that property situated at Cambridge West	Limited TLLC BridgeCo9	Freehold	CB58531 and CB233100	LC TL
All that property situated at Sutton Scotney, near Winchester	Limited TLLC BridgeCo9	Freehold	HP522466	LC TL
All that property situated at New Fox North, South Witham, Lincolnshire as the same is more particularly described in a Lease dated 2 April 1984 between Total Oil Great Britain Limited (1) and Trusthouse Forte Catering Limited (2) as extended by a later Deed of Variation and Supplemental Lease dated 10 November 1988 between Total Oil Great Britain Limited (1) and Trusthouse Forte (UK) Limited (2).	Limited TLLC BridgeCo10	Leasehold	First registration pending	LC TL LC
All that property situated at Derby Road, Alfreton Swanwick.	TLLC BridgeCo10 Limited	Leasehold	DY184164	TL LC
All that property situated at Mile End Services, Oswestry	TLLC BridgeCo10 Limited	Leasehold	SL47567	TL LC
The property situated at Old Craighall, Musselburgh, Edinburgh to be demised by a lease granted pursuant to a Second Intra Group Agreement relating to certain Business Properties and MHL Properties between Moto Hospitality Limited (1) Kitevale Limited (2) Waseley Roadside Restaurants Limited (3) and Travelrest Services Limited (4)	TLLC BridgeCo10 Limited	Leasehold	N/A	TL LC

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04588795

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th FEBRUARY 2003 AND CREATED BY TLLC BRIDGEC03 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY CHARGOR OR ANY OTHER OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES ("SECURITY AGENT") ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th FEBRUARY 2003.

P. G.



THE OFFICIAL SEAL OF THE
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— for the record —