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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

155567/13

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

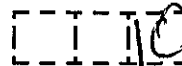
*Please complete
legibly, preferably
in black type, or
bold block lettering*

*insert full name
of Company

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

9 November 2006

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

DEBENTURE dated 9 November 2006 between the Chargors 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 Finance Document as at 9 November 2006 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 except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (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, 5th Floor, 135 Bishopsgate, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

JOJ/IZJ/R546.00651/4155281

Time critical reference

For official Use (06/2005)
Mortgage Section



A25
COMPANIES HOUSE

AM6K3KMU

365
18/11/2006

1. CHARGING CLAUSE

1.1 Fixed Charges

Subject to clause 3.6 (Leases Restricting Charging) of the Debenture, the Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 9 November 2006 and in 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) (i) by way of first legal mortgage, all freehold and leasehold property situate in England and Wales (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

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

Continued on Addendum 4/4

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

16 / 11 / 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

458879 5

Name of company

*insert full name
of Company

* TLLC BRIDGECO3 LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

See separate annexure

Addendum 3/4

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

Addendum 4/4

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

See separate annexure

TLLC BRIDGECO3 Limited (the "Company")
(CRN: 4588795)

Appendices to Form 395 (page 1 of 6)

Addendum 2/4 - Definitions

NOTE.

In this form:

"Accounts" means Accounts as such term is defined in the Facilities Agreement;

"Assigned Agreements" means the Intra Group Loan Agreements, the Sale and Purchase Agreement, the Hedging Agreements, all Lease Documents, the OpCo Tax and Expenses Indemnity Deed (as all such terms are defined in the Facilities Agreement) and the Insurances and any other agreement designated as an Assigned Agreement by the Borrower and the Security Agent;

"Assigned Assets" means the Assigned Agreements, all Rental Income and the benefit of all contracts, deeds, licences, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities or other documents of any nature as at 9 November 2006 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 4 to the Debenture and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts;

"Borrower" means TLLC Proholdc02 Limited (CRN: 4588793);

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

"Chargors" means the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto;

"Declared Default" means an Event of Default which has resulted in the Facility Agent serving notice of acceleration on any Obligor under Clause 23.22 (Acceleration) of the Facilities 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);

"Event of Default" means any event or circumstance specified as such in clause 23 (Events of Default) of the Facilities Agreement;

"Excluded Property" means Excluded Property as defined in clause 3.6(a) of the Debenture;

"Facilities Agreement" means the propco facilities agreement dated on or about 9 November 2006 under which the Lenders have agreed to make available a loan facility of £95,235,000 to the Borrower;

"Facility Agent" means The Royal Bank of Scotland plc;

"Finance Document" means Finance Document as such term is defined in the Facilities Agreement;

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;

TLLC BRIDGECO3 Limited (the "Company")
(CRN: 4588795)

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"Insurances" means all policies of insurance and all proceeds of them either as at 9 November 2006 or in the future held by, or written in favour of, a Chargor 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;

"Lease Document" means any Head Lease, any Agreement for Lease and any Occupational Lease (as all such terms are defined in the Facilities Agreement);

"Lender" means Lender as such term is defined in the Facilities Agreement;

"Obligor" means the Parent, the Borrower and each Original Guarantor;

"Original Guarantor" means the Original Guarantors as listed in schedule 1 part 1 to the Facilities Agreement;

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts;

"Parent" means Full Moon Holdco 3A Limited (CRN: 5945973);

"Premises" means all freehold, heritable, freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested and including the property specified in schedule 2, part 1 to the Debenture, as set out in schedule 2 hereto, and as the context so permits the Scottish Property;

"Properties" means each of the properties listed in schedule 2 (Properties) to the Debenture, as set out in schedule 2 hereto, owned by an Obligor and "Property" means any one of the Properties or any part of the Properties (as the context requires);

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture;

"Rental Income" means Rental Income as such term is defined in the Facilities Agreement;

"Scottish Charged Assets" means the Company's whole undertaking, property (including uncalled capital), assets, rights whatsoever both as at 9 November 2006 and in future in Scotland;

"Scottish Property" means the heritable and leasehold property situated in Scotland (including that property in Scotland referred to in schedule 2 of the Debenture, as set out in schedule 2 hereto);

"Secured Parties" means the Finance Parties (as such term is defined in the Facilities Agreement);

"Security" means a mortgage, charge, standard security, pledge, lien, assignment, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Standard Security" means the standard security in the agreed form to be granted by the relevant Obligor over each of the Scottish Properties in favour of the Security Agent and "Standard Securities" shall be construed accordingly;

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985; and

"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries including those listed in schedule 2, part 2 to the Debenture, as set out in schedule 3 hereto.

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Addendum 4/4 – Short particulars of all the property charged

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture, as set out in clause 1.1(a) above) 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 the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person;

(iv) its rights as at 9 November 2006 and thereafter 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; and

(vi) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Assets.

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company as beneficial owner and with full title guarantee (and as owner and with absolute warrandice (subject to any Lease Documents referred to in the Standard Securities) in relation to the Scottish Charged Assets or Scottish Property) has 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 assets as at 9 November 2006 and in future not effectively charged by way of first fixed charge and/or mortgage under clauses 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, (to the extent applicable to the Scottish Charged 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.

1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company as beneficial owner and with full title guarantee has assigned absolutely (subject to obtaining any necessary consent to that assignment from any third party and save to the extent that full title guarantee did not apply in respect of any assets situate in Scotland) to the Security Agent all its rights, title and interest in the Assigned Assets (and has procured that there are assigned all rights, title and interest therein so far as applicable to Scottish Charged Assets and that such assignments are intimated) 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 (or as it shall direct) or (ii) on disposal of a Property or Premises (or the shares in a Subsidiary owning a Property or Premises) in accordance with clause 21.15 (Disposals) of the Facilities Agreement and on prepayment of the required amount (where relevant) in accordance with clause 8.2 (Disposal, Insurance and Report Proceeds) of the Facilities Agreement, 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).

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(b) Until the occurrence of a Declared Default, but subject to clause 7.4 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any rights or deal with such title or interests until the occurrence of a Declared Default.

1.4 Conversion of Floating Charge

If:

(a) a Declared Default has occurred; or

(b) the Security Agent is of the view (acting reasonably) 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 (subject to compliance with any additional requirement of the law of any relevant jurisdiction in which the assets are located), 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.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Facilities Agreement 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 (subject to compliance with any additional requirement of the law of any relevant jurisdiction in which the assets are located) 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 (and in the case of the Excluded Properties following receipt of all requisite consents, conditions and waivers), do all such acts or execute such deeds and other agreements and otherwise take whatever action the Security Agent may require (in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

(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 assets which are, or are intended to be, the subject of the Security created by the Debenture;

(iii) to facilitate the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law;

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

TLLC BRIDGECO3 Limited (the "Company")
(CRN: 4588795)

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(v) to execute such documents and take such action as the Security Agent may 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) The Company shall take all such action as is available to it (including making filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture.

(c) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 2.1, will contain clauses corresponding to the provisions set out in the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Save as permitted in the Facilities Agreement, the Company shall not:

(a) create or agree to create or permit to subsist any Security 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
The Chargors

Chargors	Registered Number
TLLC Propholdco2 Limited	4588793
TLLC BridgeCo3 Limited	4588795
TLLC BridgeCo4 Limited	4589577
TLLC BridgeCo7 Limited	4589460
TLLC BridgeCo8 Limited	4589453
TLLC BridgeCo9 Limited	4589583
TLLC BridgeCo10 Limited	4589588
TLLC Devco1 Limited	4588941
TLLC Spareco Limited	4589013
TLLC Sparepropco Limited	5173946

TLLC BRIDGECO3 Limited (the "Company")
(CRN: 4588795)

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Schedule 2

Part 1 - Details of Properties

Address/Description of Property	Chargor	Title (Freehold/ Leasehold)	Title No. (if any)
Cardiff: All that property situated at Circle Way East, Llanderyn, Cardiff	TLLC BridgeCo3 Limited	Leasehold	WA537324
Basildon: All that property situated at Festival Leisure Park, Basildon, Essex	TLLC BridgeCo3 Limited	Leasehold	EX681125
Milton Keynes: All that property situated at 199 Grafton Gate, Milton Keynes	TLLC BridgeCo3 Limited	Leasehold	BM228036
Dartford: All that property situated at Crossways, Dartford, Kent	TLLC BridgeCo3 Limited	Leasehold	K820897
London Park Royal: All that property situated at 614 Western Avenue, Park Royal, London	TLLC BridgeCo3 Limited	Leasehold	AGL70217
Glasgow Paisley Road: The property situated at 251 Paisley Road, Glasgow	TLLC BridgeCo3 Limited	Leasehold	GLA119196
Edinburgh Central: The property situated at 33 St Mary's Street, Edinburgh	TLLC BridgeCo3 Limited	Leasehold	MID53909

Schedule 3
Subsidiary Shares

None as at 9 November 2006

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 9th NOVEMBER 2006 AND CREATED BY TLLC BRIDGEC03 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO THE CHARGEES 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 18th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Dx
Jm.