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* 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

129386/10

Name of company

* TLLC Bridgeco3 Limited (the "Charging Company")

Date of creation of the charge

18 December 2003

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

Supplemental Term Debenture dated 18 December 2003 between the Charging Company and the Security Agent (the "Deed") relating to the Original Debenture.

Amount secured by the mortgage or charge

(a) Subject to paragraph (b) below, all money or liabilities due, owing or incurred to any Finance Party by any Chargor or other Obligor under any Finance Document 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 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;

(b) After the Syndication Date, the Indebtedness shall not include any money or liabilities due, owing or incurred to any Finance Party by any Devco (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 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

REH/JOJ/R54600131/3259563

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. FIXED SECURITY AND ASSIGNMENT

(a) The Charging Company, as continuing security for the payment of all the Indebtedness, charged in favour of the Security Agent, with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property provided that (i) on payment or discharge in full of the Indebtedness or (ii) on a disposal of the Property (or the shares in the Charging Company) in accordance with clause 15.3(a) (Disposals) of the Credit Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 8.8 (Disposals) of the Credit Agreement, the Security Agent will at the request and cost of the Charging Company release the Property from the Security Interests constituted by the Deed.

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)

Nil

Signed Adhwar

Date 19/12/2003

On behalf of 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

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Name of company

* insert full name
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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)

NOTE.

In this form:

"Chargors" means each of the companies listed in schedule 1 to the Original Debenture;

"Credit Agreement" means the commercial mortgage credit agreement dated 18 December 2002 (as amended and restated on 4 April 2003) under which certain lenders have agreed to make available a loan facility of £329,000,000 to any Chargors which accede thereto as Borrowers (as such term is defined therein);

"Devcos" means Devco1 and any other company which the Facility Agent agrees can accede to the relevant Transaction Documents (as such term is defined in the Credit Agreement) as a Borrower (as such term is defined in the Credit Agreement) in relation to the Development Facility (as such term is defined in the Credit Facility);

"Devco 1" means TLLC Devco 1 Limited (CRN: 4588941);

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

"Finance Document" means the Credit Agreement, each Security Document, the Intercreditor Deed, the Commercial Mortgage Intercreditor Deed, each Hedging Agreement, each Transfer Certificate, the Fees Letter, the Cost Overrun Guarantee (as all such terms are defined in the Credit Agreement) and any other document designated as a Finance Document by the Parent and the Facility Agent;

"Finance Parties" means the Development Finance Parties and the Term Finance Parties (as both such terms are defined in the Credit Agreement);

Name of company

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"Obligor" means the Parent, each other Borrower (as defined in the Credit Agreement) and each Guarantor (as defined in the Credit Agreement) and where the context so requires a reference to a relevant Obligor shall mean the Obligor(s) who are the legal and beneficial owner of the property in point (or in the case of a Bridge Property (as defined in the Credit Agreement), the BridgeCo (as defined in the Credit Agreement) that is the beneficial owner of the bridge property in point);

"Original Debenture" means the term debenture dated 4 February 2003 between, amongst others, the Charging Company and the Security Agent;

"Parent" means TLLC Propholdco 2 Limited (CRN: 4588793);

"Property" means the property detailed in schedule 1 of the Deed and as set out in the schedule hereto;

"Secured Parties" means (at any time before the Syndication Date) the Finance Parties and (at any time after the Syndication Date) the Development Finance Parties (as such term is defined in the Credit Agreement);

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

"Syndication Date" means the date the Facility Agent notifies the Parent and the other Finance Parties that the syndication of the Term A Facility (as defined in the Credit Agreement) has been completed.

SCHEDULE.

Real Property

1. leasehold land situated at Circle Way East, Llanderyn, Cardiff as registered at HMLR under title number WA537324.
2. leasehold land situated at Unit 20 Festival Leisure Park, Basildon, Essex as registered at HMLR under title number EX681125.
3. leasehold land situated at 199 Grafton Gate, Milton Keynes as registered at HMLR under title number BM228036.
4. leasehold land situated at Plot C5 Charles Park, Crossways, Dartford, Kent as registered at HMLR under title number K820897.
5. leasehold land situated at 614 Western Avenue, Park Royal, London as registered at HMLR under title number AGL70217.

Company number

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Addendum 3/4

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

Company number

4588795

Name of company

* insert full name
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Addendum 4/4

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

(b) The Charging Company confirmed that, as security for the payment of all the Indebtedness:

(i) it has charged in favour of the Security Agent by way of fixed charge the assets relating to the Property and referred to in clause 3.1(b) (Fixed Charges) of the Original Debenture; and

(ii) it has assigned to the Security Agent by way of security the asset relating to the Property and referred to in clause 3.5 (Security Assignment) of the Original Debenture.

2. INCORPORATION

The provisions of clauses 5 (Further Assurance) to clause 26 (Governing Law and Jurisdiction) (both inclusive) of the Original Debenture shall be deemed to be incorporated into the Deed with all necessary modifications as if they were set out in full in the Deed and references in the Original Debenture to "each Chargor" shall be deemed to be references to the Charging Company.

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 SUPPLEMENTAL TERM DEBENTURE DATED THE 18th DECEMBER 2003 AND CREATED BY TLLC BRIDGEC03 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR OTHER OBLIGOR TO ANY FINANCE PARTY 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 23rd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 2003.

16/12/03



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES