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CHFP025

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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

# 395

129384/10

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

For official use

5		
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Company number

4588795

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 Leverage 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

T10  
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 or 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

T  
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/R54600131/3259096

Time critical reference

For official Use

Mortgage Section

Post room



A06  
COMPANIES HOUSE

0734  
23/12/03

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 20.3(a) (Disposals and Security Undertakings) of the Senior Credit Agreement and on a prepayment of the required amount (where relevant) in accordance with clause 12.3 (Asset Disposals) of the Senior 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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bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Adhinar*

Date 19/12/2003

On behalf of chargee<sup>†</sup>

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  
of company

\* TLLC Bridgeco3 Limited (the "Charging 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 "Charging Company")

## 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;

"Junior Bridge Credit Agreement" means the credit agreement dated 18 December 2002 under which certain lenders made a loan facility of £40,100,000 available to certain Group Companies (as such term is defined in the Senior Credit Agreement);

"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 under which certain lenders made a loan facility of £25,000,000 to certain Group Companies (as such term is defined in the Senior Credit Agreement);

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

"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 (as such term is defined in the Senior Credit Agreement);

"Obligor" means the Obligors as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement, the Junior Credit Agreement and the Junior Bridge Credit Agreement;

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

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

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

"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 other Group Companies (as both such terms are defined therein);

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

Company number

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Name of company

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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  
of company

\* TLLC Bridgeco3 Limited (the "Charging Company")

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 assets 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 LEVERAGE 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.

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*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES