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CHFP025

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

* insert full name
of Company

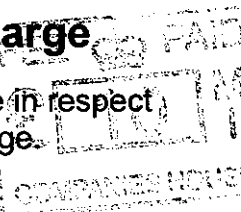
COMPANIES FORM No. 395

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

119689/240



395

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

For official use

		2
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Company number

4588943

Name of company

* TLLC BRIDGECO2 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

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

(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.

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 Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

CZB/Banking/2949572

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Charges

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 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 1 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 write in 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

Robert Morris Cripps

Date

17.02.03

On behalf of [mortgagee/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

M395 Continuation

Company number

4588943

Name of company

* insert full name
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* TLLC BRIDGECO2 LIMITED (the "Company")

Addendum 1/4

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

Company number

4588943

Name of company

* insert full name
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* TLLC BRIDGECO2 LIMITED (the "Company")

Addendum 2/4

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

NOTE.

In this form:

"Assigned Agreements" means the Intra Group Loan Agreement, the AcquisitionCo Loan Agreement, the Term Hedging Agreements, all Lease Documents, and the Insurances (each as defined in the Credit Agreement);

"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 4 February 2003 or at any time enjoyed or held by the relevant Chargor 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 a Chargor in any replacement account or any sub division or sub-account of those accounts;

"Borrowers" has the meaning given to it in the Credit Agreement;

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

"Chargors" means TLLC Propholdco 1 Limited (CRN: 4588799), TLLC Propholdco2 Limited (CRN: 4588793), TLLC CMPPropco1 Limited (CRN: 4588947), TLLC CMPPropco2 Limited (CRN: 4588949), TLLC CMPPropco3 Limited (CRN: 4588950), TLLC CMPPropco4 Limited (CRN: 4589009), TLLC CMPPropco5 Limited (CRN: 4588952), TLLC CMPPropco6 Limited (CRN: 4588962), TLLC CMPPropco7 Limited (CRN: 4588792), TLLC CMPPropco8 Limited (CRN: 4592829), TLLC CMPPropco9 Limited (CRN: 4601188), TLLC CMPPropco10 Limited (CRN: 4601185), TLLC CMPPropco11 Limited (CRN: 4601123), TLLC CMPPropco12 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 Bridgeco 9 Limited (CRN: 4589583), TLLC Bridgeco 10 Limited (CRN: 4589588);

"Credit Agreement" means the commercial mortgage credit agreement dated 18 December 2002 under which certain lenders have agreed to make available a loan facility of £329,000,000 to any Chargors which accede thereto as Borrowers;

"Declared Default" means an Event of Default which has resulted in the Facility Agent (as defined in the Credit Agreement) exercising any of its rights under clause 17.2(a) or (b) (Cancellation and repayment) of the Credit Agreement;

"Devcos" has the meaning given to in the Credit 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 Agreement;

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

"Finance Documents" 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 (each as defined in the Credit Agreement) and any other document designated as a Finance Document by the Parent and the Facility Agent;

Company number

4588943

Name of company

* Insert full name
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"Finance Parties" means the Development Finance Parties and the Term Finance Parties (each as defined in the Credit Agreement);

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

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

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

"Parent" means TLLC Propholdco2 Limited (CRN: 4588793);

"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 (including the property, if any, specified in schedule 1 hereto) and including as the context so permits the Scottish Charged Assets;

"Property" has the meaning given to it in the Credit Agreement;

"Rental Income" has the meaning given to it in the Credit Agreement;

"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 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;

"Secured Parties" means (at any time before the Syndication Date) the Finance Parties and (at any time after the Syndication Date) the Term Finance Parties (as defined in the 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;

"Subsidiary" has the meaning given to it in the Credit Agreement;

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

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

Company number

4588943

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)

Company number

4588943

Name of company

* TLLC BRIDGECO2 LIMITED (the "Company")

insert full name
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Addendum 4/4

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

(b) 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 the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person;

(iv) its rights as at 4 February 2003 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 3.5 (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, by way of the Debenture (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

(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

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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 by way of the Debenture (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 paragraphs 3.3 (a) and (b) 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 Scotland, Northern Ireland 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, granted or demised 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 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 first fixed charge or standard security or otherwise.

Company number

4588943

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 covenanted to procure that there are assigned all rights, title and interest therein so far as applicable to Scottish Charged Assets and that such assignments are intimated) 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 owning a Property or Premises) in accordance with clause 15.3(a) (Disposals) of the Credit Agreement and on 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 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 Declared Default has occurred the Security Agent may (subject to the 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.

1.7 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Credit 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, 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;

(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

Company number

4588943

Name of company

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insert full name
of company

(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 assignments, 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 Agreement, 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

Details of Properties

Registered Land

Address or description:
Pencoed, Bridgend
Hill Street, Glasgow

Title No:
WA110509, WA167683 and WA497488
N/A

Unregistered Land

Intentionally left blank

M395 Continuation

Company number

4588943

Name of company

insert full name
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ROI Premises

Registered Land

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Unregistered Land

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SCHEDULE 2

Subsidiary Shares

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04588943

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th FEBRUARY 2003 AND CREATED BY TLLC BRIDGEC02 LIMITED FOR SECURING ALL MONEY OR LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC, LONDON AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES 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 FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —