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CHFP025

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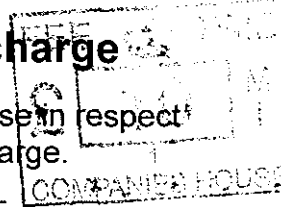
* insert full name
of Company

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

137351/10

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

For official use

		1
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Company number

5173938

Name of company

* TLLC CMSUBPROPCO11 LIMITED (the "New Charging Company")

Date of creation of the charge

9 September 2004

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

SECURITY ACCESSION DEED dated 9 September 2004 between the New Charging Company, the Parent and the Security Agent (the "Security Accession Deed")

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 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

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):

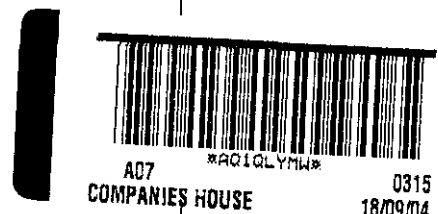
Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

AMD/R546.00297/3516899

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 New Charging Company, as continuing 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) by way of first legal mortgage, all freehold and leasehold property situate in England and Wales (including the property specified in schedule 1 to the Security Accession Deed, as set out in the schedule 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

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)

Nil

Signed

Ashurst

Date

16/09/04

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

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Company number

5173938

Name of company

* insert full name
of company

* TLLC CMSUBPROPCO11 LIMITED (the "New 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 CMSUBPROPCO11 LIMITED (the "New Charging 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, the Development Hedging Agreement, all Development Documents (other than those specified at paragraphs (c), (d), (f) and (g) of the definition thereof) all Lease Documents, and the Insurances (as each such term is defined in the Second Debenture) and all Assigned Agreements detailed in schedule 3 to the Security Accession Deed (if any);

"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 as at 9 September 2004 or at any time enjoyed or held by the New Charging Company and all VAT payable on the same;

"Blocked Accounts" means the accounts listed in part 1 of schedule 4 to the Security Accession Deed (if any) and any interest of the New Charging Company in any replacement account or any sub division or sub-account of those accounts;

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

"Chargors" means the Parent, each of the companies listed in schedule 1 to the Second Debenture and each company (of which the New Charging Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Deed of Accession or other charge or security in accordance with the Second Debenture;

"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 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;

"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 each of the various Credit Agreements;

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

"Floating Charge Asset" means an asset charged under clause 2.6 (Floating Charge) of the Security Accession Deed;

Name of company

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* TLLC CMSUBPROPCO11 LIMITED (the "New Charging Company")

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

"Junior Bridge Credit Agreement" means the credit agreement dated 18 December 2002 as most recently amended and restated on 22 July 2004 under which certain lenders made a loan facility of £40,172,145 available to certain Group Companies;

"Junior Bridge Facility Agent" has the meaning given to it in the Junior Bridge 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 as most recently amended and restated on 22 July 2004 pursuant to which certain lenders made a loan facility of £25,000,000 to certain Group Companies;

"Junior Facility Agent" has the meaning given to it in the Junior Credit Agreement;

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

"Mezzanine Facility Agent" has the meaning given to it in the Mezzanine Loan Agreement;

"Mezzanine Loan Agreement" means the credit agreement dated 18 December 2002 as most recently amended and restated on 22 July 2004 under which certain lenders made a loan facility of £ 77,500,000 available to certain Group Companies;

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

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

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Security Accession Deed (if any) and any interest of the New Charging Company 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 New Charging Company or in which the New Charging Company is otherwise interested and including as the context so permits the Scottish Charged Assets;

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

"Scottish Charged Assets" means the New Charging 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 New Charging Company situated in Scotland;

"Second Debenture" means the debenture dated 4 February 2003 between, inter alia, the Parent, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Deeds of Accession (if any);

"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 Deed of Accession" means a deed executed by a Group Company substantially in the form set out in schedule 6 to the Second 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;

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* TLLC CMSUBPROPCO11 LIMITED (the "New Charging Company")

"Senior Credit Agreement" means the credit agreement dated 18 December 2002 as most recently amended and restated on 22 July 2004 under which certain lenders have made available facilities of £257,500,000 to the Parent and certain other Group Companies;

"Senior Facility Agent" has the meaning given to it in the Senior Credit Agreement;

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

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

"Subsidiary Shares" means all shares owned by the New Charging Company in its Subsidiaries including those (if any) set out in schedule 2 to the Security Accession Deed.

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Company number

5173938

Name of company

* insert full name
of company

* TLLC CMSUBPROPCO11 LIMITED (the "New Charging Company")

Addendum 3/4

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

Name of company

* insert full name
of company

* TLLC CMSUBPROPCO11 LIMITED (the "New Charging 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 2.3(a) of the Security Accession Deed, 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 September 2004 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 2.7 (Security Assignment) of the Security Accession Deed, as set out in clause 1.5 below, all its rights and interests in (and claims under) the Assigned Assets.

1.2 ROI Security

The New Charging Company as beneficial owner, as security for the payment and discharge of all the Indebtedness, by way of the Security Accession Deed (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 to the Security Accession Deed, as set out in the schedule 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 New Charging Company holds the same as at 9 September 2004 less the last three days of each term, subject to the proviso for redemption contained at Clause 23.7 (Covenant to Release) of the Second 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 to the Security Accession Deed, as set out in the schedule 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, in 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 2.4 (a) and (b) of the Security Accession Deed and as detailed in clauses 1.2 (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 9 September 2004) 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 9 September 2004 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 9 September 2004 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 Security Accession Deed 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 9 September 2004 or may howsoever thereafter acquire or become entitled to in the said leasehold property or any part thereof.

1.3 Northern Irish Property

The New Charging Company as beneficial owner as continuing security for the payment and discharge of the Indebtedness by way of the Security Accession Deed (in each case 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 to the Security Accession Deed, as set out in the schedule hereto and any other freehold and leasehold property vested in the New Charging Company as at 9 September 2004 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 Security Accession Deed) 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 9 September 2004 of the terms of years for which the same are held by the New Charging 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 9 September 2004, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Second 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 to the Security Accession Deed, as set out in the schedule hereto, together in all cases (to the extent the same are not otherwise subject to a fixed charge under the Security Accession Deed) 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 New Charging Company has consented to the charge created by the Security Accession Deed being registered as a burden on such property subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Second 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 sale of all or any part of the lands mortgaged or charged at clauses 2.5 (a) and (b) of the Security Accession Deed and as set out in clauses 1.3 (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 continuing security for the payment of the Indebtedness, the New Charging 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 the Republic of Ireland, Northern Ireland or Scotland) 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, both present and future, not effectively charged by way of first fixed charge and/or mortgage under clause 2.3 (fixed Charges) to clause 2.5 (Northern Irish Property) (inclusive) of the Security Accession Deed, granted or demised under clauses 2.4 (ROI Security) and 2.5 (Northern Irish Property) of the Security Accession Deed or assigned under clause 2.7 (Security Assignment) of the Security Accession Deed (to the extent applicable to the Scottish Charged Assets or the 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 a fixed charge or standard security or otherwise.

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 New Charging 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 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 the New Charging Company has 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 New Charging Company re-assign to the New Charging Company its rights, title and interest in the Assigned Assets to the New Charging 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 20.3(a) (Disposals) of the Senior Credit Agreement (and the equivalent provisions in the other Credit Agreements) and on receipt by the Senior 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 New Charging Company re-assign to the New Charging 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 Second Debenture, the New Charging 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 New Charging Company, convert the floating charge created under the Security Accession Deed into a fixed charge as regards those assets which it specifies in the notice. The New Charging 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 New Charging 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 Security Accession Deed 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 New Charging 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 Security Accession Deed;

(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 Security Accession Deed;

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5173938

Name of company

* insert full name
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(iv) to confer on the Security Agent security over any assets of the New Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Security Accession Deed; 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 Security Accession Deed,

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 New Charging Company under clause 5.1 of the Second Debenture will contain clauses corresponding to the provisions set out in the Security Accession Deed.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Save as provided in the Credit Agreements, the New Charging 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.

Name of company

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SCHEDULE

Details of Properties

Address/Description of Property	Freehold/ Leasehold	Title No. (if any)	Little Chef (LC)/ Travelodge (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) and George John Marjoribanks and George August Campbell (2) Alan Carruth Young (3) and John Wort, George Way and Francis Herbert Wort (4)	Freehold	WT92233	TL LC
All that property situated at Stoney Cross, Ringwood, Hampshire	Freehold	HP582016	TL LC
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)	Leasehold	HP63460	TL LC
All that property situated at Saltash, Cornwall	Freehold	CL38648	TL LC
All that property situated at Warminster, Wiltshire	Freehold	WT69750	TL LC
All that property situated at Barton under Needwood, Staffordshire	Freehold	SF278420	TL LC
All that property situated at Sourton Cross, Okehampton, Devon	Freehold	DN409378	TL LC
All that property situated at Whiddon Down, Devon	Leasehold	DN364198	TL LC
All that property situated at Burton South, Staffordshire	Freehold	SF290376	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. 05173938

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 9th SEPTEMBER 2004 AND CREATED BY TLLC CMSUBPROPC011 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED 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 18th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st SEPTEMBER 2004 .

Page



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —