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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

9/9/04

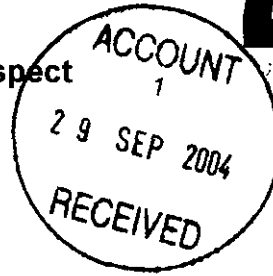
COMPANIES FORM No. 400

AC 00400107/10.

Particulars of a mortgage or charge subject
to which property has been acquired

400

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge



Pursuant to section 400 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number

85-14

5173938

Name of company

*TLLC CMSUBPROPC011 Limited (the "Company") ✓

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

Leveraged Debenture dated 4 February 2003 (the "**Leveraged Debenture**") originally between the companies listed therein as Chargors (the "**Chargors**"), TLLC Propholdco2 Limited (the "**Parent**") and The Royal Bank of Scotland Plc (the "**Security Agent**") acceded to by the Company and others on 9 September 2004.

Amount secured by the mortgage or charge See Schedule 1 ✓

Names and addresses of the mortgagees or persons entitled to the mortgage or charge

The Royal Bank of Scotland plc as security trustee for itself and the other Secured Parties (as defined in Schedule 3)

Short particulars of the property mortgaged or charged

See Schedule 2. A list of defined terms in this Form 400 is set out in Schedule 3.

Continue overleaf as necessary

Presentor's name address and
reference (if any) :
Clifford Chance Limited
Liability Partnership
10 Upper Bank Street
London
E14 5JJ
Return via London Counter

Time critical reference
CAF/T3099/00187

For official Use
Mortgage Section

Post room

LD5
COMPANIES HOUSE
0480
29/09/04

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

Date of the acquisition of the property 9 September 2004

Signed Clifford Chance LLP Designation On behalf of the Company Date 28/09/04

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 3)

‡ Insert
Director,
Secretary,
Administrator,
or
Administrative
Receiver as
appropriate

Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

- 3 Cheques and Postal Orders are to be made payable to **Companies House**.
- 4 The address of the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ

SCHEDULE 1

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**").

SCHEDULE 2

1.1 Fixed charges

The Original Chargor, as continuing security for the payment of the Indebtedness, has 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 (to the extent of such interest) (but excluding the Scottish Charged Assets and the Scottish Property):

- (a) by way of first legal mortgage all freehold and leasehold property situate in England and Wales (including the properties specified in schedule 4 to this Form) together with all buildings and fixtures (including trade fixtures) on that property;
- (b) by way of first equitable mortgage, all the Subsidiary Shares and all corresponding Distribution Rights;
- (c) by way of first fixed charge:
 - (i) all other interests (not charged under paragraph 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 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 paragraph 1.5 below (Security Assignment), all its rights and interests in (and claims under) the Assigned Assets.

1.2 ROI Security

- 1.2.1 The Original Chargor as beneficial owner, as security for the payment and discharge of all the indebtedness, (in each case to the extent of its interest therein):

- (a) has 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 4 to this form) 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 relevant holder now holds the same less the last three days of each term, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Leveraged 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, has 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 4 to this form) 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) has 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 (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 the date of the Leveraged Debenture) 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) has declared that it shall henceforth 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 now has or may howsoever hereafter 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 has 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 for the said property or any part thereof the said leasehold reversion

and any further or other interest which it has now or may howsoever hereafter acquire or become entitled to in the said leasehold or any part thereof.

1.3 Northern Irish Property

The Original Chargor as beneficial owner as further continuing security for the payment and discharge of the Indebtedness (in each case to the extent of its interest therein):

- (a) has demised unto the Security Agent such of the freehold and leasehold property in Northern Ireland belonging to it and specified in schedule 4 to this Form and any other freehold and leasehold property now vested in the Company 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 the same are not otherwise subject to a fixed charge under the Leveraged 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 now expired of the terms of years for which the same are held by the relevant holder 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 the date of the Security Accession Deed, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Leveraged Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;
- (b) has charged in favour of the Security Agent all that property in Northern Ireland comprised in the folios and more particularly set out in schedule 4 to this Form together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) 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 has consented to the charge created being registered as a burden on such property subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Leveraged Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained; and
- (c) has charged to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged at 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 continuing security for the payment of the Indebtedness, the Original Chargor as beneficial owner and with full title guarantee (to the extent applicable to the Scottish Charged Assets or the Scottish Property) (save that full title guarantee shall not apply in respect of assets situate in Northern Ireland, the Republic of 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 paragraphs 1.1 (Fixed Charges) to 1.3 (Northern Irish Property) (inclusive) above, granted and demised under paragraphs 1.2 (ROI Security) and 1.3 (Northern Irish Property) above or assigned under paragraph 1.5 (Security Assignment) below (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 the Scottish Charged Assets and irrespective of whether the same is secured by a fixed charge or standard security or otherwise.

1.5 Security Assignment

- (a) As further continuing security for the payment of the Indebtedness, the Original Chargor 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 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 shall 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 Original Chargor re-assign to the Original Chargor its rights, title and interest in the Assigned Assets to the Original Chargor (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 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 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 Original Chargor re-assign to the Original Chargor 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 Leveraged Debenture, the Original Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

The Leveraged Debenture contains a negative pledge and covenants for further assurances.

SCHEDULE 3

In this Form 400:

"Accession Document" means an agreement substantially in the form set out in Schedule 7 to the Senior Credit Agreement under which a Group Company becomes a Guarantor (as defined in the Senior Credit Agreement) and/or a Borrower (as defined in the Senior Credit Agreement) and becomes a party to the Intercreditor Deed;

"AcquisitionCo Loan Agreement" means the agreement made between certain of the Chargors and others relating to the on-lending of certain proceeds of the loans made under the Commercial Credit Agreement;

"Agreement for Lease" means an agreement to grant an Occupational Lease in the form attached thereto;

"Ancillary Document" means the Ancillary Facility Letters and all other documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities (each as defined in the Senior Credit Agreement);

"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 in paragraphs (c), (d), (f) and (g) of the definition of Development Documents), all Lease Documents, and the Insurances;

"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 now 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 of the Leveraged Debenture and any interest of a Chargor in any replacement account or any sub division or sub-account of those Accounts;

"Bridgecos" means each of the companies listed under the heading Bridgecos in schedule 1 part 3 to the Commercial Mortgage Agreement;

"Bridge Properties" means the properties listed in Schedule 2 part 2 of the Commercial Mortgage Agreement for as long as they continue to be owned by a BridgeCo;

"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 (as defined therein);

"Credit Agreements" means the Senior Credit Agreement, the Mezzanine Loan Agreement, the Junior Credit Agreements and the Junior Bridge Credit Agreement;

"Derivative Instrument" means any forward rate agreement, option, swap cap, floor, any combination or hybrid of the foregoing and any other financial derivative agreement;

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

"Development Property" means the freehold or leasehold property or Scottish Property acquired by the relevant Devco (as defined in the Commercial Mortgage Agreement), such property being either a Shared Site (as defined in the Commercial Mortgage Agreement), a Pipeline Property (as defined in the Commercial Mortgage Agreement) or having been acquired with the intention of developing such property into a Travelodge hotel;

"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 the Events of Default as defined in the Credit Agreements;

"Facility Agent" means The Royal Bank of Scotland plc in its capacity as facility agent for the Lenders (as defined in the Senior Credit Agreement) under the Senior Finance Documents;

"Fees Letter" means the Agency Fees Letter and the Arrangement Fee Letter (each as defined in the Senior Credit Agreement);

"Group" means the TLLC Holdings2 Limited and its Subsidiaries from time to time;

"Group Company" means a member of the Group;

"Hedging Agreements" means Derivative Instruments entered into with the Hedging Lenders for the purpose of managing or hedging interest rate risk in relation to the Term Facilities, the Mezzanine Loan and the Junior Bridge Facility (each as defined in the Senior Credit Agreement);

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

"Insurances" means all policies of insurance and all proceeds of them either now 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;

"Intercreditor Deed" means the intercreditor deed dated 4 February 2003 between, amongst others, each of the parties to the Finance Documents, Topco and each of the recipients of the DDB Notes (each as defined in the Senior Credit Agreement);

"Intra Group Loan Agreement" means the intra group loan agreement dated on or about the date of the Leveraged Debenture between amongst others TSL and the Chargors ;

"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;

"Junior Bridge Facility Agent" means the Royal Bank of Scotland Plc in its capacity as junior bridge facility agent for the Junior Bridge Lenders under the Junior Bridge Finance Documents;

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

"Junior Bridge Finance Parties" means the Mandated Lead Junior Bridge Arranger, each Junior Bridge Agent, each Junior Bridge Lender, the Junior Bridge Underwriter and each Hedging Lender (each as defined in the Junior Bridge Credit Agreement);

"Junior Bridge Lenders" has the meaning set out in the Junior Bridge Credit Agreement;

"Junior Credit Agreement" means the agreement dated 18 December 2002 pursuant to which certain lenders made a loan facility of £25,000,000 to certain Group Companies;

"Junior Facility Agent" means the Royal Bank of Scotland Plc in its capacity as junior facility agent for the Junior Lenders under the Junior Finance Documents;

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

"Junior Finance Parties" means the Mandated Lead Junior Arranger, the Lead Junior Arranger, each Junior Agent, each Junior Lender, the Junior Underwriters and each Hedging Lender (each as defined in the Junior Credit Agreement);

"Junior Lenders" has the meaning set out in the Junior Credit Agreement;

"Lease Document" means any Agreement for Lease or any Occupational Lease;

"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;

"Mezzanine Facility Agent" means CIBC World Markets Plc in its capacity as mezzanine facility agent for the Mezzanine Lenders under the Mezzanine Finance Documents

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

"Mezzanine Finance Parties" means the Mandated Lead Mezzanine Arranger, the Joint Lead Mezzanine Arranger, each Mezzanine Agent, each Mezzanine Lender, the Mezzanine Underwriters and each Hedging Lender (each as defined in the Mezzanine Loan Agreement);

"Mezzanine Lenders" means the Mezzanine Lenders as defined in the Mezzanine Loan 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;

"Occupational Lease" means any occupational lease to which a Property may be subject from time to time;

"Original Chargor" means TLLC CmPropColl Limited;

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

"Premises" means all freehold, heritable, feuhold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and including as the context so permits the Scottish Charged Assets;

"Properties" means each of the properties listed in schedule 2, part 1 to the Commercial Mortgage Agreement, each Bridge Property, each Development Property and any other property acquired by a Devco (as defined in the Commercial Mortgage Agreement) after the date of the Commercial Mortgage Agreement and **"Property"** shall mean any one of the Properties or any part of the Properties (as the context requires) and where the context so requires reference to a relevant Property means the Properties as being legally and beneficially owned by the Obligor in point, provided that after the date on which all the Term Commitments (as defined in the Commercial Mortgage Agreement) are cancelled in full any Bridge Property which is not a Relevant Bridge Property shall not from that date be included in this definition;

"Relevant Bridge Property" means a Bridge Property that is or has been the subject of a drawdown of a Term Advance (as defined in the Commercial Mortgage Agreement);

"Rental Income" means the aggregate of all Principal Rent (as defined in the Occupational Lease) paid or payable to or for the benefit or account of the Obligors pursuant to the terms of an Occupational Lease or an Agreement for Lease;

"Scottish Charged Assets" means the Chargor's whole undertaking, property (including uncalled capital), assets, rights whatsoever both present and 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 Leveraged Debenture (or as the case may be schedule 1 of the relevant Security Accession Deed) as such;

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties, the Junior Finance Parties and the Junior Bridge Finance Parties;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 6 of the Leveraged Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Security Document" means each of the documents specified in schedule 3 of the Senior Credit Agreement and all other documents creating, evidencing, or granting a Security Interest in favour of any Senior Finance Party in relation to the obligations of any Obligor under any Senior Finance Document;

"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 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 certain other Group Companies;

"Senior Facility Agent" means The Royal Bank of Scotland Plc in its capacity as facility agent for the Lenders (as defined in the Senior Credit Agreement) under the Senior Finance Documents;

"Senior Finance Documents" means the Senior Credit Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letters and any other document designated as a Senior Finance Document by TLLC Holdings² Limited and the Facility Agent;

"Senior Finance Parties" means the Mandated Lead Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Lender, the Underwriters and each Hedging Lender (each as defined in the Senior Credit Agreement);

"Subsidiary" means a subsidiary and a subsidiary undertaking as defined in sections 736 and 258 respectively of the Companies Act 1985 and/or a subsidiary as defined in section 155 of the Irish Companies Act 1963;

"Subsidiary Shares" means all the shares owned by a Chargor in its Subsidiaries;

"Term Hedging Agreements" has the meaning given to it in the Commercial Mortgage Agreement;

"Topco" means TLLC Group Holdings Limited, a company incorporated in England and Wales with registered number 4592844;

"Transfer Certificate" has the meaning given to it in the Senior Credit Agreement, the Mezzanine Loan Agreement, the Junior Credit Agreement, the Junior Bridge Credit Agreement and the Commercial Mortgage Agreement;

"TSL" means Travelrest Services Limited, a company incorporated in England and Wales with registered number 769170;

SCHEDULE 4

| Address/Description of Property | Title (Freehold / Leasehold) | Title No. (if any) |
|--|--|---------------------------|
| 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) George John Marjoribanks and George August Campbell (2) Alan Carruth Young (3) and John Wort, George Way and Francis Herbert Wort (4) | Freehold | WT92233 |
| All that property situated at Stoney Cross, Ringwood, Hampshire | Freehold | HP582016 |
| 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 |
| All that property situated at Saltash, Cornwall | Freehold | CL38648 |
| All that property situated at Warminster, Wiltshire | Freehold | WT69750 |

| Address/Description of Property | Title (Freehold / Leasehold) | Title No. (if any) |
|---|---|-------------------------------|
| All that property situated at Barton under Needwood, Staffordshire | Freehold | SF278420 |
| All that property situated at Sourton Cross, Okehampton, Devon | Freehold | DN409378 |
| All that property situated at Whiddon Down, Devon | Leasehold | DN364198 |
| All that property situated at Burton South, Staffordshire | Freehold | SF290376 |

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 LEVERAGED DEBENTURE FOR 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 SECURED ON THE PROPERTY ACQUIRED BY TLLC CMSUBPROPC011 LIMITED ON THE 9th SEPTEMBER 2004 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st OCTOBER 2004.

PO
82



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES