



Registration of a Charge

Company name: **FULL MOON HOLDCO 7 LIMITED**

Company number: **09657187**

Received for Electronic Filing: **25/09/2015**



X4GO496Y

Details of Charge

Date of creation: **24/09/2015**

Charge code: **0965 7187 0001**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **THOMAS PLOWMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9657187

Charge code: 0965 7187 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2015 and created by FULL MOON HOLDCO 7 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2015 .

Given at Companies House, Cardiff on 28th September 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

 **THOMAS PLAWMAN**
FRESHFIELDS BRUCKHAUS DERINGER LLP
65 FLEET STREET
LONDON
EC4Y 1HS

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 24 September 2015

BETWEEN:

- (1) **FULL MOON HOLDCO 7 LIMITED**, a company incorporated in England and Wales with registered number 9657187 (the *New Charging Company*);
- (2) **THAME AND LONDON LIMITED** (formerly named Anchor UK Bidco Limited) (a company incorporated in England and Wales with registered number 8170768 (the *Parent*)) for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the *Security Agent*).

RECITAL:

This deed is supplemental to a second supplemental debenture dated 29 November 2013 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the *Debenture*).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture have the same meaning when used in this deed.

Construction

- 1.2 Clause 1.2 (*Construction*) and clause 1.3 (*Other References*) of the Debenture will be deemed to be set out full in this deed, but as references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

Accession

- 2.1 The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

Covenant to pay

- 2.2 The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment in accordance with the terms of the Senior Finance Documents.

Fixed charges

2.3 The New Charging Company, as continuing security for the payment of the Indebtedness, charges 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 (if any):

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1) together with all buildings and fixtures (including trade fixtures) on that property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under Clause 2.3(a) 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 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 Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
 - (v) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts and the Nominated Accounts) with any bank, financial institution, or other person;
 - (vii) all its Intellectual Property Rights (including the Intellectual Property Rights listed in Schedule 5 hereto);
 - (viii) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets;
 - (ix) its goodwill and uncalled capital;
 - (x) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

Floating charge

2.4 As further security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee (to the extent applicable to the Scottish Charged Assets and/or Scottish Property) (save that full title guarantee shall not apply in respect of assets situated in Scotland) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 2.3 (*Fixed Charges*) or assigned under Clause 2.5 (*Security Assignment*), (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, including the Scottish Property and Scottish Charged Assets and including property and all other assets in Scotland, irrespective of whether the same is secured by first fixed charge or standard security or otherwise (any such standard security ranking in priority to the floating charge).

Security Assignment

2.5 (a) As further security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of that Charging Company promptly re-assign the Assigned Agreements to that Charging Company (or as it shall direct).

(b) Until the occurrence of Declared Default, but subject to clause 8.6 (*Assigned Agreements*) of the Debenture, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default.

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them) the Debenture.

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to Clause 21.1 (*Notices*) of the Debenture are as follows:

Address: 100 Barbirolli Square, Manchester, M2 3AB

Facsimile: +44 (0)161 934 6060

Attention: Emma Davies

6. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) and any non-contractual obligations relating thereto, shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Details of Freehold and Leasehold Property

N/A

SCHEDULE 2

Details of Subsidiary Shares

N/A

SCHEDULE 3

Assigned Agreements

N/A

SCHEDULE 4

Bank Accounts

N/A

SCHEDULE 5

Material Intellectual Property

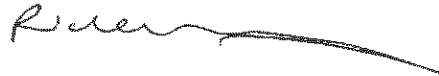
N/A

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

EXECUTED as a deed by
Full Moon Holdco 7 Limited
acting by a director in the presence of a
witness

)
)
)
)



Signature of director

Name of director

Paul Harvey

Signature of witness

nfield

Name and address of witness

*Mark Field
c/o 60 Chiswell Street, London, EC1Y 4AE*

The Parent

EXECUTED as a deed by
THAME AND LONDON LIMITED
acting by a director in the presence of a
witness

)
)
)
)

Signature of director



Name of director

Jo Boydell

Signature of witness

nfield

Name and address of witness

*Mark Field
c/o 60 Chiswell Street, London, EC1Y 4AE*

The Security Agent

EXECUTED by
THE ROYAL BANK OF SCOTLAND PLC
Acting by its
authorised signatory

)
)
)
)

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

EXECUTED as a deed by)
Full Moon Holdeo 7 Limited)
acting by a director in the presence of a)
witness)

Signature of director

Name of director

Signature of witness

Name and address of witness

The Parent

EXECUTED as a deed by)
THAME AND LONDON LIMITED)
acting by a director in the presence of a)
witness)

Signature of director

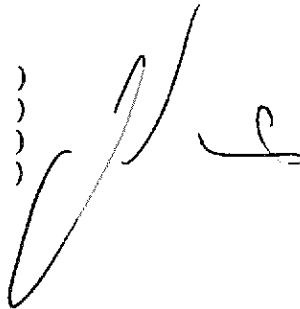
Name of director

Signature of witness

Name and address of witness

The Security Agent

EXECUTED by)
THE ROYAL BANK OF SCOTLAND PLC)
Acting by its)
authorised signatory)



DATED 29 NOVEMBER 2013

THAME AND LONDON LIMITED

and the other companies listed in Schedule 1

and

THE ROYAL BANK OF SCOTLAND PLC
(as Security Agent)

SECOND SUPPLEMENTAL DEBENTURE



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

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THIS DEED is made on 29 November 2013

BETWEEN:

- (1) **THAME AND LONDON LIMITED (FORMERLY ANCHOR UK BIDCO LIMITED)**, a company incorporated in England and Wales with registered number 8170768 (the *Parent*); and
- (2) **THE COMPANIES** listed in Schedule 1; and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the *Security Agent*).

RECITALS:

(A) This deed is supplemental to (i) a debenture dated 3 September 2006 (the *Debenture*) between, amongst others, Full Moon Holdco 3 Limited and the Security Agent and (ii) a supplemental debenture dated 25 October 2012 between, amongst others, the Parent and the Security Agent (the *Supplemental Debenture*).

(B) It is intended that this deed take effect as a deed notwithstanding that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 Definitions

In this deed:

Agreed Security Principles has the meaning given to that term in the Senior Facilities Agreement.

Assigned Agreements means any agreement designated as an Assigned Agreement by the Parent and the Security Agent.

Book Debts means all book and other debts arising in the ordinary course of trading.

Charged Account means the account under the name "Barclays Bank PLC Re Full Moon Holdco 6 Ltd." held by or on behalf of Full Moon Holdco 6 Limited with Barclays Bank PLC having account number 23046796 and sort code 20-00-00 (as that account may be redesignated, renumbered, substituted or replaced from time to time) and all sums from time to time standing to the credit of or earned upon or in relation to the account, including all entitlements to interest and other rights and benefits accruing to or arising in connection therewith.

Charged Property means the assets mortgaged, charged or assigned to the Security Agent by this deed.

Charging Companies means the Parent, each of the companies listed in Schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed.

Collection Accounts means the accounts of the Charging Companies set out in Schedule 5 and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify.

Declared Default means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27.20 (*Acceleration*) of the Senior Facilities Agreement.

Default Rate means the rate at which default interest is payable under clause 13.6 (*Default Interest*) of the Senior Facilities Agreement.

Distribution Rights means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise).

Events of Default means Events of Default as defined in the Senior Facilities Agreement.

Excluded Intellectual Property Right has the meaning given to that term in Clause 3.8(a) (*Intellectual Property Rights Restricting Charging*).

Finance Document has the meaning given to that term in the Senior Facilities Agreement.

Floating Charge Asset means an asset charged under Clause 3.2 (*Floating Charge*).

Group Company has the meaning given to that term in the Senior Facilities Agreement.

Indebtedness means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon 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 chapter 2 of part 18 of the Companies Act 2006.

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 Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance.

Intercreditor Deed means the intercreditor deed dated 3 September 2006 (as amended and/or restated from time to time including on 11 October 2012) and on or about the Second Effective Date and made between, amongst others, the Parent, Full Moon Holdco 4 Limited, the other Obligors. The Royal Bank of Scotland plc as facility agent, the Flare Lenders, the First Lien Lenders, the Second Lien Lenders (as defined therein) and Anchor Holdings SCA.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Group Company.

Intellectual Property Rights means all rights to or interests in Intellectual Property which the Charging Companies have the benefit of, including those set out in Schedule 8).

Investment means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares).

Nominated Account has the meaning given to such term in Clause 8.4 (*Collection of Book Debts and Other Debts*).

Obligors means Obligors as defined in the Senior Facilities Agreement.

Other Debts means the debts and claims identified in Clause 3.1(b)(iv) (*Fixed Charges*).

Party means a party to this deed.

Premises has the meaning given to such term in Clause 8.3 (*Property Undertakings*).

Receiver means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed.

Register of Trade Marks means the register of trade marks maintained by the UK Intellectual Property Office (or any successor agency).

Relevant Intellectual Property Right has the meaning given to that term in Clause 3.8(b) (*Intellectual Property Rights Restricting Charging*).

Scottish Charged Assets means each 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 each Charging Company situated in Scotland.

Second Amendment and Restatement Agreement means the amendment and restatement agreement relating to the Senior Facilities Agreement between, amongst others, the Parent and the Royal Bank of Scotland PLC as facility agent dated on or about the Second Effective Date.

Second Effective Date has the meaning given to that term in the Second Amendment and Restatement Agreement.

Security has the meaning given to that term in the Senior Facilities Agreement.

Secured Parties means the Senior Finance Parties.

Security Accession Deed means a deed executed by a Group Company substantially in the form set out in Schedule 7, with those amendments which the Security Agent may approve or reasonably require.

Senior Facilities Agreement means the senior facilities agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time, including on 11 October 2012) and on or about the Second Effective Date entered into by, amongst others, Anchor UK Bidco Limited, Full Moon Holdco 6 Limited, certain financial institutions as lenders, Deutsche Bank AG, London Branch as priority super senior LOC facility issuing bank and The Royal Bank of Scotland plc as facility

agent and security agent, under which the lenders have made available up to £519,350,000 of facilities to Thame and London Limited (formerly Anchor UK Bidco Limited) and certain of its subsidiaries.

Finance Document has the meaning given to that term in the Senior Facilities Agreement.

Senior Finance Parties means the Senior Finance Parties as defined in the Senior Facilities Agreement.

Senior Lenders means the Lenders as defined in the Senior Facilities Agreement.

Subsidiary means in relation to any company, corporation or other legal entity, (a *holding company*), a company, corporation or other legal entity:

- (a) which is controlled, directly or indirectly, by the holding company;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or
- (c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body.

Subsidiary Shares means all shares owned by a Charging Company in its Subsidiaries (including but not limited to, the shares set out in Schedule 3); and

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying of the same.

1.2 Construction

In this deed, unless a contrary intention appears, a reference to:

- (a) an **agreement** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **amendment** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **amend**, **amending** and **amended** shall be construed accordingly;
- (c) **assets** includes property, business, undertaking and rights of every kind, present, future and contingent (including uncalled share capital) and every kind of interest in an asset;
- (d) a **consent** includes an authorisation, approval, exemption, licence, order, permission or waiver;
- (e) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
- (f) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **loss** shall be construed accordingly;

- (g) a **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:
- (i) if any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day in the same calendar month or, if none, on the preceding Business Day; and
 - (ii) if a period starts on the last Business Day in a calendar month, or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month,

and references to **months** shall be construed accordingly;

- (h) a **person** includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking or other association (whether or not having separate legal personality) or any two or more of the foregoing;
- (i) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (j) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Senior Facilities Agreement and the other Senior Finance Documents have the same meanings when used in this deed;
- (k) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and any Secured Party relating to the Indebtedness are incorporated in this deed to the extent required for any purported disposition of the Charged Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (l) where a definition incorporates the contents of a schedule and that schedule contains details relating to a Group Company yet to accede to this deed then those details shall only be incorporated into the relevant definition upon the relevant Group Company executing a Security Accession Deed;
- (m) the parties intend that this document shall take effect as a deed; and
- (n) in the event of any inconsistency between the terms of this deed and the Senior Facilities Agreement, the terms of the Senior Facilities Agreement shall prevail. Nothing which is expressly permitted to be done under the Senior Facilities Agreement shall be deemed to constitute a breach of any term of this deed and no representation, warranty or undertaking contained in this deed shall be breached to the extent it conflicts with the Senior Facilities Agreement or prohibits something which would otherwise be expressly permitted under the Senior Facilities Agreement.

1.3 Other References

In this deed, unless a contrary intention appears:

- (a) a reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors and permitted assignees or transferees;

- (b) references to clauses and schedules are references to, respectively, clauses of and schedules to this deed and references to this deed include its schedules;
- (c) a reference to (or to any specified provision of) any agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended from time to time, but excluding for this purpose any amendment which is contrary to any provision of any Senior Finance Document;
- (d) a reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time;
- (e) the index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed; and
- (f) words importing the plural shall include the singular and vice versa.

1.4 Financial Assistance

Nothing in this deed shall create an obligation or Security in breach of sections 677 to 680 of the Companies Act 2006.

2. COVENANT TO PAY

Each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Indebtedness when it falls due for payment in accordance with the terms of the Senior Finance Documents.

3. CHARGING CLAUSE

3.1 Fixed Charges

Each Charging Company, as security for the payment of the Indebtedness, charges 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:

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 2), vested in it at the date of this deed together with all buildings and fixtures (including trade fixtures) on that property.
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under Clause 3.1(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 Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;

- (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (v) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (vi) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person (other than the Charged Account) and all rights related to those accounts;
- (vii) all its Intellectual Property Rights (including the Intellectual Property Rights listed in Schedule 8);
- (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (ix) its goodwill and uncalled capital;
- (x) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

3.2 Floating Charge

- (a) As further security for the payment of the Indebtedness, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 3.1 (*Fixed Charges*) or assigned under Clause 3.3 (*Security Assignment*) and, in the case of Full Moon Holdco 6 Limited, the Charged Account.
- (b) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this deed.

3.3 Security Assignment

- (a) As further security for the payment of the Indebtedness, each Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of that Charging Company promptly re-assign the Assigned Agreements to that Charging Company (or as it shall direct).
- (b) Until the occurrence of Declared Default, but subject to Clause 8.6 (*Assigned Agreements*), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default.

3.4 Conversion of Floating Charge

If:

- (a) a Declared Default has occurred; or
- (b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent reasonably requires, but on terms no more onerous to such Charging Company than this deed.

3.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities 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 this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3.6 Reconversion of a Floating Charge

Any floating charge which has crystallised under Clause 3.4 (*Conversion of a Floating Charge*) or Clause 3.5 (*Automatic Conversion of Floating Charge*) may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the relevant Charging Company be reconverted into a floating charge under Clause 3.2 (*Floating charge*) in relation to the assets, rights and property specified in such notice.

3.7 Leases Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*), Clause 3.2 (*Floating Charge*) and from the operation of Clause 5 (*Further Assurance*) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge or Security over its leasehold interest in that property (each an *Excluded Property*) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property where landlord's consent to charge is required to be obtained each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within twenty-eight days of the date of this deed and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under Clause 3.1 (*Fixed Charges*) and Clause 3.2 (*Floating Charge*). Following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require, but on terms no more onerous to such Charging Company than the terms of this deed.

3.8 Intellectual Property Rights Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*), Clause 3.2 (*Floating Charge*) and from the operation of Clause 5 (*Further Assurance*) any Intellectual Property Right in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge or Security over its

interest in that Intellectual Property (each an *Excluded Intellectual Property Right*) until the relevant condition or waiver has been satisfied or obtained.

- (b) For each Excluded Intellectual Property Right, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a *Relevant Intellectual Property Right*), to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under Clause 3.1 (*Fixed Charges*) and Clause 3.2 (*Floating Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require, but on terms no more onerous to such Charging Company than the terms of this deed.

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.

4.2 Other Security

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.
- (b) References in the Senior Finance Documents to the Debenture shall be references to the Debenture as supplemented by the Supplemental Debenture and this deed.

5. FURTHER ASSURANCE

5.1 General

- (a) Subject to the Agreed Security Principles, each Charging Company will, at its own expense, promptly following request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this deed or by law;

5.3 Register of Trade Marks

Each Charging Company as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Charging Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may:

- (a) create or agree to create or permit to subsist any Security other than the Existing Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend 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,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Matters Represented

Each Charging Company represents and warrants to the Security Agent as set out in Clauses 7.2 (*Property*) and 7.3 (*Subsidiary Shares*) on the date of this deed and in respect of Clause 7.2 (*Property*) on each day that any Indebtedness is outstanding.

7.2 Property

Schedule 2 identifies all freehold and leasehold property in England, Wales and Scotland beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used, other than in connection with the Restructuring.

7.3 Subsidiary Shares

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in Schedule 3 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of those Subsidiary Shares are fully paid.

- (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the relevant Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
 - (iii) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.
- (b) Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.
 - (c) Any security document required to be executed by a Charging Company under this Clause 5.1 will contain clauses corresponding to and no more onerous than the provisions set out in this deed.

5.2 Land Registry

- (a) Save as provided for in Clause 5.2(b) below, in relation to real property charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby undertakes to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) on the prescribed Land Registry form and in the following or substantially similar terms:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the security agreement dated [] in favour of The Royal Bank of Scotland plc (as agent and trustee for itself and each of the other Secured Parties referred to in that security agreement) or its conveyancer”

and each Charging Company hereby consents to such application to the Chief Land Registrar.
- (b) Clause 5.2(a) above shall not apply to real property in relation to which a restriction has already been entered on the Register of Title of that real property in connection with the Debenture.
- (c) Subject to the terms of the Senior Facilities Agreement, the Senior Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) that there is an obligation to make further advances on the security of the registered charge.
- (d) In respect of any part of the Charged Property title to which is registered at Land Registry it is certified that the security created by this deed does not contravene any of the provisions of the memorandum or articles of association of any Charging Company.

8. UNDERTAKINGS

8.1 Duration of Undertakings

Each Charging Company undertakes to the Security Agent in the terms of this Clause 8 from the date of this deed and for so long as any security constituted by this deed remains in force in respect of its own assets only.

8.2 General Undertakings

(a) Charged Property

It will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property to be observed or performed by it, make all payments due and payable by it, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property.

(b) Maintenance

It will keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order (as applicable).

8.3 Property Undertakings

(a) Acquisitions

It will notify the Security Agent if it enters into any binding agreement to acquire any estate or interest in any freehold, leasehold or other real property (other than the APA) and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.

(b) Forfeiture Notices

It will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any premises which form part of the Charged Property (*Premises*).

8.4 Collection of Book Debts and Other Debts

(a) Each Charging Company will:

- (i)** as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account (or, in the case of Other Debts, such account (a *Nominated Account*) as the Security Agent may nominate) forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent;
- (ii)** not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so if prohibited by the Senior Facilities Agreement except with the prior consent of the Security Agent; and

- (iii) where a Collection Account or Nominated Account is not maintained with the Security Agent, use reasonable endeavours to procure that the bank with whom the Collection Account or Nominated Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in Schedule 6.
- (b) Upon the occurrence of a Declared Default the Security Agent may serve notice on the Company prohibiting any Charging Company from withdrawing all or any monies from time to time standing to the credit of any Collection Account except with the prior consent of the Security Agent.
- (c) No Charging Company may withdraw all or any monies from time to time standing to the credit of any Nominated Account except with the prior consent of the Security Agent.

8.5 Title Documents

- (a) Each Charging Company will promptly deposit with the Security Agent (or as it shall direct):
 - (i) all deeds and documents of title relating to all Premises and if those deeds and documents are with Land Registry, will promptly deposit them with the Security Agent (or as it shall reasonably direct);
 - (ii) all stock and share certificates and other documents of title relating to the Subsidiary Shares together with stock transfer forms duly executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time after a Declared Default, to complete, under its power of attorney given by Clause 9 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select;
 - (iii) copies of all policies of insurance for the time being charged under this deed; and
 - (iv) following a Declared Default, all other documents relating to the Charged Property which the Security Agent from time to time requires.
- (b) Until a Declared Default occurs:
 - (i) the relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares and if received by the Security Agent shall be paid by it to the relevant Charging Company as soon as is reasonably practical; and
 - (ii) the relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties under this deed.
- (c) At any time when any Subsidiary Shares/Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares/Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus,

rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares/Investments.

8.6 Assigned Agreements

Each Charging Company will:

- (a) perform all its material obligations under the Assigned Agreements in a diligent and timely manner;
- (b) not amend, vary, novate, supplement, supersede, waive or terminate the Assigned Agreements except in a way which could not be reasonably expected adversely to affect the interests of the Secured Parties under this deed, except with the prior consent of the Security Agent;
- (c) promptly after the execution of this deed (or, in respect of Assigned Agreements designated as such after the date of execution of this deed, promptly after the applicable designation date), give notice to the other parties to the Assigned Agreements that it has assigned its rights under the Assigned Agreements to the Security Agent under this deed. Such notice will be given in substantially the form set out in Part A of Schedule 4, except in the case of the Insurances where the notice will be substantially in the form set out in Part B of Schedule 4. Each relevant Charging Company will use reasonable endeavours to ensure that each party served with any such notice countersigns and returns the notice to the Security Agent within 14 days of the execution of this deed.

8.7 Retention of Documents

The Security Agent may retain any document delivered to it under Clause 8.5 (*Title Documents*) or otherwise until the security created by this deed is released and, if for any reason it ceases to hold any such document before that time (otherwise than by its own negligence or misconduct), it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or use best endeavours to procure compliance) with that notice.

8.8 Power to Remedy

If a Charging Company fails to comply with any covenant set out in Clauses 8.2 (*General Undertakings*) to 8.7 (*Retention of Documents*) (inclusive) and that failure is not remedied to the satisfaction of the Security Agent within 14 days, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

8.9 Indemnity

Each Charging Company will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Charging Company of its obligations under Clauses 8.1 (*Duration of Undertakings*) to 8.7 (*Retention of Documents*) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in Clause 8.8 (*Power to Remedy*) above, save for any losses arising as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Security Agent on demand and if not so paid will bear interest at the Default Rate.

9. ATTORNEY

- (a) Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this deed or otherwise for any of the purposes of this deed, and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- (b) The Power of Attorney shall only be exercised by the attorney following the occurrence of (a) a Declared Default; (b) if a Charging Company has failed to comply with Clause 5 (*Further Assurance*) of this deed; (c) or if a Charging Company has failed to comply with any other further assurance obligation or perfection obligation arising under this deed.

10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT

10.1 Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

10.2 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Indebtedness is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after a Declared Default has occurred.

10.3 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded and shall only be exercisable after a Declared Default has occurred. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

10.4 Fixtures

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

10.5 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property;

- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

10.6 Powers of Leasing

The Security Agent may after a Declared Default lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements in relation to any Charged Property as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

10.7 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.8 Restrictions on Notices

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of Schedule 6 unless and until a Declared Default has occurred or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) or Clause 3.5 (*Automatic Conversion of Floating Charge*) have arisen.
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of Part A or Part B of Schedule 4 until a Declared Default has occurred.

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall after a Declared Default have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;

- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Securities on or relating to the Charged Property and settle and pass the accounts of the person entitled to those prior Securities, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the relevant Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

11.3 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.4 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF MONIES AND INTERCREDITOR DEED

12.1 Order of Application

All monies received by the Security Agent or any Receiver appointed under this deed shall be applied in the following order:

- (a) in payment of the costs and losses incurred, and payments made, by the Security Agent and/or any Receiver (including the payment of preferential debts);
- (b) in payment of remuneration to the Receiver at such market rates as may be agreed between the Receiver and the Security Agent (acting reasonably) at or any time after the Receiver's appointment;
- (c) in or towards satisfaction of the Indebtedness in accordance with Clauses 12.4 (*Application against Indebtedness*) and 12.6 (*Intercreditor Deed*); and
- (d) the surplus (if any) shall be paid to the relevant Charging Company or other person entitled to it.

12.2 Insurance Proceeds

If a Declared Default has occurred, all monies received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of leasehold premises) in reduction of the Indebtedness.

12.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

12.4 Application against Indebtedness

Subject to Clause 12.6 (*Intercreditor Deed*), any monies received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any

item of account or liability or transaction forming part of the Indebtedness to which they may be applicable in any order or manner which the Security Agent may determine.

12.5 Suspense Account

- (a) At any time after a Declared Default and until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Indebtedness in an interest bearing separate suspense account (to the credit of either the relevant Charging Company or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Senior Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into an interest bearing suspense account.

12.6 Intercreditor Deed

The order of application of monies arising as a result of enforcement of this deed after a Declared Default as between the Secured Parties is governed by the terms of the Intercreditor Deed.

13. PROTECTION OF THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Senior Finance Documents.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 (*No Liability*), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Liability of Charging Companies

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Security Agent

The provisions set out in clause 31 (*Role of the Facility Agent, the Arrangers, the Issuing Bank and Others*) of the Senior Facilities Agreement and clause 24 (*The Security Agent*) of the Intercreditor Deed shall govern the rights, duties and obligations of the Security Agent under this deed.

15. COSTS AND EXPENSES

15.1 Enforcement and Preservation Costs

The Parent will, within three Business Days of demand, pay to each of the Security Agent, the other Secured Parties and any Receiver the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the preservation or enforcement of any of their rights under this deed (and any documents referred to in this deed) or any of the Charged Property and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Charged Property.

15.2 Stamp Duties, etc

The Parent will on demand indemnify each of the Security Agent, the other Secured Parties and any Receiver appointed under this deed, from and against any liability for any stamp, documentary, filing and other duties and Taxes (if any) which are or may become payable in connection with this deed.

15.3 Default Interest

If not paid when due, the amounts payable under this Clause 15 shall carry interest at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Indebtedness.

16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

16.1 Cumulative Powers

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective

powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16.2 Amounts Avoided

If any amount paid by a Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest due under any Senior Finance Document shall accrue on any amount, unless and until such amount is so avoided or set aside.

16.3 Discharge Conditional

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. RULING OFF ACCOUNTS

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Indebtedness.

18. DELEGATION

The Security Agent and Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons (who is suitably qualified and who in the reasonable opinion of the Security Agent and Receiver could reasonably be expected to be able to carry out such powers, authorities and discretions) upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent and Receiver will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

19. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. SET-OFF

20.1 Set-Off Rights

Following the occurrence of an Event of Default which is continuing, any Secured Party may set off any matured obligation due from a Charging Company (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to a Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 Unliquidated Claims

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21. NOTICES

21.1 Communications in Writing

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

21.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this deed is:

- (a) in the case of each Charging Company and the Security Agent, as shown immediately after its name on the execution pages of this deed (in the case of any person who is a Party at the date of this deed);
- (b) as notified by that Party for this purpose to the Security Agent on or before the date it becomes a Party to this deed (in the case of any person who becomes a party after the date of this deed); and
- (c) as notified by that Party for this purpose to the Security Agent by not less than five Business Days' notice.

21.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

22. CHANGES TO PARTIES

22.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Senior Finance Documents.

22.2 Changes to Parties

Each Charging Company authorises and agrees to changes to parties under clause 28 (*Changes to the Lenders*) of the Senior Facilities Agreement and clause 26 (*Changes to Parties*) of the Intercreditor Deed and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

22.3 New Subsidiaries

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed (subject to such amendments as may be required to ensure that no breach of law or regulation occurs as a result).

22.4 Consent of Charging Companies

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by Clause 22.3 (*New Subsidiaries*) and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf.

23. CURRENCY CLAUSES

23.1 Conversion

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Indebtedness in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

23.2 No Discharge

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Obligor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

24. MISCELLANEOUS

24.1 Small Company Moratorium

Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver.

24.2 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this deed will be prima facie evidence of the matters to which it relates.

24.3 Invalidity of any Provision

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.4 Counterparts

This deed may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

24.5 Failure to Execute

Failure by one or more parties (*Non-Signatories*) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

24.6 Perpetuity Period

The perpetuity period applicable to the trusts created by this deed is 80 years.

24.7 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no person other than the parties to this deed shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

24.8 Covenant to Release

If either:

- (a) all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company; or
- (b) a Charging Company notifies the Security Agent that any Charged Property of the Charging Company is, or is to become, the subject of a disposal in accordance with clause 26.15 (*Disposals*) of the Senior Facilities Agreement,

the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed.

25. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law. The parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this deed has been duly executed on the above date first above written.

SCHEDULE 1
CHARGING COMPANIES

| Name | Registered Number |
|--|--------------------------|
| Thame and London Limited (formerly Anchor UK Bidco Limited) | 8170768 |
| Full Moon Holdco 5 Limited | 5893854 |
| Full Moon Holdco 4 Limited | 5893849 |
| Full Moon Holdco 6 Limited | 5893977 |
| Travelodge Hotels Limited | 0769170 |
| TLLC LevPropco1 Limited | 4590301 |
| TLLC LevPropco5 Limited | 4582088 |
| TLLC LevPropco7 Limited | 4582106 |
| TLLC Regent Palace Limited | 4588945 |
| TLLC PropHoldco 1 Limited | 4588799 |
| TLLC Group Holdings Limited | 4592844 |
| TLLC Holdings2 Limited | 4588957 |
| TLLC Holdings3 Limited | 4588791 |
| TLLC Holdings4 Limited | 4588955 |
| TLLC Holdings5 Limited | 4592836 |
| TLLC Limited | 4590019 |
| Travelodge Limited | 7208249 |

SCHEDULE 2

DETAILS OF PROPERTIES¹

CATEGORY 1 SITES

| Site | Site Address | Title Number |
|------------------------------------|--|----------------------------|
| Aberdeen Airport | Burnside Drive, off Riverview Drive, Dyce, Aberdeen, Aberdeenshire, AB21 HW | ABN84416 |
| Aberdeen Bucksburn | A96 Inverurie Road, Bucksburn, Aberdeen, Aberdeenshire, AB21 9BB | ABN79397 |
| Aberdeen Central Justice Mill Lane | Justice Mill Lane, Aberdeen, AB11 6EQ | ABN107231 |
| Ashbourne | Mayfield Road, Ashbourne, Derbyshire, DE6 1AY | 1. DY436942 2. DY436974 |
| Ashford | Eureka Leisure Park, Rutherford Road, Ashford, Kent, TN25 4BN | K790161 |
| Bangor | A5/A55 Junction, Llys-y-gwynt, Bangor, Gwynedd, LL57 4BG | CYM324830 |
| Barnstaple | Roundswell Services, Roundswell, A39 Barnstaple By pass, Barnstaple, Devon, EX31 3RZ | DN557611 |
| Barrow In Furness | Cockden Villas, Walney Rd, Barrow, Lancashire, LA14 5UG | CU227365 |
| Barton Stacey | A303 Westbound, Barton Stacey, Nr Winchester, Hampshire, SO21 3NP | HP655487 |
| Basildon | Festival Leisure Park, Festival Way, Basildon, Essex, SS14 3WB | EX795420 |
| Basildon Wickford | Runwell Road, Wickford, Essex, SS11 7QJ | EX880434 |
| Basingstoke | Winchester Rd, Basingstoke, Hampshire, RG22 6HN | HP655268 |
| Bath Central | Broad Street, George Street, 1 York Buildings, Bath, Avon, BA1 2EB | ST234193 |
| Beaconsfield Central | Aylesbury End, Beaconsfield, Buckinghamshire, HP9 1LW | BM371070 |
| Beckington | A36 Trowbridge Road, Beckington, Bath, Avon, BA11 6SF | WS21073 |
| Bedford | Saturn Heights, Brickhill Drive, Bedford, Bedfordshire, MK41 7PH | BD242237 |

¹ Schedule of Properties to be reviewed by FBD real estate and updated by Addleshaw Goddard.

| Site | Site Address | Title Number |
|--------------------------------------|---|---|
| Berwick upon Tweed | Loaning Meadows, North Road, Berwick upon Tweed, Northumberland, TD15 1UQ | ND140003 |
| Bicester Cherwell Valley M40 | Moto Service Area, Cherwell Valley, Northampton Rd, Ardley, Bicester, Oxon, OX27 7RD | ON256739 |
| Billingshurst Five Oaks | A29 Stane St, Five Oaks, Billingshurst, West Sussex, RH14 9AE | WSX288148 |
| Birmingham Castle Bromwich | Chester Road, Castle Bromwich, Birmingham, West Midlands, B36 EG | MM6121 |
| Birmingham Central | 230 Broad Street, Birmingham, West Midlands B15 1AY | 1. WM852086 2. WM88895 (underlease from Parkdale Estates back to Travelodge) |
| Birmingham Central Newhall Street | 80 Charlotte Street, Birmingham, West Midlands, B3 1PW | WM952243 |
| Birmingham Kingswinford | Swindon Road, Kingswinford, Birmingham, DY6 9XA | MM3156 |
| Birmingham Oldbury | A4123 Wolverhampton Road, Oldbury, Warley, West Midlands, B69 2BH | WM853796 |
| Birmingham Streetly | Chester Road, Streetly, Sutton Coldfield, West Midlands, B73 6SP | MM6123 |
| Birmingham Sutton Coldfield | Boldmere Rd, Sutton Coldfield, West Midlands, B73 5UP | WM852210 |
| Birmingham Yardley | A45 Coventry Rd, Yardley, Birmingham, West Midlands, B26 1DS | WM734986 |
| Blackburn M65 | M65 Motorway, Darwen, Blackburn, Lancashire, BB3 AT | LA930255 |
| Blackpool South Promenade | Balmoral Road, Blackpool, Lancashire, FY4 1HR | LAN88887 |
| Blyth A1(M) | Moto Service Area, Jct A1 (M) / A614 Hilltop Roundabout, Blyth, Nottinghamshire, S81 8HG | NT409219 |
| Bodmin Roche | A30, Victoria, Roche, Cornwall, PL26 8LQ | CL282103 |
| Borehamwood | Elstree Way, Borehamwood, London, WD6 1SD | HD492309 |
| Bournemouth | 43 Christchurch Road, Bournemouth, Dorset, BH1 3PA | DT331859 |
| Bracknell | London Road, Binfield, Nr Bracknell, Berkshire, RG42 4AA | BK395411 |
| Bracknell Central | London Road, Bracknell, | BK424013 |

| Site | Site Address | Title Number |
|----------------------------|--|---|
| Bradford | Berkshire, RG12 2UT Mid Point, Dick Lane, Thornbury, Bradford, Yorkshire, BD3 8QD | WYK787732 |
| Brighton Seafront | West Street, Brighton, East Sussex, BN1 2RQ | ESX312421 |
| Bristol Central | Anchor Road, Bristol, Avon, BS1 5TT | 1. BL65711 2. BL118659 3. BL81549 |
| Bromborough | A41 Pool Lane, Bromborough, Wirral, CH62 4UE | MS570854 |
| Bromsgrove Marlbrook | 462 Birmingham Road, Marlbrook, Bromsgrove, West Midlands, B61 HR | WR140459 |
| Buckingham | A421 Bypass, Buckingham, Buckinghamshire, MK18 1SH | BM297824 |
| Burford Cotswolds | Bury Barn, A4 Burford, Burford, Oxfordshire, OX18 4JF | ON173962 |
| Burnley | Cavalry Barracks, Barracks Rd, Burnley, Lancashire, BB11 4AS | LAN7592 |
| Burton M6 Northbound | Moto Service Area Burton, M6 Motorway, Burton, West Carnforth, Lancashire, LA6 1JF | LA951169 |
| Bury | Route 66 Leisure Park, Pilsworth Road, Bury, Lancashire, BL9 8RS | MAN38596 |
| Caernarfon | Balaclava Road, Caernarfon, Gwynedd, LL55 1SR | CYM432888 |
| Caerphilly | Castlegate, Nantgarw, Caerphilly, Carmarthenshire, CF83 1SN | CYM399789 |
| Camberley | 507 - 537 London Road, Camberley, Surrey, GU15 3DF | SY759949 |
| Cambridge Central | Cambridge Leisure Park, Clifton Way, Cambridge, Cambridgeshire, CB1 7DY | CB299532 |
| Cambridge Lolworth | A14 Huntingdon Rd, Lolworth, Nr Bar Hill, Cambridgeshire, CB3 8DR | CB312241 |
| Cambridge Swavesey | A14 Cambridge Road, Eastbound, Nr Swavesey, Cambridgeshire, CB4 5QR | CB293563 |
| Canterbury Chaucer Central | Former Chaucer Hotel, 63 Ivy Lane, Canterbury, Kent, CT1 1TU | K981949 |
| Canterbury Dunkirk | Gate Service Area, A2 Trunk Road - Westbound, Dunkirk, Faversham, Kent, ME13 9LN | K883539 |
| Canterbury Whitstable | A299 Thanet Way, Faversham, Kent, ME13 9EL | K891258 |
| Cardiff Atlantic Wharf | Red Dragon Centre, | CYM437877 |

| Site | Site Address | Title Number |
|------------------------------|--|----------------------------|
| Cardiff Central | Hemingway Road, Cardiff, CF1 4JY | |
| | Imperial Gate, St Mary's Street, Cardiff, South Glamorgan, CF1 1FA | CYM293127 |
| Cardiff Central Queen Street | Principality Buildings, Queen Street, Cardiff, CF1 1UA | CYM549071 |
| Cardiff Llanedeyrn | Circleway East off A48M, Llanderyn, Cardiff, Vale of Glamorgan, CF23 9PD | CYM349844 |
| Cardiff M4 | Moto Service Area, M4 Motorway, Nr Pontyclun, Cardiff, Vale of Glamorgan, CF72 8SA | CYM235889 |
| Caterham Whyteleafe | Godstone Road, Whyteleafe, Surrey, CR3 BF | SY757219 |
| Chelmsford | Army & Navy, 128-136 Parkway, Chelmsford, Essex, CM2 7PU | EX833217 |
| Cheltenham | Golden Valley Roundabout, Hatherley Lane, Cheltenham, Gloucestershire, GL51 6PN | GR254818 |
| Cheshunt | A10 Great Cambridge Road, Cheshunt, Hertfordshire, EN8 8DY | HD473905 |
| Chester Northop Hall | A55 Northop Hall, Mold, Flintshire, CH7 6HB | CYM220085 |
| Chester Warrington Road | Warrington Road, Mickle Trafford, Chester, Cheshire, CH2 4EX | CH612127 |
| Chesterfield | A61 Brimington Rd North, Whittington Moor, Chesterfield, Derbyshire, S41 9BE | DY385940 |
| Chester-Le-Street | Great North Road, Chester Moore, Chester-le-street, Durham, County Durham, DH2 3SL | DU329803 |
| Colchester Feering | A12 London Road Northbound, Feering, Colchester, Essex, CO5 9EL | 1. EX428864 2. EX371081 |
| Colwyn Bay | Sea View Road, Colwyn Bay, LL29 8DG | CYM551479 |
| Coventry Binley | Brinkow Road, Binley, Coventry, Warwickshire, CV3 2DS | MM6171 |
| Crewe Barthomley | Junction 16 M6/A500, Alsager Rd, Barthomley, Crewe, Cheshire, CW2 5PT | CH501985 |
| Dartford | Charles Street, off Crossways Boulevard, Greenhithe, Dartford, Kent, DA9 9AP | K922457 |
| Devizes | London Road, Devizes, | WT277428 |

| Site | Site Address | Title Number |
|-------------------------------------|--|---|
| Doncaster | Wiltshire, SN1 2HL A1 Great North Road, Carcroft, Doncaster, South Yorkshire, DN6 9LF | SYK498201 |
| Droitwich | A38 Rashwood Hill, Droitwich, Worcestershire, WR9 BS | WR93207 |
| Dumbarton | A82 Stirling Rd, Milton, Dumbarton, Strathclyde, G82 2TZ | DMB77121 |
| Dumfries | Annan Rd, A75, Collin, Dumfries, DG1 3SE | DMF16064 |
| Dundee | A90 Kingsway, Dundee, Tayside, DD2 4TD | ANG34248 |
| Dundee Central | 152-158 West Marketgait, Dundee, Fife, DD1 1NL | ANG41035 |
| Dunfermline | Halbeath Junction, Dunfermline, Fife, KY11 8PG | FFE78781 |
| Durham | Station Lane, Gilesgate, Durham, Co Durham, DH1 1LJ | 1. DU256530 2. DU302844 |
| Eastbourne Willingdon Drove | Highfield Park, Willingdon Drove, Eastbourne, East Sussex, BN23 8AL | ESX345093 |
| Edinburgh Airport | Ratho Park, Glasgow Road, Edinburgh, EH28 8PP | MID126536 |
| Edinburgh Central | 33 St Mary's Street, Edinburgh, Mid Lothian, EH1 1TA | MID104551 |
| Edinburgh Central Princes Street | 30/31 Princes Street, Edinburgh, Mid Lothian, EH2 2BY | MID145697 |
| Edinburgh Central Queen Street | 30-31 Queen Street, Edinburgh, EH2 1JX | None yet - lease currently being signed |
| Edinburgh Central Rose Street | 37/43 Rose Street, Edinburgh, Lothian, EH2 2NH | MID126392 |
| Edinburgh Central Waterloo Place | 3 Waterloo Place, Edinburgh, EH1 3BG | MID131180 |
| Edinburgh Dreghorn | 46 Dreghorn Link, A72 City By Pass, Edinburgh, Mid Lothian, EH13 9QR | None - lease recorded in Register of Sasines |
| Edinburgh Learmonth | 18-20 Learmonth Terrace, Edinburgh, Mid Lothian, EH4 1PW | MID117726 |
| Edinburgh Musselburgh | Service Area, A1 Old Craig Hall, Musselburgh, Edinburgh, Mid Lothian, EH21 8RE | MID105100 |
| Ely | A10/A142 Roundabout, Witchford Road, Ely, Cambridgeshire, CB6 3NN | CB293377 |
| Falkirk | Beancross Farm, Polmont, Falkirk, FK2 XS | STG59626 |
| Farnborough Central | No 2 Queensmead, Queensmead Shopping Centre, Farnborough, Hampshire, GU14 | HP747112 |

| Site | Site Address | Title Number |
|-----------------------|---|--------------|
| Fleet | 7RT Cove Road, Fleet, Hampshire, GU51 2SH | HP750574 |
| Gateshead | Clasper Way, Slaiwell, Newcastle Upon Tyne, Tyne & Wear, NE16 3BE | TY436450 |
| Glasgow Airport | Marchburn Dr, off Sanderling Rd, Glasgow Apt Business Park, Glasgow, Renfrewshire, PA3 2RS | REN130144 |
| Glasgow Braehead | 150 Kings Inch Road, Renfrew, Renfrewshire, PA4 8ZL | REN126617 |
| Glasgow Cumbernauld | Auchenkilns Roundabout, Glasgow, Renfrewshire, G68 9AT | DMB84140 |
| Glasgow Paisley Road | 251 Paisley Rd, Glasgow, Renfrewshire, G5 8RA | GLA196129 |
| Glastonbury | A39, Wirral Park, Wirral Park Road, Glastonbury, Somerset, BA6 9XE | WS43749 |
| Grantham South Witham | A1 Northbound, New Fox, South Witham, Grantham, Lincolnshire, NG33 5LN | LL283506 |
| Great Yarmouth | Beacon Park, Gorleston, Great Yarmouth, Norfolk, NR31 7RA | NK370786 |
| Guildford | Woodbridge Meadows, Guildford, Surrey, GU1 1BD | SY764235 |
| Halifax | Gate 9, Dean Clough Mill, Halifax, West Yorkshire, HX3 5AY | WYK728844 |
| Harlow | Edinburgh Way, Harlow, Bedfordshire, CM2 2TT | EX750502 |
| Harrogate | The Ginnel, Harrogate, North Yorkshire, HG1 2RR | NYK295606 |
| Hartlebury | A449 Southbound, Shorthill Nurseries, Hartlebury, Kidderminster, Worcestershire, DY13 9SH | WR98164 |
| Hatfield Central | Comet Square, Comet Way, Hatfield, Hertfordshire, AL1 XR | HD465356 |
| Hayle | A30, Carwin Roundabout, Hayle, Cornwall, TR27 5DG | CL146726 |
| Hayle | Carwin Roundabout, Carwin Rise, Hayle, Cornwall, TR27 5DG | CL229632 |
| Heathrow Terminal 5 | The Fulcrum Building, Horton Road, Colnbrook, Slough, Berkshire, SL3 AT | BK420835 |
| Helensburgh Seafront | 112-117 West Clyde Street, Helensburgh, Argyll & Bute, GB4 | DMB84155 |

| Site | Site Address | Title Number |
|-------------------------|--|--------------|
| | 8ES | |
| Hellingly Eastbourne | Boship Roundabout, Hellingly, A22 Nr. Hailsham, East Sussex, BN27 4DT | ESX283700 |
| Hereford | Pomona Place, Hereford, Herefordshire, HR4 EF | HE33608 |
| Hickstead | Jobs Lane off A23, Nr Burgess Hill, Hickstead, West Sussex, RH17 5NX | WSX194865 |
| High Holborn Office | 2nd Floor , The Place, 176 High Holborn, London, WC1V 7AA | NGL887592 |
| Holyhead | Cleveland Avenue, Holyhead, Anglesey, LL65 2LB | CYM387944 |
| Horsham Central | Exchange House, 1 Worthing Road, Horsham, West Sussex, RH12 1SQ | WSX348925 |
| Huntingdon Fenstanton | A14 Eastbound, Fenstanton, Cambridgeshire, PE28 9LP | CB297939 |
| Inverness Fairways | Fairways Business Park, Castle Heather, Sir Walter Scott Drive, Inverness, Highlands, IV2 6AA | INV13093 |
| Ipswich Capel St Mary | A12 Southbound, Bentley Service Area, Capel St Mary, Ipswich, Suffolk, IP9 2JP | SK230550 |
| Keighley | Bradford Road, Keighley, Yorkshire, BD21 4BB | YY3012 |
| Kendal | A591 Road, Helsington, Kendal, Lancashire, LA8 8AA | CU232131 |
| | | CU225226 |
| Kettering | A14 Westbound, Kettering, Northamptonshire, NN14 1RW | NN224055 |
| Kettering Thrapston | A14 Link Rd, Thrapston Bypass, Thrapston, Northamptonshire, NN14 4UR | NN252967 |
| Knutsford M6 | Moto Services -Knutsford, M6 between Jnct 18-19, off Northwich Rd, Knutsford, Cheshire, WA16 TL | CH524393 |
| Leatherhead | High Street, Leatherhead, Surrey, KT22 8AA | SY733217 |
| Leeds Bradford Airport | Whitehouse Lane, Yeadon, Leeds, Yorkshire, LS19 7TZ | WYK782711 |
| Leeds Morely | Bruntcliffe Road, Morley, Leeds, West Yorkshire, LS27 LY | YY5777 |
| Leicester Hinckley Road | Hinkley Road, Leicester, Leicestershire, LE3 3PG | LT444974 |
| Leicester Markfield | Service Area, A511/M1 Interchange, Littleshaw Lane, Markfield, Leicestershire, LE67 9PP | LT361309 |

| Site | Site Address | Title Number |
|--|--|------------------------------|
| Littlehampton Rustington | A259 Worthing Rd, Rustington, West Sussex, BN17 6LE | WSX159889 |
| Liverpool Aigburth | 531 Aigburth Road, Morley, Leeds, Merseyside, L19 9DN | MS593960 |
| Liverpool Central | 25 Old Haymarket, Liverpool, Merseyside, L1 6ER | MS523731 |
| Liverpool Docks | Brunswick Dock, Sefton St, Liverpool, Merseyside, L3 4BN | MS504536 |
| Liverpool Stoneycroft | 502 Queens Drive, Stoneycroft, Liverpool, Merseyside, L13 AS | MS593959 |
| Livingston | The Hub, Almondvale Crescent, Livingston, West Lothian, EH54 6QX | MID73918 |
| Llanelli Cross Hands | A48 Roundabout, Cross Hands, Carmarthenshire, SA14 6RD | CYM220087 |
| London Barking | Ripple Road, Barking, London, IG11 7RX | EGL551257 |
| London Battersea | 200 York Rd, Battersea, London, SW11 3SA | TGL253064 |
| London Central Aldgate East | 6-13 Chamber Street, London, E1 8BL | EGL532262 |
| London Central Covent Garden | 10 Drury Lane, High Holborn, London, WC2B 5RE | NGL322338 |
| London Central Euston | 1-11 Grafton Place, London, NW1 1DT | NGL921244 |
| London Central Farringdon | 10-42 Kings Cross Road, London, WC1X 9QN | NGL836824 |
| London Central Holborn | 166 High Holborn, London, WC1V 6TT | NGL806951 |
| London Central Kings Cross | Willings House, Grays Inn Road, Kings Cross, London, WC1X 8BH | NGL845618 |
| London Central Kings Cross Royal Scot | 100 Kings Cross Road, London, WC1X 9DT | NGL836700 |
| London Central Liverpool Street | 1 Harrow Place, London, E1 7DB | NGL882354 |
| London Central Marylebone | Harewood Road, London, NW1 6SE | NGL863021 |
| London Central Moorgate | 7 to 15 City Road, London, EC1Y 1AG | EGL536497 |
| London Central Southwark | 202-206 Union Street, London, SE1 LH | TGL310608 |
| London Central Tower Bridge | Lloyds Court Business Centre, 1 Goodmans Yard, London, E1 8AT | EGL561693 |
| London Central Waterloo | St George's House, 195-23 Waterloo Road, London, SE1 8UX | TGL348879 |
| London Chessington Tolworth | North Wing, Tolworth Tower, Tolworth, London, KT6 7EL | 1. SGL670487 2. SGL670488 |
| London Chigwell | 735 Chigwell Road, Woodford Green, Chigwell, Essex, IG | EX880469 |

| Site | Site Address | Title Number |
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| London City Airport | 8AS Hartmann Road, Silvertown, London, E16 2BZ | EGL501419 |
| London Docklands | Coriander Avenue, off the A13, East India Dock Rd, Docklands, London, E14 2AA | EGL522281 |
| London Feltham | The Longford Centre, High Street, Feltham, Middlesex, TW13 4BZ | AGL165371 |
| London Fulham | 290-302 North End Road, Fulham, London, Greater London, SW6 1NQ | BGL71737 |
| London Heathrow Central | Hertz House, 7 Bath Road, Hounslow, Middlesex, TW5 9SW | AGL197914 |
| London Ilford | Clements Road, Ilford, London, IG1 1BA | EGL506527 |
| London Ilford Gants Hill | The Beehive, Beehive Lane, Gants Hill, Ilford, Essex, IG4 5DR | EGL485284 |
| London Kew Bridge | North Road, High Street, Brentford, Middlesex, TW8 BD | AGL139563 |
| London Kingston Upon Thames | 21-23 Old London Road, Kingston Upon Thames, Surrey, KT2 6ND | SGL673103 |
| London Kingston Upon Thames Central | International House, Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PD | SGL707785 |
| London Northolt | Mandeville Road, Northolt, Middlesex, UB5 4LU | AGL259617 |
| London Park Royal | A40 Western Avenue, Acton, London, W3 TE | AGL168573 |
| London Romford | Market Place, St Edwards Way, Romford, Essex, RM1 1PP | BGL77377 |
| London South Croydon | 415 Brighton Road, South Croydon, Surrey, CR2 6EJ | SGL729875 |
| London Uxbridge Central | Bakers Road, Uxbridge, Middlesex, UB8 1SS | AGL218717 |
| London Wembley | Northdale House, North Circular Road, London, NW1 7UG | AGL150780 |
| London Whetstone | 1446 High Road, Whetstone, London, N2 9BS | AGL245705 |
| London Wimbledon Morden | A24 Epsom Rd, Morden, Surrey, SM4 5PH | 1. SGL662139 2. SGL674762 |
| Ludlow | Foldgate Lane, Ludlow, Shropshire, SY8 1LS | SL183686 |
| Ludlow Woofferton | A49/B4362 Woofferton, Nr Ludlow, Shropshire, SY8 4AL | SL167911 |
| Lutterworth | Mill Lane, Lutterworth, Leicestershire, LE17 4BP | LT381527 |
| Macclesfield Adlington | A523 London Rd South, | CH533182 |

| Site | Site Address | Title Number |
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| | Adlington, Stockport, Cheshire, SK1 4NA | |
| Maidenhead Central | 99 King Street, Maidenhead, Berkshire, SL6 1DP | BK448407 |
| Maidstone Central | St Peter's Street, Maidstone, Kent, ME16 SR | K963452 |
| Manchester Ancoats | Commonwealth House, Great Ancoats Street, Manchester, Cheshire, M4 5AB | MAN52984 |
| Manchester Central | Townbury House, 11 Blackfriar St, Salford, Manchester, Cheshire, M3 5AL | MAN11461 |
| Manchester Didsbury | Parrs Wood Entertainment Ctr, Wilmslow Rd, East Didsbury, Manchester, Cheshire, M2 5PG | MAN54845 |
| Manchester Trafford Park | Trafford Quay, Manchester, M17 8DD | MAN109681 |
| Mansfield | Mansfield Road, Sutton in Ashfield, Mansfield, Nottinghamshire, NG17 4NP | NT426366 |
| Margate Westwood | EuroKent Business Park, New Haine Rd, Ramsgate, Kent, CT12 5GR | K923836 |
| Merthyr Tydfil | A470/ A4120, Rhyd y Car, Merthyr Tydfil, Rhonda Cynon Taff, CF48 1UT | CYM439089 |
| Middlesbrough | Newport Road, Middlesbrough, County Durham, TS1 5LE | CE203582 |
| Middlewich | A54 Holmes Chapel Rd, Middlewich, Cheshire, CW1 JB | CH533191 |
| Milton Keynes Central | 199 Grafton Gate, Central Milton Keynes, Buckinghamshire, MK9 1AL | BM324080 |
| Newark North Muskham | A1 Southbound, North Muskham, Newark, Nottinghamshire, NG23 6HT | 1. NT423575 2. NT395076 |
| Newbury Chieveley M4 | Moto Service Area, A34 Oxford Road, Chieveley, Newbury, Berkshire, RG18 9XX | BK397764 |
| Newcastle Central | Forster St, Newcastle, Tyne and Wear, NE1 2NH | TY393778 |
| Newcastle Gosforth | Rotary Way, North Brunton, Newcastle upon Tyne, Tyne and Wear, NE3 5EH | TY503463 |
| Newcastle Whitemare Pool | A194 Wardley, Whitemare Pool, Nr Gateshead, Newcastle upon Tyne, NE1 8YB | TY435980 |
| Newport Central | 60-66 Bridge Street, Newport, Gwent, NP2 4AP | CYM460909 |
| Newport, Isle of Wight | Lugely Street, Newport, Isle of Wight, PO3 5HD | IW70432 |
| Newquay Seafront | Former Beachcroft Hotel, Cliff | CL269532 |

| Site | Site Address | Title Number |
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| | Road, Newquay, Cornwall, TR7 2NE | |
| Northampton Round Spinney | Talavera Way, Round Spinney, Northampton, Northamptonshire, NN3 8RN | NN309963 |
| Northampton Upton Way | A45 Upton Way, Northampton, Northamptonshire, NN5 4EG | NN252968 |
| Northwich Lostock Gralam | Lostock Green, Manchester Road, Northwich, Cheshire, 14 Queens Road, Norwich, Norfolk, NR1 3PR | CH607124 |
| Norwich Central | Thickthorn Service Area, A11/A47 Interchange, Norwich Southern Bypass, Norwich, Norfolk, NR9 3AU | NK333764 |
| Norwich Cringleford | Moto Service Area - Trowell, M1 Motorway, Ilkeston, Nottinghamshire, NG9 3PL | NK172190 |
| Nottingham Trowell M1 | Derby Road, Wollaton Vale, Nottingham, Nottinghamshire, NG8 2NR | NT398750 |
| Nottingham Wollaton Park | The Yeoman Harvester, St Nicholas Park Drive, Nuneaton, Warwickshire, CV11 6EN | NT482841 |
| Nuneaton | 432 Broadway, Chadderton, Cheshire, OL9 8AU | WK420723 |
| Oldham | Burnley Lane, Chadderton, Oldham, Greater Manchester, OL1 2QS | GM880147 |
| Oldham Chadderton | A5/A483 Mile End Service Area, Oswestry, Shropshire, SY11 4JA | MAN194563 |
| Oswestry | A40 London Rd, Wheatley, Oxford, Oxfordshire, OX33 1JH | SL185217 |
| Oxford Wheatley | Marine Drive, Paignton, Devon, TQ3 2NJ | ON254955 |
| Paignton Seafront | Pier Road, West Llanion Park Industrial Estate, Pembroke Dock, Dyfed, SA72 6TR | DN618851 |
| Pembroke Dock | A66 Redhills, Penrith, Cumbria, CA11 1DT | CYM272475 |
| Penrith | Crieff Road, Perth, Perthshire, PH1 3JJ | 1. CU186865 2. CU186866 |
| Perth A9 | 18 Dundee Road, Perth, Perthshire, PH2 7AB | PTH38046 |
| Perth Central | Chapel Street, Peterborough, Cambridgeshire, PE1 1QF | PTH38045 |
| Peterborough Central | Crowlands Road, Eye Green, Peterborough, Cambridgeshire, PE6 7SZ | CB315966 |
| Peterborough Eye Green | Derrys Cross, Plymouth, | CB297409 |
| Plymouth | | DN489905 |

| Site | Site Address | Title Number |
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| Porthmadog | Devon, PL1 2SW Ffordd Penamser, Penamser Business Park, Porthmadog, Gwynedd, LL49 9GB | CYM451606 |
| Portsmouth | Kingston Crescent, Garfield Road, North End, Portsmouth, Hampshire, PO2 8AB | 1. PM16232 2. PM16694 |
| Reading Central | 60 Oxford Road, Reading, Berkshire, RG1 7LT | BK395400 |
| Reading M4 Eastbound | Moto Service Area Reading, M4 Motorway - Eastbound, Burghfield, Reading, Berkshire, RG3 3UQ | BK417648 |
| Reading M4 Westbound | Moto Service Area Westbound, M4 Motorway, Burghfield, Reading, Berkshire, RG3 3UQ | BK417647 |
| Reading Whitley | 387 Basingstoke Road, Whitley, Reading, Berkshire, RG2 JE | BK395401 |
| Retford Markham Moor | A1 Northbound, Markham Moor, Nr Retford, Nottinghamshire, DN22 QU | NT405789 |
| Ringwood | A31 Eastbound, St Leonards, Ringwood, Dorset, BH24 2NR | DT298977 |
| Rugby Central | Redpoll Road, Rugby, Warwickshire, CV21 3AL | WK463533 |
| Saltash | Saltash Service Area, Callington Road, Carkeel, Saltash, Cornwall, PL12 6LF | CL213887 |
| Scarborough St Nicholas | St Nicholas Cliff, Scarborough, North Yorkshire, YO11 2EU | NYK360052 |
| Scotch Corner A1 Southbound | Moto Service Area, A1 (M), Scotch Corner, North Yorkshire, DL1 6PQ | NYK309672 |
| Scunthorpe | Gallagher Retail Park, Doncaster Road, Gunness, Scunthorpe, DN15 8TE | HS325731 |
| Sheffield Meadowhall | 299 Barrow Road, Meadowhall, Sheffield, Yorkshire, S9 1JQ | SYK569785 |
| Sheffield Richmond | 340 Prince of Wales Rd, Sheffield, South Yorkshire, S2 1FF | 1. SYK347606 2. SYK347606 (Reversionary lease) |
| Shrewsbury Battlefield | Robert Jones Way, Battlefield, Shrewsbury, Cheshire, SY4 3EQ | SL200116 |
| Skipton | A65/A59 Roundabout, Gargrave Rd, Skipton, North Yorkshire, BD23 1UD | NYK305931 |
| Sleaford | A15/A17 Sleaford ByPass, Sleaford, Lincolnshire, NG34 8NP | LL253200 |
| Slough | Landmark Place, Hershel Street, Slough, Berkshire, SL1 1PG | BK392831 |

| Site | Site Address | Title Number |
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| Southend on Sea | Maitland House, Warrior Square, Chichester Road, Southend on Sea, Essex, SS1 2JY | EX718859 |
| Spalding | Springfields Outlet Centre, Camel Gate, Spalding, Lincolnshire, PE12 6EU | LL302866 |
| St Austell | Pentewan Road, St Austell, Cornwall, PL25 5BU | 1. CL224116 2. CL212132 |
| Stafford Central | Hough Retail Park, Lichfield Road, Stafford, Staffordshire, ST17 4ER | SF549837 |
| Staines | Hale Street, Two Rivers, Staines, Middlesex, TW18 4UW | SY716198 |
| Stansted Bishops Stortford | Birchanger Lane, Birchanger, Bishops Stortford, Essex, CM23 5ST | EX849372 |
| Stoney Cross Lyndhurst | A31 Westbound, Rufus Stone Services, Stoney Cross, Nr Lyndhurst, Hampshire, SO43 7GN | HP655488 |
| Stowmarket | A14, Westbound, Haughley, Suffolk, IP14 3PY | SK267363 |
| Stowmarket | A14, Westbound, Haughley, Suffolk, IP14 3PY | SK267362 |
| Stratford Upon Avon | 251 Birmingham Road, Stratford Upon Avon, Warwickshire, CV37 HS | WK459533 |
| Sunbury M3 | Hanworth Road, Sunbury on Thames, Surrey, TW16 5DJ | SY766006 |
| Sunderland Central | Low Row, Sunderland, Tyneside, SR1 3PT | TY409805 |
| Swansea Central | Princess Way, Swansea, Glamorgan, SA1 3ST | CYM381192 |
| Tamworth M42 | Moto Service Area, Green Lane, Junction 1, M42, Tamworth, Staffordshire, B77 5PS | SF501052 |
| Taunton | Riverside Retail Park, Hankridge Farm, Taunton, Somerset, TA1 2LR | ST158973 |
| Thame Office | Sleepy Hollow, Aylesbury Road, Thame, Oxfordshire, OX9 3AT | 1. ON99126 2. ON290924 |
| The Regent Hotel Leamington Spa | The Regent Hotel, Regent Court, Leamington Spa, Warwickshire, CV32 4AT | WK423223 |
| Thurrock M25 | Moto Service Area, off A136 Arterial Road, West Thurrock, | EX794449 |

| Site | Site Address | Title Number |
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| Torquay | Grays, Essex, RM16 3BG 28-30 Newton Road, Torquay, Devon, TQ2 5BZ | DN587431 |
| Wadebridge | West Hill, Wadebridge, Cornwall, PL27 7HR | CL276747 |
| Warminster | Service Area, A36/A35 Bypass, Warminster, Wiltshire, BA12 7RU | WT237571 |
| Warrington Gemini | Gemini Business Park, Warrington, Cheshire, WA5 7TY | CH611015 |
| Washington A1(M) Northbound | Moto Service Area, A1 (M), Portobello, Birtley, Co Durham, DH3 2SJ | TY434859 |
| Washington A1(M) Southbound | Moto Service Area, Portobello, Birtley, Co Durham, DH3 2SJ | TY434860 |
| Windsor Central | 36 King Edward Court, Windsor, Berkshire, SL4 1TG | BK446030 |
| Wirral Eastham | A41 Northbound, 148 New Chester Rd, Eastham, Wirral, CH62 9AQ | MS504098 |
| Worcester | Cathedral Plaza, 3 High Street, Worcester, Worcestershire, WR1 2QS | WR94318 |
| Worksop | St Annes Drive, Dukeries Mill, A57 Worksop, Worksop, Nottinghamshire, S8 3QD | NT405876 |
| Wrexham | A483/A5152 Wrexham by Pass, Rhostyllen, Wrexham, Clwyd, LL14 4EJ | CYM220084 |
| Yeovil Podimore | A303 Podimore, Yeovil, Somerset, BA22 8JG | WS30924 |
| York Central | 90 Piccadilly, York, Yorkshire, YO1 9NX | NYK268543 |
| York Central Micklegate | Micklegate, York, YO1 6JG | NYK376144 |
| Chichester Emsworth | A27 Eastbound, Emsworth, Hampshire, PO1 7RB | SH12710 |
| Ipswich Beacon Hill | Beacon Hill A14/A140, Needham Market, Suffolk, IP6 8LP | SK234855 |
| Kilmarnock | Junction A71/A76/A77 Kilmarnock By Pass, Kilmarnock, East Ayrshire, KA1 5LQ | AYR50302 |
| Luton | 641 Dunstable Road, Luton, Bedfordshire, LU4 8RQ | BD39957 |

CATEGORY 2 SITES

| Site | Site Address | Title Number |
|---|---|--|
| Aberdeen Central | 9 Bridge Street, Aberdeen, Aberdeenshire, AB11 6JL | ABN75658 |
| Alfreton | Old Swanwick Colliery Rd, Alfreton, Derbyshire, DE55 1HJ | DY415826 |
| Alton Fourmarks | A31, 156 Winchester Rd, Four Marks, Alton, Hampshire, GU34 5HZ | SH18889 |
| Amesbury Stonehenge | A303 Countess Services, Amesbury, Wiltshire, SP4 7AS | WT237572 |
| Arundel Fontwell | A27/A29 Fontwell, West Sussex, BN18 SB | WSX288149 |
| Ashton under Lyne | Lapwing Lane, Audenshaw, Manchester, Cheshire, M34 5QL | MAN57705 |
| Barnsley | A635/A633 Stairfoot Roundabout, Doncaster Rd, Barnsley, South Yorkshire, S7 3PE | SYK498202 |
| Barton Mills | A1 Fiveways Roundabout, Barton Mills, Mildenhall, Suffolk, IP28 6AE | SK262217 |
| Bath Waterside | Rossiter Road, Widcombe Basin, Bath, Avon, BA2 4JP | ST268447 |
| Bedford Marston Moretaine | A421 Beancroft Road Junction, Marston Moretaine, Bedfordshire, MK43 PZ | BD242609 |
| Bedford Wyboston | A1/A421 Black Cat Roundabout, Wyboston, Chawston, Bedfordshire, MK44 3BE | BD242608 |
| Birmingham Central | 230 Broad St, Birmingham, West Midlands, B15 1AY | 1. WM852086 2. WM88895 (underlease back from Parkdate Estates Limited) |
| Birmingham Central Broadway Plaza | Broadway Plaza, Five Ways, Birmingham, West Midlands, B16 8LP | WM967833 |
| Birmingham Dudley | A461 Dudley Rd, Brierley Hill, West Midlands, DY5 1LQ | WM852211 |
| Birmingham Frankley M5 Southbound | Moto Service Area Frankley, Jctns 3/4 M5, Illey Lane, Birmingham, West Midlands, B32 4AR | WR93186 |
| Birmingham Hilton Park M6 Southbound | Moto Service Area, Hilton Park, Jct 1a/11 MT, Essington, Nr Wolverhampton, Staffordshire, WV11 2AT | SF497093 |
| Birmingham Perry Barr | Aldridge Road, Perry Barr, Birmingham, West Midlands, B42 2SP | WM957186 |
| Brentwood East Horndon | A127 East Horndon, | EX744334 |

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| Bridgend Pencoed | Brentwood, Essex, CM13 3LL Old Mill, Felindre Road, Pencoed, Nr Bridgend, Mid Glamorgan, CF35 5HU | CYM220934 |
| Bridgwater M5 | First Motorway Services, M5 Service Area, Huntsworth Business Park, Bridgwater, Somerset, TA6 6TS | ST234268 |
| Brighton | 165-167 Preston Rd, Brighton, East Sussex, BN1 6AU | ESX283540 |
| Bristol Cribbs Causeway | Cribbs Causeway, Bristol, Avon, BS1 7TL | GR280303 |
| Bristol Severn View M48 | Moto Service Area, Severn View, M48 Motorway, Junction 1, Bristol, Gloucestershire, BS35 4BH | GR280353 |
| Bromsgrove | Finstall Road, Aston Fields, Bromsgrove, West Midlands, B6 2DZ | WR136952 |
| Burton A38 Northbound | A38 Northbound, Barton under Needwood, Burton on Trent, Staffordshire, DE13 8EG | SF497252 |
| Burton A38 Southbound | A38 Southbound, Barton-under- Needwood, Burton-on-Trent, Staffordshire, DE13 8EH | SF497251 |
| Cambridge Fourwentways | A11 Fourwentways Services, Great Abington, Cambridgeshire, CB21 6AP | CB293378 |
| Carlisle Central | Cecil Street, Carlisle, Cumbria, CA1 1NL | CU238827 |
| Carlisle M6 | Moto Service Area Southwaite, M6 Motorway, Broadfield Rd, Carlisle, Lancashire, CA4 NT | CU205637 |
| Carlisle Todhills | A74 Southbound, Carlisle, Cumbria, CA6 4HA | 1. CU232037 2. CU234528 |
| Chester Central | St John Street, Chester, Cheshire, CH1 1DD | CH579577 |
| Chippenham Leigh Delamere M4 Eastbound | Moto Service Area, Leigh Delamere, M4 Motorway Eastbound, Chippenham, Wiltshire, SN14 6LB | WT237644 |
| Chippenham Leigh Delamere M4 Westbound | Moto Service Area, Jct 17/18 M4 Motorway Westbound, Chippenham, Wiltshire, SN14 6LB | WT237645 |
| Cirencester | Hare Bushes, A429 Burford Road, Cirencester, Gloucester, GL7 5DS | GR283944 |
| Crewe | Beswick Way, Crewe Green Link Road, Crewe Green, Crewe, Cheshire, CW1 5NW | CH545372 |
| Derby Pride Park | 4 Prospect Place, Millenium Way, Pride Park, Derby, | DY445991 |

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| Dorking | Derbyshire, DE24 8HG A25 Reigate Rd, Dorking, Surrey, RH4 1QB | SY736524 |
| Dundee Strathmore Avenue | 296A Strathmore Avenue, Dundee, DD3 6SH | ANG55470 |
| Edinburgh Cameron Toll | 43 Craigmillar Park, Edinburgh, Mid Lothian, EH16 5PD | MID129697 |
| Edinburgh Haymarket | 24 Eglinton Crescent, Edinburgh, EH12 5BY | MID107000 |
| Exeter M5 | Moto Service Area, M5 Motorway, Sandygate, Exeter, Devon, EX2 7HF | DN509422 |
| Gatwick Airport | Church Rd, Lowfield Heath, Crawley, West Sussex, RH11 PQ | WSX287955 |
| Glasgow Central | Hill Street, Glasgow, Renfrewshire, G3 6RP | GLA177795 |
| Glenrothes | Bank Head Park, Glenrothes, Fife, KY7 6GH | FFE73171 |
| Gloucester | St Ann Way, Gloucester, Gloucestershire, GL1 5SF | GR361272 |
| Great Yarmouth Acle | A47 Roundabout, Acle by Pass, Nr Norwich, Norfolk, NR13 3BE | NK96639 |
| Halkyn | A55, Halkyn, Flint, Clwyd, CH8 8RF | CYM220086 |
| Haydock St. Helens | A580 Piele Rd, Haydock St Helens, Merseyside, WA11 9TL | MS504097 |
| Hemel Hempstead | Wolsey Road, Hemel Hempstead, Hertfordshire, HP2 4TU | HD368026 |
| Hereford Grafton | Grafton, Ross Road, Hereford, Hereford & Worcester, HR2 8ED | HE39310 |
| Hull South Cave | A63 Eastbound, Beacon Service Area, South Cave, Humberside, HU15 1RZ | YEA41641 |
| Ilminster | A303 Southfields Roundabout, Horton Cross, Ilminster, Somerset, TA19 9PT | WS30942 |
| Inverness | Stonyfield, A96 Inverness Rd, Inverness, Highlands, IV2 7PA | INV11773 |
| Kings Lynn Long Sutton | Wisbech Rd, (A17), Long Sutton, Spalding, Lincolnshire, PE12 9AG | LL253211 |
| Kinross M90 | Moto Service Area, Turfhill Tourist Area, Kinross, Perthshire, KY13 NQ | KNR1767 |
| Lancaster M6 | Moto Service Area Lancaster, Forton Jct 31/33 M6, White Carr Lane, Lancaster, Lancashire, LA2 9DU | LAN7528 |

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| Leeds Central | Blays Yard, off Swinegate, Leeds, West Yorkshire, LS1 4AD | WYK796662 |
| Leeds Central Vicar Lane | 97-121 Vicar Lane, Leeds, West Yorkshire, LS1 6PJ | WYK831237 |
| Leicester Central | Vaughan Way, Leicester, Leicestershire, LE1 4NN | LT365785 |
| Lincoln Thorpe on the Hill | A46, Newark/Lincoln Rd, Thorpe-on-the-Hill, Lincoln, Lincolnshire, LN6 9AJ | LL253222 |
| Liverpool Stonedale Park | Stonedale Retail Park, Liverpool, L11 9DH | MS570869 |
| London Heathrow Heston M4 Eastbound | M4 Motorway Service Area, J2/3 Eastbound, North Hyde Lane, Heston, Middlesex, TW5 9AA | AGL139556 |
| London Heathrow Heston M4 Westbound | Moto Service Area Heston, M4 Mway Westbound J2/3, Phoenix Way, Heston, Hounslow, Middlesex, TW5 9NB | AGL139473 |
| Manchester Sportcity | Birch Street, West Gorton, Manchester, Cheshire, M12 5NT | MAN52592 |
| Medway M2 | Moto Service Area, JCTS 4/5 M2, Rainham, Gillingham, Kent, ME8 8PQ | K882800 |
| Milton Keynes Old Stratford | Towcester Road, A5/ Old Straford Roundabout, Milton Keynes, Buckinghamshire, MK19 6AQ | NN255135 |
| Newbury Tot Hill | Tothill Services, Newbury By- Pass, A34 Trunk Road, Newbury, Berkshire, RG2 9ED | HP655357 |
| Newcastle Seaton Burn | A1/A19 Seaton Burn, Near Gosforth, Newcastle upon Tyne, NE13 6EP | TY429819 |
| Northampton Central | Kingswell Street, Northampton, Northamptonshire, NN1 1RA | NN297522 |
| Norwich Central Riverside | Temple House, 8-12 St Vedast Street, Norwich, Norfolk, NR1 1BT | NK396082 |
| Nottingham Central | New City House, 63 Maid Marian Way, Nottingham, Nottinghamshire, NG1 6BH | NT428076 |
| Nottingham EM Airport Donington Park M1 | Jct 23a Northbound, Jct 24 Southbound, Moto Service Area, Castle Donington, East Midlands, DE74 2TN | LT375161 |
| Nottingham Riverside | Riverside Retail Park, Queens Drive, Nottingham, Nottinghamshire, NG2 1RT | NT405918 |
| Nuneaton Bedworth | A444 Southbound, Bedworth, | WK420722 |

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| | Nuneaton, Warwickshire, CV1 7TF | |
| Okehampton Sourton Cross | Sourton Cross, Okehampton, Devon, EX2 4LY | DN509702 |
| Okehampton Whiddon Down | A30 Whiddon Down, Merrymeet Roundabout, Exeter Rd, Whiddon Down, Okehampton, Devon, EX2 2QT | 1. DN509701 2. DN509702 |
| Oxford Peartree | Peartree Roundabout, Peartree Interchange, Woodstock Rd, Oxford, Oxfordshire, OX2 8JZ | ON260084 |
| Perth Broxden Junction | Broxden Roundabout Service Area, Perth, Perthshire, PH2 PL | PTH22975 |
| Peterborough Alwalton | A1 Southbound, Alwalton, Peterborough, Cambridgeshire, PE7 3UR | CB293376 |
| Pontefract Ferrybridge A1/M62 | Moto Service Area, Jct 33 off M62/A1, Ferrybridge, knottingley, North Yorkshire, WF11 AF | WYK787406 |
| Preston Central | Preston Farmers Offices, New Hall Lane, Preston, Lancashire, PR1 5JG | LAN42051 |
| Preston Chorley | A6 Preston Rd, Clayton- Le- Woods, Chorley, Lancashire, PR6 7JB | LAN20165 |
| Rugby Dunchurch | A45 London Rd, Thurlaston, Dunchurch, Nr Rugby, Warwickshire, CV23 9LG | WK420785 |
| Rugeley | A51/B5013 Western Springs Road, Rugeley, Staffordshire, WS15 2AS | SF497136 |
| Scotch Corner Skeeby | A1 Northbound, Scotch Corner, Skeeby, Richmond, North Yorkshire, DL1 5EQ | NYK305932 |
| Sheffield Central | 1 Broad Street, Sheffield, Yorkshire, S1 2BQ | SYK587379 |
| Shrewsbury Bayston Hill | A5/A49 Roundabout, Bayston Hill Services, Shrewsbury, Shropshire, SY3 DA | SL167991 |
| Southampton | 144 Lodge Road, Southampton, Hampshire, SO14 6QR | HP655234 |
| Southampton Eastleigh | Ham Farm, A335 Twyford Rd, Eastleigh, Hampshire, SO5 4LF | 1. HP681531 2. HP655233 |
| St Clears Carmarthen | A40/4066 Roundabout, St Clears, Carmarthenshire, SA33 4JN | CYM220083 |
| Stafford M6 | Moto Service Area, M6 Motorway, Eccleshall Rd, Stone, Staffordshire, ST15 EU | SF532246 |
| Stirling M80 | Moto Service Area, Pirnhall, Stirling, Stirlingshire, FK7 8EU | STG49676 |

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| Stoke Talke | Newcastle Rd, Talke, Stoke on Trent, Staffordshire, ST7 1UP | SF497135 |
| Stonehouse | A419 Eastington, Stonehouse, Nr Stroud, Gloucestershire, GL1 3SQ | GR287695 |
| Stratford Alcester | A435 Birmingham RD, Oversley Mill Roundabout, Alcester, Warwickshire, B49 6PQ | WK423304 |
| Swansea M4 | Moto Service Area, M4 Motorway, Penllergaer, Nr Swansea, Mid Glamorgan, SA1 1GT | CYM219924 |
| Telford Shawburch | Shawburch Cross Roads, Whitchurch Drive, Shawburch, Telford, Shropshire, TF1 3QA | SL168010 |
| Tewkesbury | Shannon Way, Ashchurch, Tewkesbury, Gloucestershire, GL2 8BL | GR336667 |
| Thame | Long Crendon Road, Thame, Oxford, Oxfordshire, OX9 3SB | ON254864 |
| Tiverton | Sampford Peverall Service Area, Sampford Peverall, M5 Junction 27, Nr Tiverton, Devon, EX16 7HD | DN509423 |
| Towcester Silverstone | A43 East Towcester ByPass, Towcester, Northamptonshire, NN12 6TQ | NN252986 |
| Tunbridge Wells | 84 Mount Ephraim, Royal Tunbridge Wells, Kent, TN4 8BU | K932326 |
| Warrington | Kendricks Street, Warrington, Cheshire, WA1 1UZ | CH529594 |
| Watford Central | 23/25 Market Street, Watford, Hertfordshire, WD18 PA | HD465195 |
| Wellingborough Rushden | A45 Eastbound, Saunders Lodge, Rushden, Northamptonshire, NN1 6AP | NN252966 |
| Widnes | Fiddlers Ferry Road, A562, Widnes, Cheshire, WA8 HA | CH533532 |
| York Tadcaster | A64 Eastbound, Bilbrough, Steeton, Nr Tadcaster, North Yorkshire, LS24 8EG | NYK305933 |

CATEGORY 3 SITES

| Site | Site Address | Title Number |
|------------------------|--|---------------------|
| Birmingham Fort Dunlop | Fort Dunlop, Fort Parkway, Erdington, Birmingham, West Midlands, B24 9FD | WM889290 |
| Grantham Colsterworth | Service Area Grantham, A1 Colsterworth, Grantham, Lincolnshire, NG33 5JR | LL79424 |
| Reading Oxford Road | 654 Oxford Road, Reading, | BK419514 |

| | | |
|-----------------------|---|---|
| Sedgefield | Berkshire, RG3 1EH A177/A689 Roundabout, Sedgefield, Stockton on Tees, Co Durham, TS21 2JX | DU203615 |
| Uppingham Morcott | A47 Glaston Rd, Morcott, Nr Uppingham, Leicester, Leicestershire, LE15 8SA | 1. LT377346 2. LT316840 3. LT316299 |
| Wolverhampton Central | Bankfield House, Waterloo Road, Wolverhampton, West Midlands, WV1 4QL | WM945344 |

CATEGORY 4 SITES

| Site | Site Address | Title Number |
|--------------------|--|---------------------|
| Attleborough North | A11 North, Besthorpe, Attleborough, Norfolk, NR17 2PU | NK235229 |
| Harlow | A11, Potter Street, Harlow, Essex, CM17 9YP | EX616213 |
| Hemmingford Abbots | A14 Westbound, Hemmingford Abbots, Cambridgeshire, PE26 2XX | CB237152 |
| Kettering East | A14 , Kettering East Service Station, Kettering, Northamptonshire, NN14 1SS | NN224054 |
| Reading | Fairfields Service Station, Basingstoke Road, Whitely, Reading, Berkshire, RG2 0JE | BK355416 |
| Warwick South | A46 South, Warwick Bypass, Warwickshire, CV35 8RH | WK267122 |
| Weston Rhyn | A5 North, Weston Rhyn, Oswestry, Shropshire, SY11 3EN | SL130681 |
| Whitchurch North | A40 North, Ross On Wye, Hereford & Worcester, HR9 6EG | HE7658 |

UNREGISTERED LEASES

CATEGORY 1

| Site | Site Address |
|-------------------------|--|
| Blackpool South Shore | Seasiders Way, Blackpool, Lancashire, FY1 6JJ |
| Bournemouth Cooper Dean | Cooper Dean Roundabout, Castle Lane East, Bournemouth, Dorset, BH7 7DP |
| Burton Upon Trent | Burton Grain Warehouse, Derby Street, Burton upon Trent, Staffordshire, DE14 2JJ |

| | |
|------------------------------|---|
| Cheshire Oaks | Coliseum Leisure Park, Coliseum Way, Ellesmere Port, Cheshire, CH65 9JJ |
| Glossop Central | Howard Town Mill, Victoria Street, Glossop, Derbyshire, SK13 8HT |
| Hartlebury | A449 Southbound, Shorthill Nurseries, Hartlebury, Kidderminster, Worcestershire, DY13 9SH |
| Leeds Colton | Stile Hill Way, Colton, Leeds, Yorkshire, LS15 9JA |
| London Croydon Central | Norfolk House, Wellesley Road, Croydon, Surrey, CR 1LH |
| London Crystal Palace | Yeoman House, 63 Croydon Road, Penge, London, SE2 7TS |
| London Enfield | Luminar Park, Great Cambridge Road, Enfield, Hertfordshire, EN1 1SB |
| London Sidcup | 1-3 Sidcup High Street, Sidcup, London, DA14 6EN |
| London Woolwich Powis Street | Co-Op Building, 125-157 Powis Street, Woolwich, London, SE18 6LQ |
| Lytham St Annes | 329-335 Clifton Drive South, Lytham St Annes, FY8 1LP |
| Morecambe | Arndale Shopping Centre, Central Drive, Morecambe, Lancashire, LA4 5DH |
| Northampton Wootton | London Road, Wootton, Northampton, Northamptonshire, NN4 TG |
| Tamworth | Bolebridge Street, Tamworth, Staffordshire, B79 7AG |
| Wincanton | Long Close, off Lawrence Hill, Wincanton, Somerset, BA9 9EB |
| Worthing Seafront | 86-95 Marine Parade, Worthing, East Sussex, BN11 3QD |

CATEGORY 2

| Site | Site Address |
|--------------------------|---|
| Stansted (Great Dunmow) | Hoblongs Industrial Estate, Chelmsford Road, Great Dunmow, Essex, CM6 1LW |
| Aldershot | Westgate, Alexandra Road, Aldershot, GU11 3HU |
| Aylesbury Central | Exchange Street, Aylesbury, HP20 1UG |
| Cambridge Newmarket Road | 180-190 Newmarket Road, Cambridge, CB5 8HF |

| | |
|--------------------------------------|--|
| Darlington | Yarm Road Interchange, Darlington, DL1 4PU |
| Epsom Central | Station Approach, Epsom, KT19 8DJ |
| Fort William | High Street, Fort William, PH33 6DX |
| Hartlepool Marina | Metropolitan Park, The Lanyard, Hartlepool, TS24 0XS |
| Liverpool Central Exchange Street | 38 Exchange Street East, Tithebarn Street, Liverpool, L2 3PS |
| Llanelli Central | The Eastern Quarter, Stepney Street, Llanelli, SA15 3YF |
| London Balham | Steel House, 177 Balham High Road, London, SW12 9BX |
| London Bethnal Green | 231-237 Cambridge Heath Road, Bethnal Green, London E2 0EL |
| London Bromley | 37 London Road, Bromley, BR1 1DG |
| London Clapham Junction | 155 Falcon Road, Clapham, London SW11 2PD |
| London Hounslow | Lampton Road, Hounslow, London, TW3 1JG |
| London Sidcup | 1-3 Sidcup High Street, Sidcup, DA14 6EN |
| London Vauxhall | 3 Bondway, Vauxhall, London, SW8 1SJ |
| Sunderland High Street West | High Street West, Sunderland, SR1 1UD |
| Wellington Somerset | West Park, off Buckland Road, Wellington, TA21 9AD |
| Woking Central | White Rose Court, Oriental Road, Woking, GU22 7PJ |

NEW OPENINGS TO ADD TO UNREGISTERED LIST

| | |
|-----------------------------------|--|
| Aldershot | Westgate, Alexandra Road, Aldershot, GU11 3HU |
| Aylesbury Central | Exchange Street, Aylesbury, HP20 1UG |
| Cambridge Newmarket Road | 180-190 Newmarket Road, Cambridge, CB5 8HF |
| Darlington | Yarm Road Interchange, Darlington, DL1 4PU |
| Epsom Central | Station Approach, Epsom, KT19 8DJ |
| Fort William | High Street, Fort William, PH33 6DX |
| Hartlepool Marina | Metropolitan Park, The Lanyard, Hartlepool, TS24 0XS |
| Liverpool Central Exchange Street | 38 Exchange Street East, Tithebarn Street, Liverpool, L2 3PS |

| | |
|-----------------------------|---|
| Llanelli Central | The Eastern Quarter, Stepney Street, Llanelli, SA15 3YF |
| London Balham | Steel House, 177 Balham High Road, London, SW12 9BX |
| London Bethnal Green | 231-237 Cambridge Heath Road, Bethnal Green, London, E2 0EL |
| London Bromley | 37 London Road, Bromley, BR1 1DG |
| London Clapham Junction | 155 Falcon Road, Clapham, London, SW11 2PD |
| London Hounslow | Lampton Road, Hounslow, London, TW3 1JG |
| London Sidcup | 1-3 Sidcup High Street, Sidcup, DA14 6EN |
| London Vauxhall | 3 Bondway, Vauxhall, London, SW8 1SJ |
| Sunderland High Street West | High Street West, Sunderland, SR1 1UD |
| Wellington Somerset | West Park, off Buckland Road, Wellington, TA21 9AD |
| Woking Central | White Rose Court, Oriental Road, Woking GU22 7PJ |

REGISTERED LEASES

| Site | Site Address |
|--------------------------------|--|
| Altrincham Central | Grafton Tower, Stamford New Road, Altrincham, Cheshire, WA14 1DQ |
| Arundel Fontwell Park | Fontwell Park, Frontwell Avenue, Arundel, West Sussex, BN18 SY |
| Bedford Goldington Road | 403 Goldington Road, Bedford, Bedfordshire, MK41 DS |
| Birmingham Airport | Falcon Way, off Terminal Road, Birmingham, B26 3QW |
| Birmingham Central Bull Ring | Upper Dean Street, Birmingham, B5 4SG |
| Birmingham Central Moor Street | Carrs Lane, Birmingham, Warwickshire, B4 7SX |
| Birmingham Halesowen | Whitehall Road, Halesowen, Birmingham, Warwickshire, B63 3HY |

| | |
|-------------------------------|---|
| Birmingham Sheldon | 2225 Coventry Road, Sheldon, Birmingham, West Midlands, B26 3EH |
| Bolton Central River Street | 4 River Street, Bolton, Greater Manchester, BL2 1AR |
| Borehamwood Studio Way | Studio Way, Borehamwood, Herts, WD6 5JY |
| Bournemouth Seafront | West Hill Road, Bournemouth, Dorset, BH2 5EJ |
| Bradford Central | 2 Valley Road, Bradford, Yorkshire, BD1 4AF |
| Bristol Central Mitchell Lane | Mitchel Lane, Bristol, Avon, BS1 6BU |
| Camberley Central | Sun House, 31-41 Pembroke Broadway, Camberley, Surrey, GU15 3XD |
| Cambridge Orchard Park | Chieftain Way, Orchard Park, Kings Hedges Road, Cambridge, Cambridgeshire, CB4 2JX |
| Cardiff Airport | Port Road, Rhoose, Barry, Wales, CF62 3BA |
| Cardiff Whitchurch | 21 Tyn-y-Parc Road, Whitchurch, Cardiff, Wales, CF14 6BG |
| Chichester Central | Chapel Street, Chichester, Sussex, PO19 1BU |
| Cockermouth | Europe Way, Cockermouth, Cumbria, CA13 DP |
| Derby Chaddesden | Nottingham Road, Chaddesdon, Derby, Derbyshire, DE21 6LZ |
| Doncaster Lakeside | Lakeside Boulevard, Lakeside Designer Outlet, Doncaster, Yorkshire, DN4 5PL |
| Eastleigh Central | Southampton Road, Eastleigh, Hampshire, SO5 9FJ |
| Frimley | 114 Portsmouth Road, Frimley, Surrey, GU15 1HS |

| | |
|------------------------------|--|
| Gatwick Central | Povey Cross Road, Gatwick, Horley, West Sussex, RH6 BE |
| Havant Rowlands Castle | 1 Whichers Gate Road, Rowlands Castle, Portsmouth, Hampshire, PO9 6BB |
| Hemel Hempstead Gateway | Maylands Avenue, Hemel Hempstead, Hertfordshire, |
| High Wycombe Central | Oxford Street, Octagon Parade, High Wycombe, Buckinghamshire, HP11 2DQ |
| Huddersfield | Leeds Road, Huddersfield, Yorkshire, HD1 6NN |
| Hull Central | Pryme Street, Hull, Kingston upon Hull, HU2 8HR |
| Ipswich Central | 15 Duke Street, Ipswich, IP3 0AE |
| Kidderminster | Stourport Road,, Kidderminster, Worcestershire, DY11 6TL |
| Lancaster Central | King Street, Lancaster, Lancashire, LA1 1RE |
| Langley | 399 London Road, Langley, Slough, Berkshire, SL3 8PS |
| Liverpool Central The Strand | 19 Strand Street, Liverpool, Merseyside, L2 7SR |
| London Central Bank | 19-23 St Swithins Lane, London, EC4N 8AD |
| London Cricklewood | 214/220 Cricklewood Broadway, London, NW2 3DR |
| London Ealing | 77 Uxbridge Road, Ealing, London, W5 5ST |
| London Edmonton | 3 Smythe Close, Edmonton Green, Edmonton, London, N9 TW |
| London Excel | 1016 Dockside Road, London, E16 2FQ |
| London Greenwich | Blackheath Road / Deals, Gateway, Greenwich, London, |

| | |
|-------------------------------------|---|
| | SE1 8JL |
| London Snaresbrook | 73 Hollybush Hill, Snaresbrook, London, Greater London, E11 1PE |
| London Southgate | The Green, Southgate, N14 6EN |
| London Stratford | High Street, Stratford, London, E15 2JG |
| London Teddington | Park House, Park Street, Teddington, Middlesex, TW11 9AD |
| London Twickenham | Land Adj Regal House, 7 London Road, Twickenham, Middlesex, TW1 3QS |
| Loughborough | Bridge Street, Loughborough, Leicestershire, LE11 1NQ |
| Lowestoft | Yarmouth Road, Lowestoft, Suffolk, NR32 4TZ |
| Manchester Central Arena | Great Ducie Street/Francis St, Manchester, Lancashire, M4 4EX |
| Manchester Salford Quays | 18 Markendale Place, Salford, Manchester, Lancashire, M5 3GW |
| Manchester Upper Brook Street | Upper Brook Street, Manchester, Lancashire, M13 9TD |
| Market Harborough | Edinburgh Court, Abbey Street, Market Harborough, Leicestershire, LE16 9AA |
| Milton Keynes Shenley Church End | Burchard Crescent, Shenley Church End, Milton Keynes, Bedfordshire, MK5 6HQ |
| Newbury London Road | 49 London Road, Newbury, Berkshire, RG14 1JN |
| Newcastle Airport | Kenton Bank, Newcastle Upon Tyne, Tyne and Wear, NE3 3TY |

| | |
|------------------------------|---|
| Newcastle-under-Lyme Central | Lower Street, Newcastle Under Lyme, Stafford, ST5 2RN |
| Plymouth Derriford | 8-9 Howeson Lane, Plymouth, Devon, PL6 1ZZ |
| Plymouth Roborough | 399 Tavistock Road, Plymouth, Devon, PL6 7HB |
| Portishead | Harbour Road, Portishead, Avon, |
| Portsmouth Hilsea | Copnor Road, Hilsea, Portsmouth, Hampshire, PO3 5HS |
| Ramsgate Seafront | Royal Parade, Ramsgate, Kent, CT11 8LZ |
| Redhill | 2 Redstone Hill, Redhill, Surrey, RH1 4BL |
| Stoke on Trent Trentham | 206 Longton Road, Stoke on Trent, Staffordshire, ST4 8BU |
| Stonehouse | A419, Eastington, Stonehouse, Gloucester, GL10 3SQ |
| Wallasey New Brighton | Marine Point, King's Parade, Wallasey, New Brighton, Merseyside, CH45 2PB |
| Walton-on-Thames | Ashley Park, Ashley Park Road, Walton on Thames, Surrey, KT12 1JP |
| Warrington Lowton | 322 Newton Road, Lowton, Cheshire, WA3 1HD |
| York Hull Road | Hull Road, York, North Yorkshire, YO1 3LF |
| Hastings | Bohemia Road, Hastings, East Sussex, TN34 1ET |

SCHEDULE 3
SUBSIDIARY SHARES

| Charging Company | Subsidiary | Number and class of shares | Details of nominees (if any) holding legal title to shares |
|---|-----------------------------|--|--|
| Thame & London Limited (formerly Anchor UK Bidco Limited) | Full Moon Holdco 4 Limited | 2,000,000 £1 Ordinary Shares | N/A |
| Full Moon Holdco 4 Limited | Full Moon Holdco 5 Limited | 2,000,000 £1 Ordinary Shares | N/A |
| Full Moon Holdco 5 Limited | Full Moon Holdco 6 Limited | 2,750,000 £1 Ordinary Shares | N/A |
| Full Moon Holdco 6 Limited | Travelodge Hotels Limited | 300,000,000 £1 Ordinary Shares | N/A |
| | Travelodge Limited | 1 £1 Ordinary Share | N/A |
| | TLLC Group Holdings Limited | 100,000 1p Ordinary 'A' Shares 1,994,241 1p Ordinary 'B' Shares | N/A |
| Travelodge Hotels Limited | TLLC LevPropco1 Limited | 1 £1 Ordinary Share | N/A |
| | TLLC LevPropco5 Limited | 1 £1 Ordinary Share | N/A |
| | TLLC LevPropco7 Limited | 1 £1 Ordinary Share | N/A |
| | TLLC Regent Palace Limited | 1 £1 Ordinary Share | N/A |
| | TLLC Propholdco 1 Limited | 31 £1 Ordinary Shares | N/A |
| | Stewart Watt Limited | 100 £1 Ordinary Shares | N/A |
| TLLC Group Holdings Limited | TLLC Holdings2 Limited | 100 £1 Ordinary Shares | N/A |
| | TLLC Trustees Limited | 1 £1 Ordinary Share | N/A |

| Charging Company | Subsidiary | Number and class of shares | Details of nominees (if any) holding legal title to shares |
|------------------------|------------------------|--|--|
| TLLC Holdings2 Limited | TLLC Holdings3 Limited | 100 £1 Ordinary Shares | N/A |
| TLLC Holdings3 Limited | TLLC Holdings4 Limited | 100 £1 Ordinary Shares | N/A |
| TLLC Holdings4 Limited | TLLC Holdings5 Limited | 2,600 1p Deferred Shares 7,400 1p Ordinary Shares | N/A |
| TLLC Holdings5 Limited | TLLC Limited | 100 £1 Ordinary Shares | N/A |

SCHEDULE 4

Part A FORMS OF NOTICE TO COUNTERPARTIES (OTHER THAN INSURERS) OF ASSIGNED AGREEMENTS

To: *[insert name and address of counterparty]*

Dated:

Dear Sirs

Re: *[here identify the relevant Assigned Agreement]* (the *Agreement*)

We notify you that *[insert name of Charging Company]* (the *Charging Company*) has assigned to The Royal Bank of Scotland plc (the *Security Agent*) for the benefit of itself and certain other banks and financial institutions (the *Secured Parties*) all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties.

We further notify you that:

1. the Charging Company may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Charging Company has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: The Royal Bank of Scotland plc 5th floor, 135 Bishopsgate, London EC2M 3UR

Copy to: ***[insert name and address of Charging Company]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

for and on behalf of
[insert name of Charging Company]

Dated:

Part B

FORM OF NOTICE TO INSURERS

To: [insert name and address of insurance company]

Dated:

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the Policies)

We notify you that [insert name of Charging Company] (the *Charging Company*) has assigned to The Royal Bank of Scotland plc (the *Security Agent*) for the benefit of itself and certain other banks and financial institutions (the *Secured Parties*) all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties.

We further notify you that:

1. the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you [will note/have noted] the Security Agent's interest as first chargee on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct if they exceed £500,000 to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;
- (e) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: The Royal Bank of Scotland plc 5th floor, 135 Bishopsgate, London EC2M 3UR

Copy to: *[insert name and address of Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

for and on behalf of
[insert name of Charging Company]

Dated:

SCHEDULE 5

DETAILS OF COLLECTION ACCOUNTS

| Charging Company | Account Bank | Sort Code | Account Number |
|---|--------------|-----------|-----------------|
| Travelodge Hotels Limited | RBS | 202094 | 40854965 |
| Travelodge Hotels Limited | RBS | 200070 | 63006111 |
| Travelodge Hotels Limited | RBS | 200130 | 63006154 |
| Travelodge Hotels Limited | RBS | 209000 | 63013010 |
| Travelodge Hotels Limited | RBS | 208100 | 63061600 |
| Travelodge Hotels Limited | RBS | 208000 | 63061635 |
| Travelodge Hotels Limited | RBS | 202096 | 63006146 |
| Travelodge Hotels Limited | RBS | 203000 | 63009838 |
| Travelodge Hotels Limited | RBS | 200090 | 63060221 |
| Travelodge Hotels Limited | RBS | 200067 | 63290855 |
| Thame & London Limited (formerly Anchor UK Bidco Limited) | RBS | 200091 | 64300994 |
| Travelodge Hotels Limited | RBS | 200100 | 550/00/66129567 |
| Travelodge Hotels Limited | RBS | ETB | 63027879 |
| TLLC Limited | RBS | ETB | 63006316 |
| TLLC Limited | RBS | ETB | 63048876 |
| Full Moon Holdco 6 Limited | RBS | ETB | 39251071 |
| Travelodge Hotels Limited | Santander | 200075 | 49730072 |
| Travelodge Hotels Limited | HSBC | 200200 | 70179256 |

| | | | |
|---------------------------|----------|--------|----------|
| Travelodge Hotels Limited | HSBC | ETB | 61892509 |
| Travelodge Hotels Limited | HSBC | ETB | 72083809 |
| Full Moon Holdco 2 | HSBC | ETB | 72180456 |
| Prop Holdco Limited | HSBC | ETB | 82131978 |
| Travelodge Hotels Limited | Barclays | 209050 | 83387445 |
| Travelodge Hotels Limited | Barclays | 209060 | 73178846 |
| Travelodge Hotels Limited | Barclays | 209070 | 83770079 |
| Travelodge Hotels Limited | Barclays | 209080 | 83480240 |
| Travelodge Hotels Limited | Barclays | 209090 | 63292649 |
| Travelodge Hotels Limited | Barclays | 209100 | 3910946 |
| Travelodge Hotels Limited | Barclays | 209110 | 53738973 |
| Travelodge Hotels Limited | Barclays | 209120 | 33339785 |
| Travelodge Hotels Limited | Barclays | 209130 | 73134385 |
| Travelodge Hotels Limited | Barclays | 209140 | 77187699 |

SCHEDULE 6

FORM OF NOTICE TO BANKS OPERATING COLLECTION ACCOUNTS AND/OR NOMINATED ACCOUNTS

To: **[insert name and address of Account Bank]** (the *Account Bank*)

Dated:

Dear Sirs

Re: The Travelodge Group of Companies - Security over Bank Accounts

We notify you that **[insert name of Charging Company]** (the *Charging Company*) and certain other companies identified in the schedule to this notice (together the *Customers*) charged to The Royal Bank of Scotland plc (the *Security Agent*) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the *Charged Accounts*) and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent;
 - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time;
 - (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;

- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

| Customer | Account Number | Sort Code | Status |
|----------|----------------|-----------|------------------------|
| . | . | . | [Blocked][Not blocked] |

Yours faithfully

for and on behalf of
[insert name of Charging Company]
As agent for and on behalf of
all of the Customers

Counter-signed by

for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC

[On acknowledgement copy]

To: The Royal Bank of Scotland plc 5th floor, 135 Bishopsgate, London EC2M 3UR

Copy to: [insert name and address of Charging Company] (on behalf of the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

for and on behalf of
[insert name of Account Bank]

Dated:

SCHEDULE 7

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on •

BETWEEN:

- (1) • **LIMITED**, a company incorporated in [England and Wales] with registered number • (the *New Charging Company*);
- (2) **THAME AND LONDON LIMITED (FORMERLY ANCHOR UK BIDCO LIMITED)** (a company incorporated in England and Wales with registered number 8170768 (the *Parent*)) for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the *Security Agent*).

RECITAL:

This deed is supplemental to a second supplemental debenture dated 2013 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the *Debenture*).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture have the same meaning when used in this deed.

Construction

- 1.2 Clause 1.2 (*Construction*) and clause 1.3 (*Other References*) of the Debenture will be deemed to be set out full in this deed, but as references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

Accession

- 2.1 The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

Covenant to pay

- 2.2 The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment in accordance with the terms of the Senior Finance Documents.

Fixed charges

2.3 The New Charging Company, as continuing security for the payment of the Indebtedness, charges 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 (if any):

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1) together with all buildings and fixtures (including trade fixtures) on that property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under Clause 2.3(a) 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 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 Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
 - (v) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts and the Nominated Accounts) with any bank, financial institution, or other person;
 - (vii) all its Intellectual Property Rights (including the Intellectual Property Rights listed in Schedule 5 hereto);
 - (viii) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets;
 - (ix) its goodwill and uncalled capital;
 - (x) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

Floating charge

2.4 As further security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee (to the extent applicable to the Scottish Charged Assets and/or Scottish Property) (save that full title guarantee shall not apply in respect of assets situated in Scotland) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 2.3 (*Fixed Charges*) or assigned under Clause 2.5 (*Security Assignment*), (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, including the Scottish Property and Scottish Charged Assets and including property and all other assets in Scotland, irrespective of whether the same is secured by first fixed charge or standard security or otherwise (any such standard security ranking in priority to the floating charge).

Security Assignment

2.5 (a) As further security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of that Charging Company promptly re-assign the Assigned Agreements to that Charging Company (or as it shall direct).

(b) Until the occurrence of Declared Default, but subject to clause 8.6 (*Assigned Agreements*) of the Debenture, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default.

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them) the Debenture.

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to Clause 21.1 (*Notices*) of the Debenture are as follows:

Address: •

Facsimile: •

Attention: •

6. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law. IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Details of Freehold and Leasehold Property

SCHEDULE 2

Details of Subsidiary Shares

SCHEDULE 3

Assigned Agreements

SCHEDULE 4

Bank Accounts

SCHEDULE 5

Material Intellectual Property

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

EXECUTED as a deed by)
)
acting by a director in the presence)
of a witness)

Signature of director

Name of director

Signature of witness

Name and address of witness

The Parent

EXECUTED as a deed by)
THAME AND LONDON LIMITED)
acting by a director in the presence)
of a witness)

Signature of director

Name of director

Signature of witness

Name and address of witness

The Security Agent

EXECUTED by)
THE ROYAL BANK OF SCOTLAND PLC)
Acting by its)
authorised signatory)
)

SCHEDULE 8

MATERIAL INTELLECTUAL PROPERTY²

| Country | Trade Mark | Owner | App No. | Filing Date | Reg No. | Reg Date | Status | Classes |
|----------------------------------|-----------------|-----------------------------|---------|-------------|---------|-------------|------------|---------|
| African Union Territories (OAPI) | TRAVELODGE | Travelrest Services Limited | 50394 | 23-Apr-2004 | 50394 | 15-Mar-2005 | Registered | 43 Int. |
| Albania | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Albania | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Algeria | SLEEPING Device | Travelodge Hotels Limited | 072531 | 18-Sep-2007 | 74896 | 18-Sep-2007 | Registered | 43 Int. |
| Algeria | TRAVELODGE | Travelodge Hotels Limited | 092103 | 13-Jul-2009 | | | Pending | 43 Int. |
| Andorra | SLEEPING Device | Travelodge Hotels Limited | 24932 | 08-Aug-2007 | 24932 | 08-Aug-2007 | Registered | 43 Int. |
| Andorra | TRAVELODGE | Travelodge Hotels Limited | 960217 | 21-Jan-2009 | 26966 | 21-Jan-2009 | Registered | 43 Int. |
| Antigua and Barbuda | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |

² K+E to review and update accordingly.

| | | | | | | | | |
|---------------------|-----------------|---------------------------|--------|-------------|--------|-------------|------------|---------|
| Antigua and Barbuda | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Armenia | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Armenia | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Azerbaijan | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Azerbaijan | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Bahrain | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Bahrain | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Bangladesh | SLEEPING Device | Travelodge Hotels Limited | 124608 | 14-Jul-2009 | | | Pending | 43 Int. |
| Belarus | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Belarus | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Bermuda | SLEEPING Device | Travelodge Hotels Limited | 49169 | 22-Jul-2009 | 49169 | 11-Feb-2010 | Registered | 43 Int. |
| Bermuda | TRAVELODGE | Travelodge Hotels Limited | 49168 | 22-Jul-2009 | 49168 | 11-Feb-2010 | Registered | 43 Int. |

| | | | | | | | | |
|---------------------------|-----------------|----------------------------------|-----------------|-------------|-------------|-------------|------------|---------|
| Bosnia and Herzegovina | SLEEPING Device | Travelodge Hotels Limited | BAZ0711483 A | 02-Aug-2007 | BAZ0711483 | 18-Apr-2011 | Registered | 43 Int. |
| Bosnia and Herzegovina | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Botswana | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Botswana | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Brunei Darussalam | SLEEPING Device | Travelodge Hotels Limited | 40257 | 02-Mar-2009 | 40257 | 02-Mar-2009 | Registered | 42 Int. |
| Brunei Darussalam | TRAVELODGE | Travelodge Hotels Limited | 40233 | 03-Feb-2009 | | | Pending | 42 Int. |
| Bulgaria | TRAVELODGE | Trusthouse Forte California Inc. | | 30-Oct-1973 | S-46 | 30-Oct-1973 | Registered | 42 Int. |
| Cambodia | SLEEPING Device | Travelodge Hotels Limited | 33110 | 19-Feb-2009 | KH 32089/09 | 01-Sep-2009 | Registered | 43 Int. |
| Cape Verde | TRAVELODGE | Travelodge Hotels Limited | 000507/2009 | 22-Apr-2009 | | | Published | 43 Int. |
| China (People's Republic) | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| China (People's Republic) | TRAVELODGE | Travelodge Hotels Limited | 9879038 | 23-Aug-2011 | | | Pending | 43 Int. |
| Croatia | SLEEPING Device | Travelodge | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |

| | | | | | | | | |
|--------------------|-----------------|----------------------------------|------------|-------------|-----------|-------------|------------|---------------------------|
| Croatia | TRAVELODGE | Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Cuba | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Cuba | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Dominican Republic | SLEEPING Device | Travelodge Hotels Limited | 2009-7342 | 02-Apr-2009 | 174889 | 30-Jun-2009 | Registered | 43 Int. |
| Dominican Republic | TRAVELODGE | Travelodge Hotels Limited | 2009-11164 | 13-May-2009 | 175405 | 31-Jul-2009 | Registered | 43 Int. |
| Egypt | SLEEPING Device | Travelodge Hotels Limited | 229577 | 31-Mar-2009 | | | Pending | 43 Int. |
| European Community | SLEEPING Device | Travelodge Hotels Limited | 004254447 | 24-Feb-2005 | 004254447 | 19-Jun-2006 | Registered | 41 Int., 43 Int., 44 Int. |
| European Community | TRAVELODGE | Travelodge Hotels Limited | 000915884 | 26-Aug-1998 | 000915884 | 07-Aug-2000 | Registered | 41 Int., 42 Int. |
| Finland | TRAVELODGE | Trusthouse Forte California Inc. | 2722/91 | 07-Jun-1991 | 132096 | 20-May-1994 | Registered | 42 Int. |
| Gambia | SLEEPING Device | Travelodge Hotels Limited | 137/7/2009 | 27-Jul-2009 | | | Published | 43 Int. |
| Gambia | TRAVELODGE | Travelodge Hotels Limited | 138/7/2009 | 27-Jul-2009 | | | Published | 43 Int. |

| | | | | | | | | |
|-----------|-----------------|-------------------------------------|---------------------|-------------|------------------|-------------|------------|---------|
| Georgia | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Ghana | SLEEPING Device | Travelodge Hotels Limited | 1351/07 | 19-Sep-2007 | | | Pending | 43 Int. |
| Ghana | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Grenada | TRAVELODGE | Travelodge Hotels Limited | 114/2009 | 01-Sep-2009 | 114/2009 | 10-Sep-2009 | Registered | 43 Int. |
| Guatemala | TRAVELODGE | Trusthouse Forte California Inc. | 28446 | 21-Aug-1974 | 28446 | 05-Sep-1974 | Registered | 43 Int. |
| Haiti | TRAVELODGE | Travelodge Hotels Limited | 794-E | 17-Jul-2009 | 396Reg166 | 21-Sep-2009 | Registered | 43 Int. |
| Hong Kong | SLEEPING Device | Travelodge Hotels Limited | 300925191 | 01-Aug-2007 | 300925191 | 08-Sep-2008 | Registered | 43 Int. |
| Iceland | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Iceland | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| India | SLEEPING Device | Travelodge Hotels Limited | 1594275 | 23-Aug-2007 | 880121 | 31-Mar-2010 | Registered | 42 Int. |
| India | TRAVELODGE | Travelodge Hotels Limited | 1277414 | 07-Apr-2004 | 1277414 | 10-Jan-2005 | Registered | 42 Int. |
| Indonesia | SLEEPING Device | Travelodge Hotels Limited | J00-2007- 029225 | 31-Aug-2007 | IDM0001955 52 | 25-Sep-2009 | Registered | 43 Int. |

| | | | | | | | | |
|---|-----------------|------------------------------|--------|-------------|--------|-------------|------------|---------|
| Int'l Registration - Madrid Protocol Only | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Int'l Registration - Madrid Protocol Only | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Iran | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Iran | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Iraq | SLEEPING Device | Travelodge Hotels Limited | 53836 | 23-Mar-2009 | | | Pending | 43 Int. |
| Iraq | TRAVELODGE | Travelodge Hotels Limited | 53837 | 23-Mar-2009 | | | Pending | 43 Int. |
| Israel | SLEEPING Device | Travelodge Hotels Limited | 218758 | 16-Feb-2009 | 218758 | 08-Aug-2010 | Registered | 43 Int. |
| Israel | TRAVELODGE | Travelodge Hotels Limited | 218757 | 16-Feb-2009 | 218757 | 08-Aug-2010 | Registered | 43 Int. |
| Jamaica | SLEEPING Device | Travelodge Hotels Limited | 53619 | 27-Mar-2009 | 53619 | 14-Jan-2010 | Registered | 43 Int. |

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|-----------------------|-----------------|------------------------------|--------|-------------|--------|-------------|------------|---------|
| Jamaica | TRAVELODGE | Travelodge Hotels Limited | 053774 | 29-Apr-2009 | 53774 | 29-Apr-2009 | Registered | 43 Int. |
| Japan | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Jersey | TRAVELODGE | Travelodge Hotels Limited | 5827 | 14-Feb-1992 | 5827 | 14-Feb-1992 | Registered | 42 Int. |
| Jordan | SLEEPING Device | Travelodge Hotels Limited | 106542 | 16-Mar-2009 | 106542 | 16-Mar-2009 | Registered | 43 Int. |
| Jordan | TRAVELODGE | Travelodge Hotels Limited | 106616 | 16-Mar-2009 | 106616 | 16-Mar-2009 | Registered | 43 Int. |
| Kenya | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Kenya | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Korea, Republic of | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Kuwait | SLEEPING Device | Travelodge Hotels Limited | 102297 | 29-Mar-2009 | 89355 | 29-Mar-2009 | Registered | 43 Int. |
| Kuwait | TRAVELODGE | Travelodge Hotels Limited | 102296 | 29-Mar-2009 | 88437 | 29-Mar-2009 | Registered | 43 Int. |
| Lebanon | SLEEPING Device | Travelodge Hotels Limited | 6007 | 24-Sep-2007 | 113088 | 03-Oct-2007 | Registered | 43 Int. |
| Lebanon | TRAVELODGE | Travelodge | 1091 | 13-Feb-2009 | 120816 | 23-Feb-2009 | Registered | 43 Int. |

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|---------------|-----------------|------------------------------|----------|-------------|----------|-------------|------------|---------|
| Liechtenstein | SLEEPING Device | Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Liechtenstein | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Macau | SLEEPING Device | Travelodge Hotels Limited | N/041625 | 27-Feb-2009 | N/041625 | 24-Jul-2009 | Registered | 43 Int. |
| Macau | TRAVELODGE | Travelodge Hotels Limited | N/041626 | 27-Feb-2009 | N/041626 | 24-Jul-2009 | Registered | 43 Int. |
| Macedonia | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Macedonia | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Madagascar | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Madagascar | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Malaysia | SLEEPING Device | Travelodge Hotels Limited | 07014955 | 01-Aug-2007 | 07014955 | 06-Aug-2009 | Registered | 43 Int. |
| Moldova | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Moldova | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |

| | | | | | | | | |
|------------|-----------------|------------------------------|--------------------|-------------|--------|-------------|------------|---------|
| Monaco | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Monaco | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Montenegro | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Montenegro | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Morocco | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Mozambique | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Mozambique | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Nigeria | SLEEPING Device | Travelodge Hotels Limited | TP180250/07 | 24-Sep-2007 | 91721 | 07-Sep-2011 | Registered | 43 Int. |
| Nigeria | TRAVELODGE | Travelodge Hotels Limited | F/TM/2009/ 2780 | 25-Feb-2009 | | | Published | 43 Int. |
| Norway | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Norway | TRAVELODGE | Travelodge Hotels Limited | 104497 | 07-Aug-1970 | 81839 | 26-May-1971 | Registered | 42 Int. |
| Norway | TRAVELODGE | Travelodge | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |

[illegible]

| | | | | | | | | |
|--------------|-----------------|------------------------------|--------------------|-------------|------------------|-------------|------------|---------------------------------------|
| San Marino | SLEEPING Device | Travelodge Hotels Limited | SM-M- 200700173 | 13-Sep-2007 | SMM200700 173 | 31-Oct-2008 | Registered | 43 Int. |
| San Marino | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Serbia | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Serbia | TRAVELODGE | Travelodge Hotels Limited | 991213 | 28-Oct-2008 | 991213 | 19-Feb-2009 | Registered | 43 Int. |
| Singapore | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| South Africa | SLEEPING Device | Travelodge Hotels Limited | 2008/20438 | 01-Sep-2008 | 2008/20438 | 27-Sep-2010 | Registered | 43 Int. |
| Sri Lanka | SLEEPING Device | Travelodge Hotels Limited | 140280 | 03-Aug-2007 | | | Pending | 43 Int. |
| Switzerland | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Switzerland | TRAVELODGE | Travelodge Hotels Limited | 2182/1993.4 | 01-Apr-1993 | 405968 | 01-Apr-1993 | Registered | 03 Int., 39 Int., 41 Int., 42 Int. |
| Syria | SLEEPING Device | Travelodge Hotels Limited | 965162 | 30-Jul-2007 | 965162 | 30-Jul-2007 | Registered | 43 Int. |
| Taiwan | SLEEPING Device | Travelodge Hotels Limited | 096036967 | 02-Aug-2007 | 1327485 | 01-Sep-2008 | Registered | 43 Int. |
| Taiwan | TRAVELODGE | Travelodge | 82018368 | 26-Apr-1993 | 83017 | 01-Jun-1996 | Registered | 42 Int. |


| | | | | | | | | |
|----------------|--|------------------------------|---------|-------------|---------|-------------|------------|------------------|
| United Kingdom | HIGHWAY LODGE Logo (Series of two) | Travelodge Hotels Limited | 1411492 | 19-Jan-1990 | 1411492 | 29-Dec-1993 | Registered | 43 Int. |
| United Kingdom | LITELODGE | Travelodge Hotels Limited | 2496458 | 01-Sep-2008 | 2496458 | 26-Dec-2008 | Registered | 43 Int. |
| United Kingdom | MR SLEEP | Travelodge Hotels Limited | 2546446 | 29-Apr-2010 | 2546446 | 05-Nov-2010 | Registered | 28 Int., 43 Int. |
| United Kingdom | TERRY SLEEP | Travelodge Hotels Limited | 2546445 | 29-Apr-2010 | 2546445 | 06-Aug-2010 | Registered | 28 Int., 43 Int. |
| United Kingdom | THE ZZZ SQUAD | Travelodge Hotels Limited | 2546444 | 29-Apr-2010 | 2546444 | 06-Aug-2010 | Registered | 28 Int., 43 Int. |
| United Kingdom | TRAVELMILES / TRAVEL MILES (Series of two) | Travelodge Hotels Limited | 2044170 | 10-Nov-1995 | 2044170 | 20-Jun-1997 | Registered | 35 Int., 42 Int. |
| United Kingdom | TRAVELODGE | Travelodge Hotels Limited | 1285853 | 01-Oct-1986 | 1285853 | 05-Nov-1990 | Registered | 43 Int. |
| United Kingdom | TRAVELODGE Device | Travelodge Hotels Limited | 1316506 | 23-Jul-1987 | 1316506 | 06-Oct-1989 | Registered | 43 Int. |
| United Kingdom | TRAVELODGE TEDDY BEARS Logo | Travelodge Hotels Limited | 2546443 | 29-Apr-2010 | 2546443 | 06-Aug-2010 | Registered | 28 Int., 43 Int. |
| United Kingdom | TRAVELODGC | Travelodge Hotels Limited | 2348389 | 11-Nov-2003 | 2348389 | 08-Oct-2004 | Registered | 43 Int. |
| United Kingdom | WAKE UP TO | Travelodge | 2300775 | 17-May-2002 | 2300775 | 27-Jun-2003 | Registered | 41 Int., 42 Int. |

| | | | | | | | | | | |
|-----------------------|------------------------|------------------------------|----------|--|-------------|-----------|--|-------------|------------|------------------|
| | TRAVELODGE | Hotels Limited | 2301487 | | 25-May-2002 | 2301487 | | 07-Feb-2003 | Registered | 39 Int., 43 Int. |
| United Kingdom | WISEGUYS | Travelodge Hotels Limited | 2301487 | | 25-May-2002 | 2301487 | | 07-Feb-2003 | Registered | 39 Int., 43 Int. |
| United Kingdom | WORK SPACE Logo | Travelodge Hotels Limited | 2176356 | | 02-Sep-1998 | 2176356 | | 19-Feb-1999 | Registered | 35 Int., 43 Int. |
| United Kingdom | ZZZ Logo | Travelodge Hotels Limited | 2496899 | | 05-Sep-2008 | 2496899 | | 10-Apr-2009 | Registered | 43 Int. |
| Viet Nam | SLEEPING Device | Travelodge Hotels Limited | 965162 | | 30-Jul-2007 | 965162 | | 30-Jul-2007 | Registered | 43 Int. |
| Yemen, Republic of | SLEEPING Device | Travelodge Hotels Limited | 47544 | | 28-Apr-2009 | 38323 | | 10-Apr-2010 | Registered | 43 Int. |
| Yemen, Republic of | TRAVELODGE | Travelodge Hotels Limited | 6036 | | 16-Apr-1994 | 4842 | | 16-Apr-1994 | Registered | 42 Int. |
| Zambia | SLEEPING Device | Travelodge Hotels Limited | 965162 | | 30-Jul-2007 | 965162 | | 30-Jul-2007 | Registered | 43 Int. |
| Zambia | TRAVELODGE | Travelodge Hotels Limited | 991213 | | 28-Oct-2008 | 991213 | | 19-Feb-2009 | Registered | 43 Int. |
| Zimbabwe | SLEEPING Device | Travelodge Hotels Limited | 900/2007 | | 08-Aug-2007 | B900/2007 | | 19-Jan-2009 | Registered | 42 Int. |
| Zimbabwe | TRAVELODGE Stylised | Forte USA, Inc | 139/75 | | 03-Feb-1975 | B139/75 | | 03-Feb-1975 | Registered | 42 Int. |

SIGNATORIES TO DEBENTURE

Parent

EXECUTED as a deed by)
THAME AND LONDON LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director *Jo Boydell*

Signature of witness 

Name and address of witness *Gemma Levy*
Sleepy Hollow
Hylesbury Road, Thame, Oxon

Notice Details

Address: Thame and London Limited
20-22 Bedford Row
London
United Kingdom
WC1R 4JS

With a copy to: Full Moon Holdco 6 Limited


Attention of: Jo Boydell: jo.boydell@travelodge.co.uk

Mark Storey : mark.storey@travelodge.co.uk


Peter Litster : peter.lister@travelodge.co.uk

Charging Companies

EXECUTED as a deed by)
THAME AND LONDON LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

Notice Details

Address: Thame and London Limited
20-22 Bedford Row
London
United Kingdom
WC1R 4JS


With a copy to: Full Moon Holdco 6 Limited


Attention of: Jo Boydell: jo.boydell@travelodge.co.uk

Mark Storey : mark.storey@travelodge.co.uk

Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
FULL MOON HOLDCO 4 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 
Name of director Jo Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY HOLLOW
Aylesbury Road, Thame, Oxon

Notice Details

Address: Thame and London Limited
20-22 Bedford Row
London
United Kingdom
WC1R 4JS

With a copy to: Full Moon Holdco 6 Limited

Attention of: Jo Boydell: jo.boydell@travelodge.co.uk
Mark Storey : mark.storey@travelodge.co.uk
Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
FULL MOON HOLDCO 5 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

Notice Details

Address: Thame and London Limited
20-22 Bedford Row
London
United Kingdom
WC1R 4JS


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EXECUTED as a deed by)
FULL MOON HOLDCO 6 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 
Name of director *Jo Boydell*

Signature of witness 

Name and address of witness
*ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON*


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EXECUTED as a deed by)
TRAVELODGE HOTELS LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

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EXECUTED as a deed by)
TLLC LEVPROPCOI LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

Notice Details

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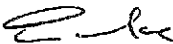
Mark Storey : mark.storey@travelodge.co.uk

Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC LEVPROPCO5 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director J. Soyden

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY HOLLOW
AYLESWICK ROAD, THAME, OXON

Notice Details

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EXECUTED as a deed by)
TLLC LEVPROPCO7 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director J. Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY Hollow
Aylesbury Road, THAME, OXON

Notice Details

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Attention of: Jo Boydell: jo.boydell@travelodge.co.uk

Mark Storey : mark.storey@travelodge.co.uk

Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC REGENT PALACE LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEP HOLLOW
AN KESBY ROAD, THAME, OXON

Notice Details

Address: Thame and London Limited
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Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC PROPHOLDCO 1 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

Notice Details

Address: Thame and London Limited
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Mark Storey : mark.storey@travelodge.co.uk

Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC GROUP HOLDINGS LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director *Jo Boydell*

Signature of witness 

Name and address of witness
*ELIZABETH LAKE
SLEEPY HOLLOW
Aylesbury Road, THAME, OXON*

Notice Details

Address: Thame and London Limited
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WC1R 4JS


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Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC HOLDINGS2 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
Sleepy Hollow
A165BURY ROAD, TRAFALGAR, OXON

Notice Details

Address: Thame and London Limited
20-22 Bedford Row
London
United Kingdom
WC1R 4JS


With a copy to: Full Moon Holdco 6 Limited

Attention of: Jo Boydell: jo.boydell@travelodge.co.uk

Mark Storey : mark.storey@travelodge.co.uk

Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC HOLDINGS3 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON


Notice Details

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20-22 Bedford Row
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WC1R 4JS


With a copy to: Full Moon Holdco 6 Limited

Attention of: Jo Boydell: jo.boydell@travelodge.co.uk
Mark Storey : mark.storey@travelodge.co.uk
Peter Litster : peter.litster@travelodge.co.uk

EXECUTED as a deed by)
TLLC HOLDINGS4 LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
SLEEPY HOLLOW
AYLESBURY ROAD, THAME, OXON

Notice Details

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Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC HOLDINGS LIMITED)
acting by a director in the presence)
of a witness)

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE
SLEEPY HOLLOW
AYCASHLEY ROAD, THAME, OXON


Notice Details

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Peter Litster : peter.lister@travelodge.co.uk

EXECUTED as a deed by)
TLLC LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness
ELIZABETH LAKE
SLEEPY HOLLOW
Aylesbury Road, Thame, Oxon

Notice Details

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EXECUTED as a deed by)
TRAVELODGE LIMITED)
acting by a director in the presence)
of a witness)

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE
SLEEPY HOLLOW
AMLESBURY ROAD, THAME, OXON ,

Notice Details

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Peter Litster : peter.litster@travelodge.co.uk

Security Agent

Signed by)
)
Authorised signatory)
For and on behalf of)
THE ROYAL BANK OF SCOTLAND PLC)



Notice Details

Address: 250 BISHOPSGATE
LONDON, EC2M 4AA

Facsimile: 0207 678 8727

Attention: ALASDAIR GARNHAM