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CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] [] [] [] [] []

00769170

Name of company

Note
Please read the notes
on page 3 before
completing this form

* TRAVELREST SERVICES LIMITED (THE "COMPANY")

insert full name
of company

~~We~~ KEVIN DAVID GRIFFIN JACKSON OF FIELD HOUSE, 147 MAIN STREET, SUTTON
BONINGTON, LOUGHBOROUGH, LEICESTERSHIRE LE12 5PE AND SIMON CHARLES
TURL OF ARDEN HOUSE, EASTWELL ROAD, SCALFORD, LEICESTERSHIRE LE14 4SS

insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors] the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

delete whichever
is inappropriate

The business of this company is:

- (a) ~~XXXXXX a recognised bank, insurance institution or the clearing of the banking account XXXX~~
(b) ~~that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~
~~XXXXXX business in the United Kingdom XXXX~~
(c) something other than the above

This company is ~~not~~ [a] holding company of* TLLC BRIDGEC01 LIMITED

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [] _____

~~XX~~
~~This holding company of this company~~

Presenter's name address and
reference (if any) :

Clifford Chance Limited
200 Aldersgate Street
London EC1A 4JJ
NJXH/ASR/S1349/10685
London-1/890727
606 LONDON

For official Use
General Section

Post room



LDS
COMPANIES HOUSE

0338
20/12/02

890727

Please do not
write in this
margin

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

The assistance is to be given to: (note 2) TLLC LIMITED WHOSE REGISTERED OFFICE IS AT
200 ALDERSGATE STREET, LONDON EC1A 4JJ

SEE SCHEDULE 1

† delete as appropriate

TLLC LIMITED WHOSE REGISTERED OFFICE IS AT 200 ALDERSGATE STREET, LONDON
EC1A 4JJ

SEE SCHEDULE 2

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

Please do not
write in this
margin

The date on which the assistance is to be given is

Within 8 weeks of the date hereof

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

~~X~~ We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

delete either (a) or
(b) as appropriate

(b) ~~X~~ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

And ~~X~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 200 ALDERSGATE STREET
LONDON
EC1A 4JJ

Declarants to sign below

Day Month Year
on 17 12 2002

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Financial Assistance Declaration (section 155(6)b)

TRAVELREST SERVICES LIMITED (Company Number 769170)

Schedule 2 to the Statutory Declaration dated 17 December 2002

The principal terms on which assistance will be given

1. By acceding to the Senior Facility Agreement by means of the Senior Accession Deed, the Subsidiary will:
 - 1.1 irrevocably and unconditionally guarantee to each Senior Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Senior Finance Documents;
 - 1.2 irrevocably and unconditionally undertake with each Senior Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Senior Finance Document, the Subsidiary shall immediately on demand pay that amount as if it was the principal obligor;
 - 1.3 irrevocably and unconditionally indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if the guarantee given under clause 17.1(a) of the Senior Facility Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - 1.4 acknowledge that its guarantee obligations are a continuing security and will extend to the ultimate balance of all amounts payable by each Obligor under any Senior Finance Document, regardless of any intermediate payment or discharge in whole or in part;
 - 1.5 acknowledge that its obligations are in addition to and are not in any way prejudiced by any other security now or subsequently held by any Senior Finance Party;
 - 1.6 acknowledge that its obligations are subject to any limitation on the amount guaranteed which is contained in the Accession Document by which the Subsidiary will become a Guarantor;
 - 1.7 agree its guarantee and indemnity obligations will not be discharged, diminished or in any way adversely affected by (amongst other things as referred to in clause 17.3(a) to (g) inclusive of the Senior Facility Agreement) any act, circumstance, omission, matter or thing which would otherwise reduce, release or otherwise exonerate the Subsidiary from any of its obligations under clause 17.1 (Guarantee) of the Senior Facility Agreement;
 - 1.8 agree that any Senior Finance Party may at any time whilst any Event of Default has occurred and is continuing:
 - (a) set off or otherwise apply amounts standing to the credit of the Subsidiary's accounts with that Senior Finance Party (irrespective of the terms applicable to

those accounts and whether or not those amounts are then due for repayment to the Subsidiary); and

- (b) set off any other obligations (whether or not then due for performance) owed by that Senior Finance Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Senior Finance Party under the Senior Finance Documents.

(where "Accession Document", "Event of Default", "Guarantor", "Senior Finance Party", "Obligor" and "Senior Finance Documents" have the meaning given to them in the Senior Facility Agreement).

- 2. By acceding to the Mezzanine Facility Agreement by means of the Mezzanine Accession Deed, the Subsidiary will:
 - 2.1 irrevocably and unconditionally guarantee to each Mezzanine Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Mezzanine Finance Documents;
 - 2.2 irrevocably and unconditionally undertake with each Mezzanine Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, the Subsidiary shall immediately on demand pay that amount as if it was the principal obligor; and
 - 2.3 irrevocably and unconditionally indemnify each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if the guarantee given under clause 15.1(a) of the Mezzanine Facility Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - 2.4 acknowledge that its guarantee obligations are a continuing security and will extend to the ultimate balance of all amounts payable by each Obligor under any Mezzanine Finance Document, regardless of any intermediate payment or discharge in whole or in part;
 - 2.5 acknowledge that its obligations are in addition to and are not in any way prejudiced by any other security now or subsequently held by any Mezzanine Finance Party;
 - 2.6 acknowledge that its obligations are subject to any limitation on the amount guaranteed which is contained in the Accession Document by which the Subsidiary becomes a Guarantor;
 - 2.7 agree its guarantee and indemnity obligations will not be discharged, diminished or in any way adversely affected by (amongst other things as referred to in clause 15.3(a) to (g) inclusive of the Mezzanine Facility Agreement) any act, circumstance, omission, matter or thing which would otherwise reduce, release or otherwise exonerate the Subsidiary from any of its obligations under clause 15.1 (Guarantee) of the Mezzanine Facility Agreement;

2.8 agree that any Mezzanine Finance Party may at any time whilst any Event of Default has occurred and is continuing:

- (c) set off or otherwise apply amounts standing to the credit of the Subsidiary's accounts with that Mezzanine Finance Party (irrespective of the terms applicable to those accounts and whether or not those amounts are then due for repayment to the Subsidiary); and
- (d) set off any other obligations (whether or not then due for performance) owed by that Mezzanine Finance Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Mezzanine Finance Party under the Mezzanine Finance Documents.

(where "Accession Document", "Event of Default", "Guarantor", "Mezzanine Finance Party", "Obligor" and "Mezzanine Finance Documents" have the meaning given to them in the Mezzanine Facility Agreement).

3. By acceding to the Junior Loan Agreement by means of the Junior Accession Deed, the Subsidiary will:

- 3.1 irrevocably and unconditionally guarantee to each Junior Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Junior Finance Documents;
- 3.2 irrevocably and unconditionally undertake with each Junior Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Junior Finance Document, the Subsidiary shall immediately on demand pay that amount as if it was the principal obligor;
- 3.3 irrevocably and unconditionally indemnify each Junior Finance Party immediately on demand against any cost, loss or liability suffered by that Junior Finance Party if the guarantee given under clause 15.1(a) of the Junior Loan Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 3.4 acknowledge that its guarantee obligations are a continuing security and will extend to the ultimate balance of all amounts payable by each Obligor under any Junior Finance Document, regardless of any intermediate payment or discharge in whole or in part;
- 3.5 acknowledge that its obligations are in addition to and are not in any way prejudiced by any other security now or subsequently held by any Junior Finance Party;
- 3.6 acknowledge that its obligations are subject to any limitation on the amount guaranteed which is contained in the Accession Document by which the Subsidiary will become a Guarantor;
- 3.7 agree its guarantee and indemnity obligations will not be discharged, diminished or in any way adversely affected by (amongst other things as referred to in clause 15.3(a) to (g) inclusive of the Junior Loan Agreement) any act, circumstance, omission, matter or

thing which would otherwise reduce, release or otherwise exonerate the Subsidiary from any of its obligations under clause 15.1 (Guarantee) of the Junior Loan Agreement;

3.8 agree that any Junior Finance Party may at any time whilst any Event of Default has occurred and is continuing:

- (a) set off or otherwise apply amounts standing to the credit of the Subsidiary's accounts with that Junior Finance Party (irrespective of the terms applicable to those accounts and whether or not those amounts are then due for repayment to the Subsidiary); and
- (b) set off any other obligations (whether or not then due for performance) owed by that Junior Finance Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Junior Finance Party under the Junior Finance Documents.

(where "**Accession Document**", "**Event of Default**", "**Guarantor**", "**Junior Finance Party**", "**Obligor**" and "**Junior Finance Documents**" have the meaning given to them in the Junior Loan Agreement).

4. By acceding to the Junior Bridge Credit Agreement by means of the Junior Bridge Accession Deed, the Subsidiary will:

- 4.1 irrevocably and unconditionally guarantee to each Junior Bridge Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Junior Bridge Finance Documents;
- 4.2 irrevocably and unconditionally undertake with each Junior Bridge Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Junior Bridge Finance Document, the Subsidiary shall immediately on demand pay that amount as if it was the principal obligor;
- 4.3 irrevocably and unconditionally indemnify each Junior Bridge Finance Party immediately on demand against any cost, loss or liability suffered by that Junior Bridge Finance Party if the guarantee given under clause 15.1(a) of the Junior Bridge Credit Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 4.4 acknowledge that its guarantee obligations are a continuing security and will extend to the ultimate balance of all amounts payable by each Obligor under any Junior Bridge Finance Document, regardless of any intermediate payment or discharge in whole or in part;
- 4.5 acknowledge that its obligations are in addition to and are not in any way prejudiced by any other security now or subsequently held by any Junior Bridge Finance Party;

- 4.6 acknowledge that its obligations are subject to any limitation on the amount guaranteed which is contained in the Accession Document by which the Subsidiary will become a Guarantor;
- 4.7 agree its guarantee and indemnity obligations will not be discharged, diminished or in any way adversely affected by (amongst other things as referred to in clause 15.3(a) to (g) inclusive of the Junior Bridge Credit Agreement) any act, circumstance, omission, matter or thing which would otherwise reduce, release or otherwise exonerate the Subsidiary from any of its obligations under clause 15.1 (Guarantee) of the Junior Bridge Credit Agreement;
- 4.8 agree that any Junior Bridge Finance Party may at any time whilst any Event of Default has occurred and is continuing:
- (a) set off or otherwise apply amounts standing to the credit of the Subsidiary's accounts with that Junior Bridge Finance Party (irrespective of the terms applicable to those accounts and whether or not those amounts are then due for repayment to the Subsidiary); and
 - (b) set off any other obligations (whether or not then due for performance) owed by that Junior Bridge Finance Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Junior Bridge Finance Party under the Junior Bridge Finance Documents.

(where "Accession Document", "Event of Default", "Guarantor", "Junior Bridge Finance Party", "Obligor" and "Junior Bridge Finance Documents" have the meaning given to them in the Junior Bridge Credit Agreement).

5. By acceding to the CM Agreement by means of the CM Accession Deed, the Subsidiary will:
- 5.1 subject to the terms of the CM Intercreditor Deed irrevocably and unconditionally guarantee to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
 - 5.2 subject to the terms of the CM Intercreditor Deed irrevocably and unconditionally undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Subsidiary shall immediately on demand pay that amount as if it was the principal obligor;
 - 5.3 subject to the terms of the CM Intercreditor Deed irrevocably and unconditionally indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if the guarantee given under clause 13.1(a) of the CM Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
 - 5.4 acknowledge that its guarantee obligations are a continuing security and will extend, subject to the terms of the CM Intercreditor Deed, to the ultimate balance of all

amounts payable by each Obligor under any Finance Document, regardless of any intermediate payment or discharge in whole or in part;

- 5.5 acknowledge that its obligations are in addition to and are not in any way prejudiced by any other security now or subsequently held by any Finance Party;
- 5.6 agree its guarantee and indemnity obligations will not be discharged, diminished or in any way adversely affected by (amongst other things as referred to in clause 13.3(a) to (g) inclusive of the CM Agreement) any act, circumstance, omission, matter or thing which would otherwise reduce, release or otherwise exonerate the Subsidiary from any of its obligations under Clause 13.1 of the CM Agreement;
- 5.7 agree that any Finance Party may at any time whilst any Event of Default has occurred and is continuing:
 - (a) set off or otherwise apply amounts standing to the credit of the Subsidiary's accounts with that Finance Party (irrespective of the terms applicable to those accounts and whether or not those amounts are then due for repayment to the Subsidiary); and
 - (b) set off any other obligations (whether or not then due for performance) owed by that Finance Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Finance Party under the Finance Documents.

(where "Event of Default", "Finance Party", "Obligor" and "Finance Documents" have the meaning given to them in the CM Agreement).

- 6. By entering into the Term Debenture, the Subsidiary will:
 - 6.1 covenant 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;
 - 6.2 charge as security for the payment of the Indebtedness in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest (to the extent of such interest) but excluding the Scottish Charged Assets and Scottish Property:
 - (a) by way of first legal mortgage all freehold and leasehold property situated in England and Wales (including the property specified in schedule 2 of the Term Debenture) together with all buildings and fixtures (including trade fixtures) on that property; and
 - (b) by way of first equitable mortgage all the Subsidiary Shares and all corresponding Distribution Rights;

(c) by way of first fixed charge:

- (i) all other interests (not charged under clause 3.1(a) of the Term Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
- (iii) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person;
- (iv) its rights now and hereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered;
- (v) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (vi) if not effectively assigned by clause 3.5 (Security Assignment) of the Term Debenture, all its rights and interests in (and claims under) the Assigned Assets;

6.3

- (a) charge by way of first legal mortgage, grant, convey, transfer and demise to the Security Agent all that and those freehold and leasehold property in the Republic of Ireland (including the properties specified in schedule 2 (Details of Properties) of the Term Debenture) belonging to it and the title to which is not registered in the Land Registry of the Republic of Ireland and all buildings and fixtures (including trade fixtures) thereon and the proceeds of sale of all or any part thereof to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Subsidiary now holds the same less the last three days of each term, subject to the proviso for redemption contained at clause 23.7 (Covenant to Release) of the Term Debenture and subject, in the case of any leasehold properties, to any necessary third parties consent being obtained;
- (b) as registered owner or, as the case may be, person entitled to be registered as owner, charge by way of first legal mortgage, grant, convey, transfer and demise to the Security Agent all that and those freehold and leasehold lands, hereditaments, premises and property in the Republic of Ireland registered under the Registration of Title Acts (including the properties specified in schedule 2 (Details of Properties) of the Term Debenture) together with all building and fixtures (including trade fixtures) thereon and

the proceeds of sale of all or any part thereof with the payment, performance and discharge of the Indebtedness subject, on the case of any leasehold properties, to any necessary third parties consent being obtained;

- (c) charge by way of first fixed charge to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged above and the benefit of any covenants for title given by or entered into by any predecessor in title and any money paid (after the date of the Term Debenture) or payable in respect of such covenants and all licences to enter upon or use the lands and the benefit of all other agreements relating to the lands with the payment and discharge of the Indebtedness; and
- (d) declare that it shall stand possessed of such of the said property as is of leasehold tenure for the last day or respective last days of the term or terms of years for which the same is held by it and for any further or other interest which it now has or may howsoever acquire or become entitled to in the same or any part thereof, in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property and further hereby irrevocably appoints the Security Agent for the time being to be its attorney, in its name and on its behalf and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of assurance of the leasehold reversion which may be desired by the Security Agent in order to vest in the Security Agent or in any purchaser of the said property or any part thereof the said leasehold reversion and any further or other interest which it has acquired or may howsoever acquire or become entitled to in the said leasehold property or any part thereof.

6.4

- (a) demise unto the Security Agent such of the freehold and leasehold property in Northern Ireland belonging to it and specified in schedule 2 of the Term Debenture and any other freehold and leasehold property vested in the Subsidiary which is situate in Northern Ireland and the title to which is not registered at the Land Registry of Northern Ireland together in all cases (to the extent that same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale or any part thereof and to hold such of the same as are of leasehold tenure for the residue now expired of the terms of years for which the same are held by the Subsidiary except the last day of any such term and to hold such of the same as are freehold tenure for the term of 10,000 years from the date of the Term Debenture, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Term Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;
- (b) charge in favour of the Security Agent all that property in Northern Ireland comprised in the folios and more particularly set out in schedule 2 of the Term Debenture together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed

plant and machinery from time to time therein or thereon and the proceeds of sale of all or any part thereof with the payment to the Security Agent of the Indebtedness and consents to the charge created by the Term Debenture being registered as a burden on such property subject to the proviso for redemption contained at clause 23.7 (Covenant to Release) of the Term Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained; and

- (c) charge to the Security Agent the proceeds of all or any part of the lands mortgaged or charged above and the benefit of all estates or interests in any freehold or leasehold property belonging to it;

- 6.5 charge as further security for the payment of the Indebtedness, with full title guarantee (to the extent applicable to the Scottish Charged Assets or Scottish Property) (save that full title guarantee shall not apply in respect of assets situate in Northern Ireland, Scotland or the Republic of Ireland) in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge and/or mortgage under clauses 3.1 (Fixed Charges) to 3.3 (Northern Irish Property) (inclusive) of the Term Debenture, granted and demised under clauses 3.2 (ROI Property) and 3.3 (Northern Irish Property) (inclusive) of the Term Debenture or assigned under clause 3.5 (Security Assignment) of the Term Debenture (to the extent applicable to the Scottish Assets or Scottish Property) including without prejudice to the generality of the foregoing within the first floating charge the Scottish Property and Scottish Charged Assets and irrespective of whether the same is secured by fixed charge or standard security or otherwise;

- 6.6 assign as further security for the payment of the Indebtedness, with full title guarantee (subject to obtaining any necessary consent to that assignment from any third party and save to the extent that full title guarantee shall not apply in respect of any assets situate in Northern Ireland, Scotland or in the Republic of Ireland), and as beneficial owner to the Security Agent all its rights, title and interest in the Assigned Assets (and shall, following written request by the Security Agent, procure the assignation to the Security Agent of those of the Assigned Agreements which are governed by Scots law) and provided that (i) on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Subsidiary re-assign to the Subsidiary its rights, title and interest in the Assigned Assets to the Subsidiary (or as it shall direct) or (ii) on disposal of a Property or Premises (or the shares in a Subsidiary owning a Property or Premises) in accordance with clause 15.3(a) (Disposals) of the CM Agreement and on prepayment of the required amount (where relevant) in accordance with clause 8.8 (Disposals) of the CM Agreement, the Security Agent will at the request and cost of the Subsidiary re-assign to the Subsidiary its right, title and interest in such part of the Assigned Assets as relates to that Property, Premises or Subsidiary (as appropriate); and

provided that, until the occurrence of an Event of Default which is continuing, but subject to clause 7.3 (Assigned Agreements) of the Term Debenture, the Subsidiary may continue to deal with the counterparties to the relevant Assigned Agreements;

6.7 agree that any Secured Party may at any time whilst any Event of Default has occurred and is continuing:

- (a) set off or otherwise apply sums standing to the credit of the Subsidiary's accounts with that Secured Party (irrespective of the terms applicable to those accounts and whether or not those sums are then due for repayment to that Secured Party); and
- (b) set off any other obligations (whether or not then due for performance) owed by that Secured Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Secured Party under the Finance Documents.

(where "Security Agent", "Assigned Assets", "Subsidiary Shares", "Distribution Rights", "Property", "Blocked Accounts", "Other Accounts", "Lease Documents", "Development Documents", "Assigned Agreements", "Secured Parties", "Indebtedness", "Default", "Security Interest", "Charged Property", "Floating Charge Assets", "Scottish Charged Assets", "Scottish Property", "Property", "Premises", "Subsidiary", "Rental Income", "Event of Default" and "Irish Premises" have the meaning given to them in the Term Debenture).

6.8 The Term Debenture contains a covenant for further assurance following request by the Security Agent, including a covenant to execute such documents and take such action as the Security Agent may reasonably require in order to create a standard security over heritable or leasehold property in Scotland and/or create any other effective security over any other Scottish Charged Assets having equivalent or similar effect to any charge or security created under the Term Debenture.

6.9 The Term Debenture shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Finance Documents or any assignment, transfer or novation of the rights and obligations of any lender or the Security Agent.

7. By entering into the Propco Leverage Debenture, the Subsidiary will:

7.1 covenant 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;

7.2 charge as security for the payment of the Indebtedness in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest (to the extent of such interest) but excluding the Scottish Charged Assets and Scottish Property:

- (a) by way of first legal mortgage all freehold and leasehold property situated in England and Wales (including the property specified in schedule 2 of the Propco Leverage Debenture) together with all buildings and fixtures (including trade fixtures) on that property; and

- (b) by way of first equitable mortgage all the Subsidiary Shares and all corresponding Distribution Rights;
- (c) by way of first fixed charge:
 - (i) all other interests (not charged under clause 3.1(a) of the Propco Leverage Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iii) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person;
 - (iv) its rights now and hereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered;
 - (v) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (vi) if not effectively assigned by clause 3.5 (Security Assignment) of the Propco Leverage Debenture, all its rights and interests in (and claims under) the Assigned Assets;

7.3

- (a) charge by way of first legal mortgage, grant, convey, transfer and demise to the Security Agent all that and those freehold and leasehold property in the Republic of Ireland (including the properties specified in schedule 2 (Details of Properties) of the Propco Leverage Debenture) belonging to it and the title to which is not registered in the Land Registry of the Republic of Ireland and all buildings and fixtures (including trade fixtures) thereon and the proceeds of sale of all or any part thereof to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Subsidiary now holds the same less the last three days of each term, subject to the proviso for redemption contained at clause 23.7 (Covenant to Release) of the Propco Leverage Debenture and subject, in the case of any leasehold properties, to any necessary third parties consent being obtained;
- (b) as registered owner or, as the case may be, person entitled to be registered as owner, charge by way of first legal mortgage, grant, convey, transfer and demise to the

Security Agent all that and those freehold and leasehold lands, hereditaments, premises and property in the Republic of Ireland registered under the Registration of Title Acts (including the properties specified in schedule 2 (Details of Properties) of the Propco Leverage Debenture) together with all building and fixtures (including trade fixtures) thereon and the proceeds of sale of all or any part thereof with the payment, performance and discharge of the Indebtedness subject, on the case of any leasehold properties, to any necessary third parties consent being obtained;

- (c) charge by way of first fixed charge to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged above and the benefit of any covenants for title given by or entered into by any predecessor in title and any money paid (after the date of the Propco Leverage Debenture) or payable in respect of such covenants and all licences to enter upon or use the lands and the benefit of all other agreements relating to the lands with the payment and discharge of the Indebtedness; and
- (d) declare that it shall stand possessed of such of the said property as is of leasehold tenure for the last day or respective last days of the term or terms of years for which the same is held by it and for any further or other interest which it now has or may howsoever acquire or become entitled to in the same or any part thereof, in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property and further hereby irrevocably appoints the Security Agent for the time being to be its attorney, in its name and on its behalf and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of assurance of the leasehold reversion which may be desired by the Security Agent in order to vest in the Security Agent or in any purchaser of the said property or any part thereof the said leasehold reversion and any further or other interest which it has acquired or may howsoever acquire or become entitled to in the said leasehold property or any part thereof.

7.4

- (a) demise unto the Security Agent such of the freehold and leasehold property in Northern Ireland belonging to it and specified in schedule 2 of the Propco Leverage Debenture and any other freehold and leasehold property vested in the Subsidiary which is situate in Northern Ireland and the title to which is not registered at the Land Registry of Northern Ireland together in all cases (to the extent that same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale or any part thereof and to hold such of the same as are of leasehold tenure for the residue now expired of the terms of years for which the same are held by the Subsidiary except the last day of any such term and to hold such of the same as are freehold tenure for the term of 10,000 years from the date of the Propco Leverage Debenture, subject to the proviso for redemption contained in clause 23.7 (Covenant to Release) of the Propco Leverage Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained;

- (b) charge in favour of the Security Agent all that property in Northern Ireland comprised in the folios and more particularly set out in schedule 2 of the Propco Leverage Debenture together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale of all or any part thereof with the payment to the Security Agent of the Indebtedness and consents to the charge created by the Propco Leverage Debenture being registered as a burden on such property subject to the proviso for redemption contained at clause 23.7 (Covenant to Release) of the Propco Leverage Debenture subject, in the case of any leasehold properties, to any necessary third party's consent being obtained; and
 - (c) charge to the Security Agent the proceeds of all or any part of the lands mortgaged or charged above and the benefit of all estates or interests in any freehold or leasehold property belonging to it;
- 7.5 charge as further security for the payment of the Indebtedness, with full title guarantee (to the extent applicable to the Scottish Charged Assets or Scottish Property) (save that full title guarantee shall not apply in respect of assets situate in Northern Ireland, Scotland or the Republic of Ireland) in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge and/or mortgage under clauses 3.1 (Fixed Charges) to 3.3 (Northern Irish Property) (inclusive) of the Propco Leverage Debenture, granted and demised under clauses 3.2 (ROI Property) and 3.3 (Northern Irish Property) (inclusive) of the Propco Leverage Debenture or assigned under clause 3.5 (Security Assignment) of the Propco Leverage Debenture (to the extent applicable to the Scottish Assets or Scottish Property) including without prejudice to the generality of the foregoing within the first floating charge the Scottish Property and Scottish Charged Assets and irrespective of whether the same is secured by fixed charge or standard security or otherwise;
- 7.6 assign as further security for the payment of the Indebtedness, with full title guarantee (subject to obtaining any necessary consent to that assignment from any third party and save to the extent that full title guarantee shall not apply in respect of any assets situate in Northern Ireland, Scotland or in the Republic of Ireland), and as beneficial owner to the Security Agent all its rights, title and interest in the Assigned Assets (and shall, following written request by the Security Agent, procure the assignation to the Security Agent of those of the Assigned Agreements which are governed by Scots law) and provided that (i) on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Subsidiary re-assign to the Subsidiary its rights, title and interest in the Assigned Assets to the Subsidiary (or as it shall direct) or (ii) on disposal of a Property or Premises (or the shares in a Subsidiary owning a Property or Premises) in accordance with clause 15.3(a) (Disposals) of the CM Agreement and on prepayment of the required amount (where relevant) in accordance with clause 8.8 (Disposals) of the CM Agreement, the Security Agent will at the request and cost of

the Subsidiary re-assign to the Subsidiary its right, title and interest in such part of the Assigned Assets as relates to that Property, Premises or Subsidiary (as appropriate); and provided that, until the occurrence of an Event of Default which is continuing, but subject to clause 7.3 (Assigned Agreements) of the Propco Leverage Debenture, the Subsidiary may continue to deal with the counterparties to the relevant Assigned Agreements;

7.7 agree that any Secured Party may at any time whilst any Event of Default has occurred and is continuing:

- (a) set off or otherwise apply sums standing to the credit of the Subsidiary's accounts with that Secured Party (irrespective of the terms applicable to those accounts and whether or not those sums are then due for repayment to that Secured Party); and
- (b) set off any other obligations (whether or not then due for performance) owed by that Secured Party to the Subsidiary,

against any matured liability of the Subsidiary to the relevant Secured Party under the Finance Documents.

(where "Security Agent", "Assigned Assets", "Subsidiary Shares", "Distribution Rights", "Property", "Blocked Accounts", "Other Accounts", "Lease Documents", "Development Documents", "Assigned Agreements", "Secured Parties", "Indebtedness", "Default", "Security Interest", "Charged Property", "Floating Charge Assets", "Scottish Charged Assets", "Scottish Property", "Property", "Premises", "Subsidiary", "Rental Income", "Event of Default" and "Irish Premises" have the meaning given to them in the Propco Leverage Debenture).

7.8 The Propco Leverage Debenture contains a covenant for further assurance following request by the Security Agent, including a covenant to execute such documents and take such action as the Security Agent may reasonably require in order to create a standard security over heritable or leasehold property in Scotland and/or create any other effective security over any other Scottish Charged Assets having equivalent or similar effect to any charge or security created under the Propco Leverage Debenture.

7.9 The Propco Leverage Debenture shall remain in full force and effect notwithstanding any amendments, variations or novations from time to time of the Finance Documents or any assignment, transfer or novation of the rights and obligations of any lender or the Security Agent.

8. By executing the Inter-Company Loan Agreement, the Subsidiary:

8.1 will make a loan available to the Borrowers and borrow money from the Lenders, to enable the Subsidiary and the Borrowers to, amongst other things and where applicable, repay borrowings under the Facilities Agreements and reduce liabilities incurred for the purpose of the acquisition of Travelrest Services Limited; and

- 8.2 has the right to demand repayment of any Advance made by the Subsidiary to a Borrower at any time or as otherwise agreed between such Borrower and the Subsidiary.

(where "**Advance**", "**Facilities Agreements**", "**Lenders**" and "**Borrower**" shall have the meanings given to them in the Inter-Company Loan Agreement)

9. By executing the Letter of Support, the Borrowers(as defined therein) will agree to make funds available to the Lenders (as defined therein) on request to ensure that the Lenders can pay their debts as they fall due;
10. By entering into the Intercreditor Deed, the Subsidiary will (amongst other things) agree to:
- 10.1 covenant in favour of the Commercial Mortgage Security Agent to pay the PropCo Debt to the Commercial Mortgage Security Agent when the same falls due for payment provided that payment to the Commercial Mortgage Agent (or direct to the Commercial Mortgage Hedging Lender in the case of Commercial Mortgage Hedging Liability) under the relevant Finance Documents will be a good discharge of covenant.
- 10.2 subordinate its right to repayment of monies due to it in relation to Intra-Group Debt in certain circumstances and to the ranking of priority between the Finance Parties and the creditors of Intra-Group Debt; and
- 10.3 indemnify the Lenders and the Security Agent for certain costs, claims, expenses and liabilities under the Intercreditor Deed.

(where "**PropCo Debt**", "**Commercial Mortgage Hedging Lender**" and "**Commercial Mortgage Hedging Liability**", "**Commercial Mortgage Security Agent**", "**Commercial Mortgage Agent**", "**Intra-Group Debt**", "**Finance Parties**" and "**Finance Documents**" have the meaning given to them in the Intercreditor Deed.)

11. By entering into the CM Intercreditor Deed, the Subsidiary will (amongst other things) agree to:
- 11.1 covenant in favour of the Security Agent to pay its relevant Debt to the Security Agent when the same falls due for payment provided that payment to the relevant Finance Parties under the relevant Finance Documents will be a good discharge of covenant.
- 11.2 indemnify the Finance Parties for certain liabilities, losses costs, claims, expenses, liabilities and interest under the CM Intercreditor Deed.

(where "**its relevant Debt**", "**Finance Parties**", "**Security Agent**" and "**Finance Documents**" have the meaning given to them in the CM Intercreditor Deed.)

12. The Subsidiary's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

Deloitte & Touche
180 Strand
London WC2R 1BL

Tel: National 020 7438 3000
International + 44 20 7438 3000
Fax: 020 7831 1133
www.deloitte.co.uk

**Deloitte
& Touche**

The Directors
TRAVELREST SERVICES LIMITED
Parklands Court
24 Parklands
Birmingham Great Park
Rubery
Birmingham
West Midlands B45 9PZ

AUDITORS' REPORT TO THE DIRECTORS OF TRAVELREST SERVICES LIMITED (COMPANY NO: 769170) (THE "COMPANY") LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 17 December 2002 in connection with the proposal that TLLC BRIDGECO2 LIMITED (Company no: 4588943) should give financial assistance for the purpose of the acquisition of the entire issued share capital of Travelrest Services Limited.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Deloitte & Touche
Registered Auditors
London

17 December 2002

**Deloitte
Touche
Tohmatsu**

Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, Reading, St Albans and Southampton.

Principal place of business at which a list of partners' names is available: Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

Authorised by the Financial Services Authority in respect of regulated activities.