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COMPANIES FORM No. 395

170177 / 870

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

Name of company

* Stickpad Limited (the "Chargor")

Date of creation of the charge

15th December, 2003

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

Security Agreement (the "Deed") dated 15th December, 2003 between, amongst others, the Chargor and The Royal Bank of Scotland PLC as agent and trustee for the Finance Parties.

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which that Obligor is a party, except for any obligation or liability which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 or Article 58 of the Companies (Jersey) Law 1991 (the "Secured Liabilities").

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

The Royal Bank of Scotland PLC (the "Facility Agent") of 2 1/2 Devonshire Square, London EC2 4BB as agent and trustee for the Finance Parties.

Postcode

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

Allen & Overy
One New Change
London EC4M 9QQ

11398-01699 MJD

BK:1186772

Time critical reference

For official Use
Mortgage Section



LD4
COMPANIES HOUSE

L7863RCW

0423
31/12/03

CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

See Continuation Sheet.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy

Date

29 December 2003

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

1. General

- (a) All the security created under the Deed:
- (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and, in relation to assets situated in Scotland or otherwise governed by Scots law, is granted with absolute warrandice.
- (b) Notwithstanding any other provision of the Deed, if the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
- (i) the Chargor must notify the Facility Agent promptly;
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.
- (c) The Facility Agent holds the benefit of the Deed and all security created by or pursuant to the Deed on trust for the Finance Parties.

2. Land

- (a) The Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (but excluding any Disposal Property) now owned by it to the extent such property is located in England or Wales; this includes the real property (if any) specified in Schedule 1 (Security Assets) to this Form 395 under the heading **Real Property** (but, for the avoidance of doubt, does not include the Disposal Estate); and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all present and future estates or interests in any such freehold or leasehold property (but excluding any Disposal Property).
- subject, in the case of any leasehold properties to any necessary third party's consent to such mortgage being obtained (the charge in relation to any such leasehold property to take effect immediately on such consent being obtained).
- (b) A reference in paragraph (a) above to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. Investments

(a) The Chargor charges:

- (i) by way of a first equitable mortgage all shares in any company owned by it, or held by any nominee on its behalf, including shares in the companies listed in Schedule 2 (Shares) to this Form 395 (but excluding shares in any company incorporated or registered in Scotland; and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf. The Chargor hereby pledges and assigns to the Facility Agent all its right, title and interest from time to time in and to the shares owned by it or held by any nominee on its behalf in any company incorporated or registered in Scotland including such companies incorporated or registered in Scotland as are listed in Schedule 2 (Shares) to this Form 395, together with all other shares, stocks, bonds or other securities and investments owned by it or held by any nominee on its behalf which are transferred or delivered to the Facility Agent or its nominee or otherwise agreed to be held on the terms of the Deed.

(b) A reference in paragraph (a) above to a mortgage or pledge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

4. Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

5. Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it.

6. Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

7. Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

8. Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any agreement to which it is a party (including but not limited to any loan agreement or other arrangement effecting any loan made to any member of the Group) except to the extent that it is subject to any fixed security created under any other term of the Deed; this includes the agreements (if any) specified in Schedule 1 (Security Assets) to this Form 395 under the heading Relevant Contracts;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

9. Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any Intellectual Property Rights including the patents and trademarks (if any) specified in Schedule 1 (Security Assets) to this Form 395 under the heading Specific Intellectual Property Rights; or
- (b) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

10. Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

11. Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed and all assets situated in Scotland or otherwise governed by Scots law whether or not so mortgaged, charged or assigned.
- (b) Except as provided below, the Facility Agent may (to the extent competent) by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding and has been declared by the Facility Agent under clause 23.21 (Acceleration) of the Credit Agreement; or
 - (ii) the Facility Agent reasonably believes those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy.
- (c) Each floating charge created by the Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) Each floating charge created by the Deed will (to the extent competent) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed to the Chargor or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) Each floating charge created by the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) Each floating charge created by the Deed will rank in priority to all Security Interests created by the Chargor before, on or after the date of the Deed, save for fixed securities granted in favour of the Facility Agent (which shall rank prior to the relevant such floating charges) and for Security Interests permitted by the Finance Documents (which shall rank prior to or equally with the relevant such floating charges if required to so rank pursuant to the relevant Finance Documents).

12. Restrictions on Dealings

The Chargor may not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than pursuant to any Security Document; or

- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
except as permitted under the Credit Agreement.

In this Form 395:

Accession Agreement means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent may approve.

Additional Borrower means a member of the Target Group which becomes a Borrower after the date of the Credit Agreement.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Administrative Party means a Mandated Lead Arranger or the Facility Agent.

Agreed Security and Guarantee Memorandum means the memorandum setting out the security and guarantees provided or to be provided by the Group and accepted by the Facility Agent in satisfaction of the relevant documentary condition precedent.

Amber Newcos means Amber 1, Amber 1A and Amber 2 as shown in the Completion Steps Paper.

BidCo means Spirit Amber BidCo Limited (registered number 04872046).

Borrower means the Company or an Additional Borrower.

Company means Spirit Amber Parent Limited (registered number 4872039).

Completion Steps Paper means the documents prepared by Slaughter and May comprising:

- (a) the set of 14 diagrams entitled "Payment Obligations";
- (b) the paper entitled "Project Amber – Detailed Step List";
- (c) the diagram entitled "Cash Flows"; and
- (d) the paper entitled "Project Amber – Completion: Cash Flows",

in each case approved by the Facility Agent as a condition precedent.

Credit Agreement means the £2,500,000,000 credit agreement originally dated 5th October, 2003 as amended pursuant to a supplemental agreement dated 31st October, 2003 and from time to time between (among others) Spirit Amber Parent Limited (registered number 4872039) and the Facility Agent.

Disposal Estate means those assets described in Schedule 3 (Disposal Properties) to this Form 395, to the extent such assets are beneficially owned by a member of the Target Group.

Disposal Property means any of those assets listed in Schedule 3 (Disposal Properties) to this Form 395, to the extent such asset is beneficially owned by a member of the Target Group.

Event of Default means an event specified as such in clause 23 (Default) of the Credit Agreement.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company and the Parent setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) a Fee Letter;
- (d) a Transfer Certificate;
- (e) an Accession Agreement;
- (f) the Priority Deed;
- (g) a Hedging Document; or
- (h) any other document designated as such by (i) either the Mandated Lead Arrangers or the Facility Agent and (ii) the Company.

The term Finance Document includes all amendments and supplements including supplements providing for further advances.

Finance Party means a Lender, a Hedging Counterparty or an Administrative Party.

Group means the Parent and its Subsidiaries.

Guarantor means the Company, BidCo, the Parent, Intermediate Holdings, each Amber Newco, an Original Guarantor or an Additional Guarantor.

Hedging Counterparty means any hedging counterparty which has entered into a Hedging Document and is party to the Priority Deed as a hedging counterparty.

Hedging Documents means any ISDA master agreement and other currency or interest hedging agreements or documents which may be entered into by a member of the Group as contemplated in a Hedging Letter.

Hedging Letter means a letter dated on or about the date of the Credit Agreement between the Company and the Facility Agent relating to the hedging to be effected by the Group.

Intellectual Property Rights means:

- (a) any right of confidence in respect of know-how, patent, right in any trade mark, service mark, design, or business name, or similar intellectual property right;
- (b) any copyright, database right or similar intellectual property right;

in each case whether registered or not, and including any related application.

Intermediate Holdings means Spirit Intermediate Holdings Limited (registered number 4914762).

Lender means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

Mandated Lead Arrangers means Barclays Capital (the investment banking division of Barclays Bank PLC), Citigroup Global Markets Limited, Merrill Lynch International and The Royal Bank of Scotland plc.

Obligor means a Borrower or a Guarantor.

Original Guarantors means Spirit Amber BidCo Limited (registered number 4872046), Spirit Amber Holdings Limited (registered number 4872028) and Spirit Amber Parent Limited (registered number 4872039).

Original Lenders means Barclays Bank PLC, Citibank N.A., Merrill Lynch Commercial Finance Corporation and The Royal Bank of Scotland plc.

Parent means Spirit Amber Holdings Limited (registered number 4872028).

Party means a party to the Credit Agreement.

Priority Deed means the subordination agreement dated on or about the date of the Credit Agreement between, among others, the Parties and certain other creditors of the Group.

Security means any security created pursuant to the Deed.

Security Agreement means a security agreement creating fixed and/or floating security interests substantially in the form agreed between the Facility Agent and the Company.

Security Assets means all assets of the Chargor the subject of any security created by or pursuant to the Deed.

Security Document means:

- (a) each Security Agreement; and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents including, without limitation, standard securities over and assignments of rent relative to land in Scotland and pledges of shares in Scottish companies as anticipated in the Agreed Security and Guarantee Memorandum.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a substantially similar legal effect or having the effect of creating security over an asset in favour of any person.

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Target means each of Aspect Ventures Limited (Registered number 2468264), Cleveland Place Holdings Limited (Registered number 57987), Partstripe Limited (Registered number 4555293), S&N Pubs and Restaurants Limited (Registered number SC086166), S&N Retail (Northampton) Limited (Registered number 4090163), Scottish & Newcastle Retail Limited (Registered number 379485) and Scottish & Newcastle Retail Pensions Limited (Registered number 2862968).

Target Group means each Target and its respective Subsidiaries.

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company.

SCHEDULE 1
SECURITY ASSETS
REAL PROPERTY

None

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

None

RELEVANT CONTRACTS

None

SCHEDULE 2

SHARES

None

DISPOSAL PROPERTY/DISPOSAL ESTATE

Disposal Properties												
Lodges and co-located pubs												
Unit Code	House	Town	Address	Postcode	Region	Co-located Pub At This Site?	Co-located Pub is a Disposal Property?	Type of pub				
C0154	Queen Eleanor	Northampton	London Road	NN4 0JN	East Midlands	Yes	Yes	Homespread				
C0487	Winning Post	Twickenham	Chertsey Road	TW2 6LS	London	Yes	Yes	Country Carvery				
C1100	Cold Harbour	Swindon	Ermine Street	SN2 4DJ	South West	Yes	No	Chef & Brewer				
C1124	George	Gravesend	Heavercourt Road	DA12 5UQ	South East	Yes	No	Country Carvery				
C1408	Nags Head	Huddersfield	New Hey Road	HD2 2EA	Yorkshire and Humberside	Yes	Yes	Country Carvery				
C1916	Swan	Warrington	Golborne Rd	WA2 8LF	North West	Yes	No	Chef & Brewer				
C2030	Blackbrook Inn	Taunton	Ilminster Rd	TA3 5LU	South West	Yes	Yes	Country Carvery				
C3834	Halfway House	Southend On Sea	213 Eastern Esplanade	SS1 3AD	South East	Yes	No	Country Carvery				
C3852	Moby Dick	Romford	Whalebone Lane North	RM6 6QU	South East	Yes	Yes	Country Carvery				
C4012	Bristol/Bed - Llandoger Trow	Bristol	Little King Street	BS1 4ER	South West	Yes	No					
C4057	Burnbrae	Glasgow	Milngavie Rd	G61 3TA	Scotland	Yes	No	Chef & Brewer				
C4129	Gatwick Manor Hotel	Nr Crawley	London Road	RH10 2ST	South East	Yes	No	Chef & Brewer				
C5051	Cedar Tree	Caerphilly	Corbett Lane	CF8 3HX	Wales	Yes	No	Country Carvery				
C6210	Blue Cap	Northwich	Chester Road	CW8 2DN	North West	Yes	No	Chef & Brewer				
C6226	Bulls Head	Wilmslow	30 Wilmslow Rd	SK9 3EW	North West	Yes	No	Chef & Brewer				
C7554	Queen Adelaide	Ewell	272 Kingston Rd	KT19 0HH	South East	Yes	Yes	Country Carvery				

Continuation Sheet

C7796	Slough Lodge	Premier Slough	76 Uxbridge Road	SL1 1SU	South East	No	Not Applicable	
C8160	London Edgware Premier Lodge	Edgware	435 Burnt Oak Broadway	HA8 6JH	London	No	Not Applicable	
P0530	York City Centre Premier Lodge	York	20 Blossom Street	YO24 1AJ	Yorkshire and Humberside	No	Not Applicable	
P0889	Liverpool - Henry's Cafe Bar	Liverpool	45 Victoria Street	L1 6BQ	North West	No	Not Applicable	
P0902	Quinceys - Bristol	North Bristol	Shield Retail Park	BS12 7AA	South West	Yes	No	
P0906	Millers Northwich	- Northwich	London Road	CW9 8EG	North West	Yes	Yes	Millers
P0909	Quinceys Sunderland	- Sunderland	Timber Beach Road	SR5 3XG	Northern	Yes	No	
P0977	Southwark - Anchor Bankside	- London	34 Park Street	SE1 9EF	London	Yes	No	
P1106	Knutsford North Premier Lodge	Knutsford	Bucklow Hill	WA16 6RD	North West	Yes	No	
P1171	De Trafford	Alderley Edge	Congleton Road	SK9 7AA	North West	Yes	No	Chef & Brewer
P1193	Berkshire Arms	Nr Newbury	Bath Road	RG7 5UX	South East	Yes	No	Chef & Brewer
P1206	Fairmile	Cobham	Portsmouth Road	KT11 1BW	South East	Yes	Yes	Millers Kitchen
P1216	Quays - Basildon	Basildon	Pipshill Road South	SS14 3GD	South East	Yes	No	
P1217	Goffs Park	Crawley	45 Goffs Park Road	RH11 8AX	South East	Yes	Yes	Henry's Table
P1219	Heathside	Tadworth	Brighton Road	KT20 6BW	South East	Yes	Yes	Henry's Table
P1227	Old Bell	Reading	Grazeley Green	RG7 1LS	South East	Yes	No	Millers Kitchen
P1230	Robin Hood	Bognor Regis	Shirpney Road	PO22 9PA	South East	Yes	Yes	Henry's Table
P1234	Vauxhall Inn	Tonbridge	Vauxhall Lane	TN11 0NA	South East	Yes	No	Chef & Brewer
P1235	Vine Inn	Southampton	Romsey Road	SO51 6ZJ	South East	Yes	Yes	Millers Kitchen
P1240	Wateringbury	Maidstone	Tonbridge Road	ME18 5NS	South East	Yes	No	Chef & Brewer
P1241	Wheatshaf Hotel	Nr Basingstoke	North Waltham	RG25 2BB	South East	Yes	No	Chef & Brewer
P1242	Bay Horse	Wigan	53 Warrington Road	WN4 9PJ	North West	Yes	No	Millers Kitchen
P1243	Boddington Arms	Blackburn	Mysercough Road	BB2 7LB	North West	Yes	No	
P1244	Charnley Arms	Nr Wigan	Almond Brook Road	WN6 0SS	North West	Yes	Yes	Millers Kitchen

Continuation Sheet

P1248	County Hotel	Lytham St Annes	Church Road	FY8 5LH	North West	Yes	Yes	Henry's Table
P1260	Derby Lodge	Huyton	Roby Road	L36 4HD	North West	Yes	No	Henry's Table
P1264	Fairfield Arms	Kirkham	Fleetwood Road	PR4 3HE	North West	Yes	No	Millers Kitchen
P1265	Gosling Bridge Inn	Carlisle	Kingstown Road	CA3 0AT	Northern	Yes	No	Millers Kitchen
P1268	Henry Boddington	Salford	219 Bolton Road	M27 8TJ	North West	Yes	Yes	Henry's Table
P1282	New Ellesmere	Manchester	East Lancs Road	M27 0AA	North West	Yes	Yes	Millers Kitchen
P1284	Ship Inn	Rainhill	804 Warrington Road	L35 6PE	North West	Yes	Yes	Henry's Table
P1287	Waterside	St Helens	Garswood Old Road	WA11 7LX	North West	Yes	No	Henry's Table
P1289	Wilton Arms Hotel	Middleton	818 Manchester Old Road	M24 4RF	North West	Yes	No	Henry's Table
P1292	Millers - Chorley	Chorley	Bolton Road	PR7 4AB	North West	Yes	No	Millers
P1299	Caldecotte Arms	Milton Keynes	Bletchern Way	MK7 8HP	South East	Yes	Yes	Millers Kitchen
P1304	Cross Roads Hotel	Weedon	High Street	NN7 4PX	East Midlands	Yes	No	Chef & Brewer
P1310	Foxlydiate	Redditch	Birchfield Road	B97 6PX	West Midlands	Yes	Yes	Millers Kitchen
P1312	Furzton Lake	Milton Keynes	Shirwell Crescent	MK4 1GA	South East	Yes	Yes	Henry's Table
P1322	Old Nelson	Stroud	Stratford Road	GL5 4AF	South West	Yes	Yes	Millers Kitchen
P1326	Quays - Northampton	Northampton	Crow Lane	NN3 9DA	East Midlands	Yes	Yes	Millers
P1328	Ship Inn	Bristol	Thornbury Road	BS12 2LL	South West	Yes	No	Millers Kitchen
P1338	Sidcot	Winscombe	Bridgwater Road	BS25 1NN	South West	Yes	No	Henry's Table
P1339	Swan Inn	Bromsgrove	Worcester Road	B61 7ET	West Midlands	Yes	No	Millers Kitchen
P1341	Twigworth	Twigworth	Tewkesbury Road	GL2 9PG	South West	Yes	No	Millers Kitchen
P1343	Wobbly Wheel	Banbury	Warwick Road	OX17 1JJ	South East	Yes	No	Millers Kitchen
P1344	Boddington Arms	Wilmslow	Racecourse Road	SK9 5LR	North West	Yes	No	
P1345	Bowman	Nottingham	Nottingham Road	NG15 7PY	East Midlands	Yes	No	Millers Kitchen
P1346	Cat & Lion	Warrington	Tarporley Road	WA4 4NB	North West	Yes	No	Millers Kitchen
P1347	Egerton Arms	Bache	76 Liverpool Road	CH2 1AU	North West	Yes	No	Millers Kitchen
P1348	George & Dragon	Altrincham	Manchester Road	WA14 4PH	North West	Yes	No	
P1349	Kilton Inn	Knutsford	Warrington Road	WA16 0PZ	North West	Yes	No	Chef & Brewer
P1351	Oast House	Derby	Ornaston Park Road	DE23 8AG	East Midlands	Yes	Yes	Henry's Table
P1352	Old Rectory	Stockport	48 Churchgate	SK1 1YG	North West	Yes	Yes	Henry's Table

Continuation Sheet

P1353	Peacock Hotel	Nantwich	221 Crewe Road	CW5 6NE	North West	Yes	Yes	Millers Kitchen
P1354	Pelican Inn	Altrincham	Manchester Road	WA14 5NH	North West	Yes	Yes	Henry's Table
P1356	Millers - Halifax	Halifax	Salterhebble Hill	HX3 0QT	Yorkshire and Humberside	Yes	Yes	Millers
P1357	Millers - Macclesfield	Macclesfield	Congleton Road	SK11 6XD	North West	Yes	No	Millers
P1359	Tudor Rose	Wirral	Parkgate Road	CH66 9PD	North West	Yes	No	Henry's Table
P1373	Twelfth Man	Wirral	Greasby Road	L49 2PP	North West	Yes	Yes	Country Carvery
P1375	Ansty Arms	Coventry	Combe Fields Road	CV7 9JP	West Midlands	Yes	Yes	Millers Kitchen
P1377	Fradley Arms Hotel	Lichfield	Rykneld St	WS13 8RD	West Midlands	Yes	Yes	Millers Kitchen
P1378	Gynsills	Leicester	Leicester Road	LE3 8HB	East Midlands	Yes	Yes	Millers Kitchen
P1385	Horse & Hounds	Oadby	Glen Rise	LE2 4RQ	East Midlands	Yes	No	Millers Kitchen
P1389	Millers - Sutton Coldfield	Sutton Coldfield	Whitehouse Common Road	B75 6HD	West Midlands	Yes	Yes	Millers
P1394	Castleford Premier Lodge	Castleford	Off Pioneer Way	WF10 5TG	Yorkshire and Humberside	No	Not Applicable	
P1405	Green Man Inn	Syresham, brackley	Main Road	NN13 5TX	East Midlands	Yes	No	Chef & Brewer
P1614	Manchester GMEX 1 Henry's Café Bar	Manchester	7 Lower Mosley Street	M2 3DW	North West	No	Not Applicable	
P1645	Thurrock Premier Lodge	West Thurrock	Stonehouse Lane	RM19 1NS	South East	No	Not Applicable	
P1674	Gatwick South Premier Lodge	Crawley	Crawley Avenue	RH10 2NF	South East	No	Not Applicable	
P1677	Newcastle CC Premier Lodge	Newcastle Upon Tyne	Exchange Building	NE1 3UG	Northern	No	Not Applicable	
P5573	Warrington Central Premier Lodge	Warrington	Manchester Road	WA3 4GB	North West	No	Not Applicable	
P6041	London Wembley Premier Lodge	Wembley	151 Wembley Park Drive	HA9 8HQ	London	No	Not Applicable	
P6042	Barking Premier	Barking	High Bridge Road	IG11 7BA	London	No	Not	

Continuation Sheet

	Lodge								Applicable	
S1201	Edinburgh Premier Lodge	CC Edinburgh	Grassmarket	EH1 2JR	Scotland	No	Not Applicable		Not Applicable	
S1870	Aberdeen Premier Lodge	City Aberdeen	Invelair House	AB24 5AR	Scotland	No	Not Applicable		Not Applicable	
S1871	Sheffield Premier Lodge	Sheffield	Meadow Hall	S92 1YL	Yorkshire and Humberside	No	Not Applicable		Not Applicable	
S2104	City Limits Croydon	- Croydon	Unit F2104 The Colonnades	CR0 5RJ	London	Yes	No		City Limits	
S2858	Waggon Team	Gateshead	Lobley Hill	NE11 9NA	Northern	Yes	No		Country Carvery	
S3363	Crown Inn	Nr St Neots	Great North Road	PE19 3EN	East Anglia	Yes	No		Chef & Brewer	
S3928	Grange	Chelmsford	Main Road	CM3 3HJ	South East	Yes	No		Chef & Brewer	
S3929	Bakers Arms	Waltham Abbey	Sewardstone Road	EN9 3QF	South East	Yes	No		Chef & Brewer	
S3932	Shire Horse	Stafford	Hurricane Close	ST16 1GZ	West Midlands	Yes	No		Chef & Brewer	
S3944	Manchester Premier Lodge	Ctr Manchester	Victoria Bridge Street	M3 5AS	North West	No	Not Applicable			
S4170	Cross Keys	Middlesborough	Upsall	TS14 6RW	Northern	Yes	No		Chef & Brewer	
S4191	Millers Pontefract	- Pontefract	Great North Road	WF8 3BL	Yorkshire and Humberside	Yes	No		Millers	
S4500	Millers - Kings Langley	Kings Langley	Hempstead Road	WD4 8BR	South East	Yes	Yes		Millers	
S4554	Millers Nottingham	- Nottingham	Loughborough Road	NG11 6LS	East Midlands	Yes	Yes		Millers	
S4606	Bell Tree	Dundee	Pannurefield Road	DD5 3TS	Scotland	Yes	No		Chef & Brewer	
S4610	Millers - Preston	Preston	Lostock Lane	PR5 6BA	North West	Yes	Yes		Millers	
S4621	Glasgow Premier Lodge	Glasgow	10 Elmbank Gardens	G2 4PP	Scotland	No	Not Applicable			
S4624	Brighton Premier Lodge	Brighton	144 North Street	BN1 1RE	South East	No	Not Applicable			
S4759	Millers Woolington	- Newcastle Tyne	Callerton Lane Ends	NE13 8DF	Northern	Yes	Yes		Millers	
S4789	Outside Inn Dundee	- Dundee	Camperdown Leisure Park	DD2 3SQ	Scotland	Yes	Yes		Outside Inns	

Continuation Sheet

S4796	Outside Inn Larbert	- Falkirk	Glenbervie Park	Business	FK5 4EG	Scotland	Yes	No	Outside Inns
S4879	Outside Inn Mottram	- Nr Hyde	Stockport Road		SK14 3AU	North West	Yes	Yes	Outside Inns
S5045	Outside Inn Birmingham	- Parkway - Rubery	Birmingham Park	Great	B45 9PA	West Midlands	Yes	No	Outside Inns
S5047	Heathley Park	Leicester	Groby Road		LE3 9QE	East Midlands	Yes	No	Homespreads
S5575	Old Spot	Nottingham	101 Mansfield Road		NG5 6BH	East Midlands	Yes	Yes	Barest
S5614	Poole Premier Lodge	Poole	Cabot Lane		BH17 7BX	South West	No	Not Applicable	
S5699	Shepherds Rest	Westhill, Aberdeen	Arnhall		AB32 6UF	Scotland	Yes	No	Chef & Brewer
S5903	Wheatstone Inn	Gloucester	Barnwood Fields		GL4 3HR	South West	Yes	No	Chef & Brewer
S6022	Leeds City West Premier Lodge	Leeds	City West One Office Park		LS12 6SN	Yorkshire and Humberside	No	Not Applicable	
S6038	Outside Inn Blackpool	- Blackpool	Hallam Way		FY4 5LY	North West	Yes	Yes	Outside Inn
S6039	Millers - Dover	Dover	Marine Parade		CT16 1LU	South East	Yes	Yes	Millers
S6257	Watford Premier Lodge	Watford	Water Lane		WD17 2NJ	South East	No	Not Applicable	
S6624	Roebuck	Bilsborrow	Garstang Road		PR3 0RN	North West	Yes	No	Chef & Brewer
S6758	Malthouse Farm	Whittle-le-woods	Moss Lane		PR6 8AB	North West	Yes	No	Chef & Brewer
S6764	Cuddie Brae	Edinburgh	Newcraighall Roundabout		EH21 8SG	Scotland	Yes	No	Chef & Brewer
S6766	Manchester GMEX 2	Manchester	River Street		M15 5FJ	North West	No	Not Applicable	
S6950	Birmingham NEC Premier Lodge	Birmingham	Northway Nec		B40 3QE	West Midlands	No	Not Applicable	
S6951	Nottingham Premier Lodge	CC Nottingham	Island Site		NG2 4UU	East Midlands	No	Not Applicable	
S8158	Old Orleans Broad Street	- Birmingham	80 Broad Street		B15 1LY	West Midlands	Yes	No	Old Orleans
S9170	Crowwood House Hotel	Glasgow	Muirhead		G69 9BJ	Scotland	Yes	No	

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S9301	Cocket Hat	Aberdeen	North Anderson Drive	AB15 6DW	Scotland	Yes	Yes	Homespreads
S9712	Peel Park	Glasgow	Eaglesham Road	G75 8LW	Scotland	Yes	No	Homespreads
Lodge Pipeline								
Unit Code	House	Town	Address	Postcode	Region			
N/A	Premier Lodge	Brighouse	Wakefield Road	N/A	Yorkshire and Humberside	Yes		
N/A	Mundy Arms	Derby	85 Ashbourne Road	N/A	East Midlands	Yes		
N/A	Swinging Bridge	Manchester	Redclyffe Road	N/A	North West	Yes		
N/A	Rushcutters	Norwich	46 Yarmouth Street	N/A	East Anglia	Yes		
N/A	Premier Lodge	Brentford	Ferry Lane/Goat Wharf	N/A	South East	No		
N/A	Premier Lodge	London	Albion Yard Bloack	N/A	London	No		
N/A	Premier Lodge	Southampton	Southampton Airport	N/A	South East	No		
N/A	Premier Lodge	Edinburgh	Lauriston House	N/A	Scotland	No		
N/A	Premier Lodge	Chichester	Chichester Gate Leisure Park	N/A	South East	No		
N/A	Premier Lodge	Plymouth	Sutton Park	N/A	South West	No		

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03734363

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 15th DECEMBER 2003 AND CREATED BY STICKPAD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —