

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use Company number

113

03794854

Name of company

* SPIRIT GROUP RETAIL LIMITED

* Insert full name
of company

I, BENEDICT SMITH
of FLAT 9, 62 ECCELESTON SQUARE, LONDON

† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) ~~(part)~~ **BTS**

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge ‡ 15 December 2003- Security Agreement (the "Deed") dated 15 December 2003

Date of Registration § 31 December 2003

Name and address of [chargee] ~~[trustee for the debenture holders]~~ **BTS**
The Royal Bank of Scotland PLC, 2 1/2 Devonshire Square, London EC2 4BB (the "Facility Agent")

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ø Please see attached continuation sheets and schedules.

ø Insert brief
details of
property

And I 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 56 Bank Street Declarant to sign below
London

Benedict Smith

Day Month Year
on 09 12 2004

before me

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

AGNES CORLESS
A Scrivener Notary
empowered to administer Oaths

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

Slaughter and May (Ref:MSXH/NLG)
One Bunhill Row
London
EC1Y 8YY

Spirit_SpGrRetailLim(3)_403a_08-12-04

For official use
Mortgage section



A22
COMPANIES HOUSE
LD6
COMPANIES HOUSE

0529
16/12/04
0216
09/12/04

Continuation Sheet

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:

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- (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:

Continuation Sheet

- (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;

Continuation Sheet

- (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

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.

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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.

Spirit Group Retail Limited (03794854)

Continuation Sheet

SCHEDULE 1

SECURITY ASSETS

REAL PROPERTY

Old Orleans, Brighton, BN1 1HE

Title numbers: ESX132445 and ESX147771

Ansty Arms, Combe Fields Road, Coventry, West Midlands, CV7 9JP

Title numbers: WK251241 and WK251242

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Registered Trade Marks

Mark	Country	Registration number	Class	Application Date
A MILLERS KITCHEN	UK	1374661	42	28 Feb 1989
ALE "N" HEARTY	UK	2119587	42	27 Dec 1996
BAJA BEACH CLUB	UK	1529973	42	18 Mar 1993
BAJA BEACH CLUB	UK	2300019	41, 43	8 May 2002
Baja BEACH CLUB	UK	2301091	25	21 May 2002
BAR 2000	CTM	193318	25, 32, 33, 42	1 Apr 1996
BAR 2000	UK	2048071	42	9 Dec 1995
BAR 38	CTM	2544575	25, 32, 33, 43	22 Jan 2002
BAR 38 (SERIES OF 4)	UK	2138107	25, 32, 33, 42	4 Jul 1997
BAR OZ	UK	2152098	25, 42	27 Nov 1997
BAR OZ (DEVICE)	UK	2131425	42	30 Apr 1997
BAR VIN RELAXED BUT STYLISH	UK	2128292	41, 42	3 Apr 1997
BARNABY'S	UK	1283610	42	1 Oct 1986
BARNABY'S CARVERY DEVICE	UK	1283628	42	1 Oct 1986
BARNABY'S DEVICE	UK	1126406	29	4 Jan 1980
BARRAS	CTM	192872	25, 42	1 Apr 1996
BARRAS	UK	1588664	32	20 Oct 1994
BARRAS	UK	2002435	42	12 Nov 1994
BENTLEYS PICCADILLY/BENTLEY'S	OF OF UK	1476488	42	11 Sep 1991

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
PICCADILLY				
BENTLEYS/BENTLEY'S	UK	1462961	42	29 Apr 1991
BIG HAND MO	CTM	193573	25, 32, 33, 42	1 Apr 1996
BIG HAND MO	UK	2008118	42	19 Jan 1995
BIG HAND MO'S DEVICE	UK	2012931	42	2 Mar 1995
BREWER'S PANTRY	UK	1417600	42	15 Mar 1990
CAPTAIN COCONUT	UK	2067105	41	30 Mar 1996
CATERTOUR	CTM	193177	25, 32, 33, 42	1 Apr 1996
CATERTOUR	UK	1283624	42	1 Oct 1986
CATERTOUR DEVICE	UK	1283607	42	1 Oct 1986
CENSSA	CTM	1171503	25, 42	13 May 1999
CHEF & BREWER	Benelux	430720	42	5 Jan 1987
CHEF & BREWER	CTM	193235	25, 32, 33, 42	1 Apr 1996
CHEF BREWER	France	1436454	42	31 Dec 1986
CHEF & BREWER	Ireland	122157	16	16 Dec 1986
CHEF & BREWER	Spain	1174955	42	30 Dec 1986
CHEF & BREWER	UK	1283611	42	1 Oct 1986
CHEF & BREWER	Italy	792026	42	13 Jan 1997
Est. MCMXLVIII Chef & Brewer	UK	2290358	25, 32, 33, 43	17 Jan 2002
CHEF & BREWER COMPASS DEVICE	UK	1496839	42	10 Apr 1992
CHEF BREWER DEVICE	Benelux	426539	42	5 Jan 1987
CHEF & BREWER DEVICE	France	1436453	42	31 Dec 1986

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
CHEF & BREWER DEVICE	Ireland	122158	16	16 Dec 1986
CHEF & BREWER DEVICE	Spain	1174957	42	30 Dec 1986
CHEF & BREWER DEVICE	UK	1283625	42	1 Oct 1986
CHEF & BREWER DEVICE	Italy	792029	42	13 Jan 1997
CHEF & BREWER SCROLL DEVICE	UK	2058683	42	2 Mar 1996
CHEF'S FAYRE	UK	1372224	42	3 Feb 1989
CITY LIMITS	CTM	193201	32, 33, 42	1 Apr 1996
CITY LIMITS	UK	1283615	42	1 Oct 1986
CITY LIMITS DEVICE	UK	1292704	42	18 Nov 1986
CITY LIMITS FOOD AND ENTERTAINMENT	Spain	2363243	41	7 Dec 2000
CITY LIMITS FOOD AND ENTERTAINMENT	Spain	2363244	42	7 Dec 2000
CITY LIMITS/IT'S OUT OF THIS WORLD & DEVICE	CTM	2184828	32, 33, 41, 42	19 Apr 2001
CLIFTON INNS	CTM	1171495	32, 33, 42	13 May 1999
CLIFTON INNS DEVICE	UK	1283637	42	1 Oct 1986
Victuallers of Distinction CLIFTON INNS	UK	1296777	42	24 Dec 1986
CLIFTON INNS DEVICE	UK	1356838	32	6 Sep 1988
COMPASS DEVICE	UK	1501524	42	29 May 1992
COUNTRY CARVERY	CTM	193136	25, 32, 33, 42	1 Apr 1996
COUNTY CARVERY	UK	1394151	42	4 Aug 1989
COUNTY INN PREMIER HOUSE PH	UK	1388655	42	23 Jun 1989
DEVENISH	UK	1452387	32	11 Jan 1991

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
DEVENISH	UK	1452943	29	16 Jan 1991
DEVENISH	UK	1452944	30	16 Jan 1991
DEVENISH	UK	1452945	31	16 Jan 1991
DEVENISH	UK	1452946	33	16 Jan 1991
DEVENISH	UK	1452947	42	16 Jan 1991
DOWN UNDER	UK	2070870	42	2 May 1996
DUAL DESCENDERS	UK	2039629	41	3 Oct 1995
EERIE	CTM	2056877	25, 32,33, 42	25 Jan 2001
Eerie	UK	2110154	42	13 Sep 1996
EERIE	UK	2179235	25, 32, 33, 42	9 Oct 1998
ESPRES	UK	2173280	42	28 Jul 1998
FARM CHOICE	UK	1216475	29	10 Apr 1984
FERRET & TROUSER LEG/FERRET AND TROUSER LEG/FERRET & TROUSERSLEG/FERRET AND TROUSERLEG (SERIES OF 4)	UK	2008119	42	19 Jan 1995
FERRET & TROUSERLEG	CTM	193490	32, 33, 42	1 Apr 1996
FIGURES DEVICE	UK	1292709	42	18 Nov 1986
FIGURES DEVICE	UK	2058680	42	2 Mar 1996
FILLA GORILLA	UK	2030765	42	18 Aug 1995
FILLA GORILLA & DEVICE	UK	1221517	29	26 Jun 1984
FILLA GORILLA & DEVICE	UK	1221518	30	26 Jun 1984
FINBARR'S	UK	2121755	25, 32, 33, 42	23 Jan 1997

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
FINNEGAN	UK	2102049	32	6 Jun 1996
FINNEGAN	UK	2115999	25, 33, 42	15 Nov 1996
FINNEGAN'S WAKE	CTM	193383	25, 32, 33, 42	1 Apr 1996
FINNEGAN'S WAKE	UK	2029422	42	2 Aug 1995
FINNEGAN'S WAKE DEVICE	UK	2062362	42	21 Mar 1996
FIRST BASE	CTM	1027176	25, 32, 33, 35, 41, 42	23 Dec 1998
FIRST BASE	UK	2170690	42	26 Jun 1998
FROG & RADIATOR	UK	2016094	42	30 Mar 1995
FUNKY FOREST	UK	1528187	42	2 Mar 1993
GRAPE & DEVICE	CTM	1352756	25, 32, 42	20 Oct 1999
H&G SIMONDS	CTM	742080	25, 42	6 Feb 1998
H&G SIMONDS	UK	2141157	42	6 Aug 1997
HANSEL & GRETEL	UK	1406824	42	30 Nov 1989
HANSEL & GRETEL DEVICE	UK	1406852	42	30 Nov 1989
HARRY HADDOCK	UK	2006133	42	30 Dec 1994
Harry Haddocks Famous Fish & Chips	UK	2012932	42	2 Mar 1995
HENRY'S TABLE PUB RESTAURANT GOLDEN CLUB MEMBERS CARD	UK	2143317	36	29 Aug 1997
HENRYS TABLE	UK	1309208	42	6 May 1987
HENRYS TABLE HENRY'S TABLE	UK	1462963	42	29 Apr 1991
HENRYS TABLE HENRYS TABLE	UK	2102553	42	13 Jun 1996

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
HOG IN THE POUND	UK	2016093	42	30 Mar 1995
HOMESPREADS	CTM	193268	25, 32,33,4 2	1 Apr 1996
HOMESPREADS	UK	1528185	42	2 Mar 1993
HOST GROUP DEVICE	UK	1213411	32	24 Feb 1984
HOST GROUP	UK	1213412	33	24 Feb 1984
HOSTESS	UK	418577	29, 30, 31	15 Sep 1921
HOSTESS	UK	884501	33	21 Sep 1965
HOSTS	UK	1213407	32	24 Feb 1984
HOSTS	UK	1213408	33	24 Feb 1984
HUDSONS	UK	1429726	42	23 Jun 1990
HUDSONS DEVICE	UK	1549874	42	7 Oct 1993
HUDSONS	UK	1374654	42	28 Feb 1989
HUNGRY FOX	UK	1216222	16	5 Apr 1984
HUNGRY FOX	UK	1216223	29	5 Apr 1984
HUNGRY MAN	UK	1547655	33	14 Sep 1993
HUNGRY MAN	UK	1547656	42	14 Sep 1993
HUXTERS	UK	2141184	25, 42	6 Aug 1997
INVENTIONS DEVICE	UK	1424252	42	9 May 1990
IT'S PREMIER LODGICAL IT'S PREMIER LODGICAL IT'S PREMIER LODGICAL	UK	2070237	42	1 May 1996
JAMAICAN CRUSH	UK	1391453	30	13 July 1989
JOHN BARRAS	UK	2290357	25, 32, 33, 43	17 Jan 2002
John BARRAS HEART of the	UK	2290356	25, 32,	17 Jan 2002

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Mark	Country	Registration number	Class	Application Date
Community			33, 43	
JOHN BARRAS & CO A GOOD DEAL OF QUALITY (SERIES OF 2)	UK	2164648	32, 33, 42	22 Apr 1998
JUKEBOX	UK	1216225	16	5 Apr 1984
JUKEBOX	UK	1216226	29	5 Apr 1984
JUKEBOX	UK	1216227	30	5 Apr 1984
JUNGLE BUNGLE	UK	1509773	41	15 Aug 1992
KING KRANKY/KING KRANKY'S	UK	2142846	25, 32, 33, 41, 42	20 Aug 1997
LEISURE PLUS REWARD CARD LP (Series of 2)	UK	2175165	9, 36	18 Aug 1998
LODGE INNS	CTM	190793	25, 32, 42	1 Apr 1996
LODGE INNS	UK	1528449	42	2 Mar 1993
LONG ISLAND ICED TEA COMPANY	CTM	193623	25, 42	1 Apr 1996
LONG ISLAND ICED TEA COMPANY	UK	2003410	42	18 Nov 1994
LONG ISLAND ICED TEA SHOP	UK	2057446	42	21 Feb 1996
MAIN PLACE INN MPI (Series of 3)	UK	2146822	41, 42	1 Oct 1997
MANHATTAN LIGHTS	UK	1311589	42	30 May 1987
MANHATTAN LIGHTS DEVICE	UK	1311588	41	30 May 1987
MANHATTAN LIGHTS	UK	1311590	41	30 May 1987
MANHATTAN SUITE	CTM	1026640	25, 32, 35, 41, 42	23 Dec 1998
MAPLE LEAF	CTM	193441	25, 32, 33, 42	1 Apr 1996

Continuation Sheet

Mark	Country	Registration number	Class	Application Date
MERINGUE FOUNTAIN	UK	1215194	30	21 Mar 1984
MID CITY LANES	CTM	1026970	32, 33, 35, 41, 42	23 Dec 1998
MID CITY LANES	UK	2170693	41, 42	26 Jun 1998
MID CITY LANES 10 PIN BOWLING & DEVICE	Spain	2363252	41	7 Dec 2000
MID CITY LANES 10 PIN BOWLING & DEVICE	Spain	2363253	42	7 Dec 2000
MILLERS KITCHEN	UK	1544062	42	6 Aug 1993
MILLERS PUB & RESTAURANT & DEVICE	CTM	2119972	42	7 Mar 2001
MOOD CHANGES. MOOD CHANGES. AT HENRY'S CAFÉ BAR	UK	1436255	29	24 Jul 1990
MOOD CHANGES. MOOD CHANGES. AT HENRY'S CAFÉ BAR	UK	1436256	42	24 Jul 1990
MPI (Series of 2)	UK	2149730	41, 42	1 Nov 1997
MUSIC SHED	UK	2141151	25, 32, 33, 41, 42	6 Aug 1997
NORWEGIAN BLUE	UK	2232056	25, 32, 33, 42	10 May 2000
OLD ORLEANS	Benelux	425823	42	5 Jan 1987
OLD ORLEANS	CTM	190769	25, 32, 33, 42	1 Apr 1996
OLD ORLEANS	France	1436452	42	31 Dec 1986
OLD ORLEANS	Italy	602935	42	12 Sept 1990
OLD ORLEANS	Spain	1174956	42	30 Dec 1986
OLD ORLEANS	UK	1283616	42	1 Oct 1986

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Mark	Country	Registration number	Class	Application Date
OLD ORLEANS	Italy	792027	42	13 Jan 1997
OLD ORLEANS RESTAURANTE	Spain	2363247	42	7 Dec 2000
OLD ORLEANS DEVICE	Benelux	426538	42	5 Jan 1987
OLD ORLEANS DEVICE	France	1436451	42	31 Dec 1986
OLD ORLEANS DEVICE	Italy	602937	42	12 Sept 1990
OLD ORLEANS DEVICE	Spain	1174958	42	30 Dec 1986
OLD ORLEANS DEVICE	UK	1292708	42	18 Nov 1986
OLD ORLEANS DEVICE	Italy	792028	42	13 Jan 1997
ORANGE BREWERY	UK	2016091	42	30 Mar 1995
Orchard Pub Company	CTM	2314144	16, 25, 32, 33, 42	24 Jul 2001
ORCHARD pub company & DEVICE	CTM	2313450	16, 25, 32, 33, 42	24 Jul 2001
ORIGINAL PUB CO. DEVICE	CTM	2301653	16, 25, 32, 33, 42	16 Jul 2001
OUTSIDE INN	CTM	1425339	25, 32, 33, 41, 42	15 Dec 1999
P Device	UK	2290355	25, 32, 33, 35, 41, 43	17 Jan 2002
P R E M I E R H O U S E L O D G E	UK	1541001	42	7 Jul 1993
PREMIER PH HOUSE	UK	1349207	42	28 Jun 1988
PREMIER PH HOUSE	UK	1554850	42	26 Nov 1993
P R E M I E R L O D G E	UK	1540997	42	7 Jul 1993
PUB ACTION	UK	1283601	42	1 Oct 1986
Pub Play	UK	2190303	9, 35,	26 Feb 1999

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Mark	Country	Registration number	Class	Application Date
Pub Play			36	
PUNCH & JUDY	CTM	193409	32, 33, 42	1 Apr 1996
PUNCH & JUDY	UK	2016090	42	30 Mar 1995
QUINCEY'S	UK	1549974	42	7 Oct 1993
RAT & PARROT	CTM	192906	25, 32, 33, 42	1 Apr 1996
RAT & PARROT	UK	1586425	42	29 Sep 1994
RED ROSE	UK	686197	32	8 Feb 1950
RED ROSE AND DEVICE	UK	913722	32	25 Aug 1967
RED ROSE INNS	UK	2170716	42	27 Jun 1998
RESTAURANTE QUINCEY'S OF NEW ORLEANS	Spain	2448793	43	16 Jan 2002
ROAST INN	UK	1289531	42	1 Oct 1986
ROO BAR	UK	2120511	41, 42	11 Jan 1997
SCHOONER INNS & DEVICE	UK	1026557	16	14 Mar 1974
SEVEN DEADLY SINS/7 DEADLY SINS	UK	2188821	25, 32, 33, 42	15 Feb 1999
SOUPERSURF	UK	1225057	29	20 Aug 1984
SPUD IN A PUB	UK	1229589	16	5 Nov 1984
SPUD IN A PUB	UK	1229590	29	5 Nov 1984
SPUD IN A PUB	UK	1229591	30	5 Nov 1984
SQUARES	UK	2180139	25, 42	22 Oct 1998
SQUaReS/SQUaReS	UK	2117538	25, 42	3 Dec 1996
STATE FAIR AMUSEMENTS	CTM	1027317	25, 32, 33, 35, 41, 42	23 Dec 1998
STATE FAIR AMUSEMENTS	UK	2170692	41	26 Jun 1998

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Mark	Country	Registration number	Class	Application Date
STATE FAIR RECREATIVOS	Spain	2363250	41	7 Dec 2000
STORMIN' NORMAN	UK	2063492	30	23 Mar 1996
STYLEBAR	UK	2119009	41, 42	18 Dec 1996
SUNSET SAVERS DEVICE	UK	1436038	42	9 Aug 1990
T&J BERNARD	UK	2153570	32, 33, 42	15 Dec 1997
T&J BERNARD AND DOG DEVICE	CTM	192922	25, 32, 33, 42	1 Apr 1996
T&J BERNARD DOG DEVICE	CTM	193037	25, 32, 33, 42	1 Apr 1996
T&J BERNARD DOG DEVICE	UK	1493119	32	28 Feb 1992
T&J BERNARD	UK	1523986	42	16 Jan 1993
T&J BERNARD DOG DEVICE	UK	586636	32	30 Jun 1938
TAVERNERS TABLE	UK	1459328	42	23 Mar 1991
THE BEST REST ASSURED	CTM	2431351	25, 32, 33, 42	30 Oct 2000
The HUNGRY MAN More Than a Meal, An Experience	UK	2295654	25, 32, 33, 43	15 Mar 2002
THE MANHATTAN SALONES & DEVICE	Spain	2363248	41	7 Dec 2000
THE RANGE	CTM	2104834	25, 32, 33, 41, 42	26 Feb 2001
THE RANGE Device	CTM	1990068	25, 32, 33, 42	6 Dec 2000
THE SIGN OF A GREAT TIME	UK	2119011	41, 42	18 Dec 1996
THE WHOLE HOG	CTM	1296409	16, 29, 42	2 Sept 1999
TRAVELLER'S REST	UK	1388654	42	23 Jun 1989
TRAVELLERS REST AND	UK	1328260	42	27 Nov 1987

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Mark	Country	Registration number	Class	Application Date
DEVICE				
TUB GIRLS	UK	2302036	25, 32, 33, 41, 43	31 May 2002
TUESDAY 100 (Series of 2)	UK	2130280	41	22 Apr 1997
UNDER THE SUN	UK	2119612	42	27 Dec 1996
VIA FOSSA	CTM	2052777	25, 32, 33, 42	23 Jan 2001
VIA FOSSA Via Fossa	UK	2121997	41, 42	25 Jan 1997
VINO VERITAS	CTM	193110	25, 42	1 Apr 1996
VINO VERITAS	UK	1586427	42	29 Sep 1994
W J & J SANDERSON	UK	2163371	32, 33, 42	7 Apr 1998
W WAREHOUSE BAR	Spain	2363251	42	7 Dec 2000
Welcome Inn Bere 'n' Byte	UK	1117153	16	7 Jul 1979
WELCOME INN WINE 'N' DINE	UK	1117154	16	7 Jul 1979
WESTMAN OAKES	CTM	1352087	25, 33, 42	20 Oct 1999
WHO'D A THOUGHT IT?	CTM	1086701	25, 32, 42	24 Feb 1999
ZACCARIAH J COOPER'S	UK	2181387	25, 32, 33, 42	5 Nov 1998

Applications

Mark	Country	Application number	Class	Application Date
BAJA BEACH CLUB	Ireland	2002/01077	25, 32, 33, 41, 43	22 May 2002
CHEF & BREWER	Italy	T0200C002330	42	12 Sept 2000

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CHEF & BREWER	Italy	T0200C002332	42	12 Sept 2000
HENRY'S CAFÉ BAR	CTM	2484723	25, 32, 33, 42	30 Nov 2001
MILLER'S	UK	2311162	16, 43	20 Sep 2002
MILLER'S PUB AND RESTAURANT LOGO	CTM	2433621	9, 25, 28, 42	31 Oct 2001
PREMIER LODGE	UK	2250183	35, 41, 43	25 Oct 2000
THE WHOLE HOG	CTM	2566529	16, 29, 43	6 Feb 2002

Unregistered Trade Marks

Trade mark	Unregistered aspect
ALE "N" HEARTY	Device
BAR & PIZZERIA	Stylisation
BAR AND KITCHEN	Stylisation
CENSSA	Device
COUNTRY CARVERY	Device
EERIE	Device
THE ENTERTAINMENT PUB	Stylisation
HENRY'S CAFÉ BAR	Device
HENRY'S TABLE	Device
LONG ISLAND ICED TEA SHOP	Stylisation
MILLERS KITCHEN	Device
OLD ORLEANS (A Taste of Deep South)	Device
OUTSIDE INN	Device
PEARLS	Word/Stylisation
RAT & PARROT	Stylisation
SCOTTISH & NEWCASTLE RETAIL	Device

Spirit Group Retail Limited (03794854)


Continuation Sheet

Trade mark

Unregistered aspect

Service with Attitude and Style (with device)

Word and device

STEAK AND ALE

Word and device

VIA FOSSA

Device

RELEVANT CONTRACTS

- (1) Food Distribution Agreement dated 12th November, 1999 between Spirit Group Retail Limited, Wincanton Limited and Unigate Distribution Services.
- (2) Agreement for the supply of amusements with prizes and other gaming machines dated 25th July, 2003 between Spirit Group Retail Limited and Leisure Link Electronic.
- (3) Agreement for the supply of fresh and frozen meat dated 23rd June, 2003 between Spirit Group Retail Limited and Matthews Food Group Limited.
- (4) Agreement for the distribution of non-food sundry products between Spirit Group Retail Limited and King UK Ltd.

SCHEDULE 2

SHARES

Company and number	Issued share capital	Shareholders/Chargors
Readystripe Limited No: 4555295	£100 comprising 100 shares	<ul style="list-style-type: none"> • Partstripe (90 shares) • The Chargor (10 shares)
Spirit Group Retail (Northampton) Limited	£155,000,100 comprising 74 A ordinary shares 26 B ordinary shares 155,000,000 non redeemable preference shares	<ul style="list-style-type: none"> • Spirit Retail Bidco Limited (26 B ordinary shares) • The Chargor (74 A ordinary shares and 155,000,000 non redeemable preference shares)
Spirit Group Retail (Pubs) No. 1 Limited No: 4807705	£100 comprising 100 ordinary shares of £1 each	<ul style="list-style-type: none"> • The Chargor (100 ordinary shares of £1 each)
Stickpad Limited No: 3734363	£301,000 comprising 1,000 ordinary shares of £1 each	<ul style="list-style-type: none"> • The Chargor (301,000 shares)