

# MR01

## Particulars of a charge

U079591/13  
Oyez

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This must be  
scanned and placed on the public record



LD4 05/12/2013 #67  
COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 04582088

Company name in full TLLC LevPropco5 Limited

For official use  
**4**  
**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 02/09/11 12/01/13

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page  
Please use a continuation page if you need to enter more details

Description

The following assets, present and future, from time to time owned by the relevant Charging Company or in which it has an interest

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 2), vested in it at the date of the instrument together with all buildings and fixtures (including trade fixtures) on that property

(b) by way of first fixed charge

(1) all other interests (not charged under (a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof

continued on continuation sheet

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

# MR01

## Particulars of a charge

8

### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature




Signature





X Freshfields Bruckhaus Deringer LLP X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge

 <b>Presenter information</b>	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Aled Batey
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
 <b>Certificate</b>	
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
 <b>Checklist</b>	
<b>We may return forms completed incorrectly or with information missing</b>	
<b>Please make sure you have remembered the following</b>	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

 <b>Important information</b>	
Please note that all information on this form will appear on the public record.	
 <b>How to pay</b>	
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	
 <b>Where to send</b>	
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
 <b>Further information</b>	
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

All capitalised but undefined terms in this description shall have the meanings assigned to them in the instrument

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### SCHEDULE 1

#### CHARGING COMPANIES

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### SCHEDULE 2 DETAILS OF PROPERTIES<sup>1</sup>

##### CATEGORY 1 SITES

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

E



# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Site	Site Address	Title Number
Fleet	7RT Cove Road, Fleet, Hampshire, GU51 2SH	HP750574
Gateshead	Clasper Way, Slawell, Newcastle Upon Tyne, Tyne & Wear, NE16 3BE	TY436450
Glasgow Airport	Marchburn Dr, off Sanderling Rd, Glasgow Apt Business Park, Glasgow, Renfrewshire, PA3 2RS	REN130144
Glasgow Braehead	150 Kings Inch Road, Renfrew, Renfrewshire, PA4 8ZL	REN126617
Glasgow Cumbernauld	Auchenkilns Roundabout, Glasgow, Renfrewshire, G68 9AT	DMB84140
Glasgow Paisley Road	251 Paisley Rd, Glasgow, Renfrewshire, G5 8RA	GLA196129
Glastonbury	A39, Wirral Park, Wirral Park Road, Glastonbury, Somerset, BA6 9XE	WS43749
Grantham South Witham	A1 Northbound, New Fox, South Witham, Grantham, Lincolnshire, NG33 5LN	LL283506
Great Yarmouth	Beacon Park, Gorleston, Great Yarmouth, Norfolk, NR31 7RA	NK370786
Guildford	Woodbridge Meadows, Guildford, Surrey, GU1 1BD	SY764235
Halifax	Gate 9, Dean Clough Mill, Halifax, West Yorkshire, HX3 5AY	WYK728844
Harlow	Edinburgh Way, Harlow, Bedfordshire, CM2 2TT	EX750502
Harrogate	The Gunnel, Harrogate, North Yorkshire, HG1 2RR	NYK295606
Hartlebury	A449 Southbound, Shorthall Nurseries, Hartlebury, Kidderminster, Worcestershire, DY13 9SH	WR98164
Hatfield Central	Comet Square, Comet Way, Hatfield, Hertfordshire, AL1 XR	HD465356
Hayle	A30, Carwin Roundabout, Hayle, Cornwall, TR27 5DG	CL146726
Hayle	Carwin Roundabout, Carwin Rise, Hayle, Cornwall, TR27 5DG	CL229632
Heathrow Terminal 5	The Fulcrum Building, Horton Road, Colnbrook, Slough, Berkshire, SL3 4T	BK420835
Helensburgh Seafront	112-117 West Clyde Street, Helensburgh, Argyll & Bute, GB4	DMB84155

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Site	Site Address	Title Number
London City Airport	8AS Hartmann Road, Silvertown, London, E16 2BZ	EGL501419
London Docklands	Conander Avenue, off the A13, East India Dock Rd, Docklands, London, E14 2AA	EGL522281
London Feltham	The Longford Centre, High Street, Feltham, Middlesex, TW13 4BZ	AGL165371
London Fulham	290-302 North End Road, Fulham, London, Greater London, SW6 1NQ	BGL71737
London Heathrow Central	Hertz House, 7 Bath Road, Hounslow, Middlesex, TW5 9SW	AGL197914
London Ilford	Clements Road, Ilford, London, IG1 1BA	EGL506527
London Ilford Gants Hill	The Beehive, Beehive Lane, Gants Hill, Ilford, Essex, IG4 5DR	EGL485284
London Kew Bridge	North Road, High Street, Brentford, Middlesex, TW8 BD	AGL139563
London Kingston Upon Thames	21-23 Old London Road, Kingston Upon Thames, Surrey, KT2 6ND	SGL673103
London Kingston Upon Thames Central	International House, Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PD	SGL707785
London Northolt	Mandeville Road, Northolt, Middlesex, UB5 4LU	AGL259617
London Park Royal	A40 Western Avenue, Acton, London, W3 TE	AGL168573
London Romford	Market Place, St Edwards Way, Romford, Essex, RM1 1PP	BGL77377
London South Croydon	415 Brighton Road, South Croydon, Surrey, CR2 6EJ	SGL729875
London Uxbridge Central	Bakers Road, Uxbridge, Middlesex, UB8 1SS	AGL218717
London Wembley	Northdale House, North Circular Road, London, NW1 7UG	AGL150780
London Whetstone	1446 High Road, Whetstone, London, N2 9BS	AGL245705
London Wimbledon Morden	A24 Epsom Rd, Morden, Surrey, SM4 5PH	1 SGL662139 2 SGL674762
Ludlow	Foldgate Lane, Ludlow, Shropshire, SY8 1LS	SL183686
Ludlow Woofferton	A49/B4362 Woofferton, Nr Ludlow, Shropshire, SY8 4AL	SL167911
Lutterworth	Mill Lane, Lutterworth, Leicestershire, LE174BP	LT381527
Macclesfield Adlington	A523 London Rd South,	CH533182

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Site	Site Address	Title Number
	Adlington, Stockport, Cheshire, SK1 4NA	
Maidenhead Central	99 King Street, Maidenhead, Berkshire, SL6 1DP	BK448407
Maidstone Central	St Peter's Street, Maidstone, Kent, ME16 5SR	K963452
Manchester Ancoats	Commonwealth House, Great Ancoats Street, Manchester, Cheshire, M4 5AB	MAN52984
Manchester Central	Townbury House, 11 Blackfriar St, Salford, Manchester, Cheshire, M3 5AL	MAN11461
Manchester Didsbury	Parrs Wood Entertainment Ctr, Wilmslow Rd, East Didsbury, Manchester, Cheshire, M20 5PG	MAN54845
Manchester Trafford Park	Trafford Quay, Manchester, M17 8DD	MAN109681
Mansfield	Mansfield Road, Sutton in Ashfield, Mansfield, Nottinghamshire, NG17 4NP	NT426366
Margate Westwood	EuroKent Business Park, New Hame Rd, Ramsgate, Kent, CT12 5GR	K923836
Merthyr Tydfil	A470/ A4120, Rhyd y Car, Merthyr Tydfil, Rhonda Cynon Taff, CF48 1UT	CYM439089
Middlesbrough	Newport Road, Middlesbrough, County Durham, TS1 5LE	CE203582
Middlewich	A54 Holmes Chapel Rd, Middlewich, Cheshire, CW1 5JB	CH533191
Milton Keynes Central	199 Grafton Gate, Central Milton Keynes, Buckinghamshire, MK9 1AL	BM324080
Newark North Muskham	A1 Southbound, North Muskham, Newark, Nottinghamshire, NG23 6HT	1 NT423575 2 NT395076
Newbury Cheveley M4	Moto Service Area, A34 Oxford Road, Cheveley, Newbury, Berkshire, RG18 9XX	BK397764
Newcastle Central	Forster St, Newcastle, Tyne and Wear, NE1 2NH	TY393778
Newcastle Gosforth	Rotary Way, North Brunton, Newcastle upon Tyne, Tyne and Wear, NE3 5EH	TY503463
Newcastle Whitemare Pool	A194 Wardley, Whitemare Pool, Nr Gateshead, Newcastle upon Tyne, NE1 8YB	TY435980
Newport Central	60-66 Bridge Street, Newport, Gwent, NP2 4AP	CYM460909
Newport, Isle of Wight	Lugely Street, Newport, Isle of Wight, PO3 5HD	IW70432
Newquay Seafront	Former Beachcroft Hotel, Cliff	CL269532



# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

### CATEGORY 2 SITES

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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



# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

### CATEGORY 3 SITES

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

#### CATEGORY 4 SITES

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

#### UNREGISTERED LEASES

##### CATEGORY 1

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

#### CATEGORY 2

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Darlington	Yarm Road Interchange, Darlington, DL1 4PU
Epsom Central	Station Approach, Epsom, KT19 8DJ
Fort William	High Street, Fort William, PH33 6DX
Hartlepool Marina	Metropolitan Park, The Lanyard, Hartlepool, TS24 0XS
Liverpool Central Exchange Street	38 Exchange Street East, Tithebarn Street, Liverpool, L2 3PS
Llanelli Central	The Eastern Quarter, Stepney Street, Llanelli, SA15 3YF
London Balham	Steel House, 177 Balham High Road, London, SW12 9BX
London Bethnal Green	231-237 Cambridge Heath Road, Bethnal Green, London E2 0EL
London Bromley	37 London Road, Bromley, BR1 1DG
London Clapham Junction	155 Falcon Road, Clapham, London SW11 2PD
London Hounslow	Lampton Road, Hounslow, London, TW3 1JG
London Sidcup	1-3 Sidcup High Street, Sidcup, DA14 6EN
London Vauxhall	3 Bondway, Vauxhall, London, SW8 1SJ
Sunderland High Street West	High Street West, Sunderland, SR1 1UD
Wellington Somerset	West Park, off Buckland Road, Wellington, TA21 9AD
Woking Central	White Rose Court, Oriental Road, Woking, GU22 7PJ
<b>NEW OPENINGS TO ADD TO UNREGISTERED LIST</b>	
Aldershot	Westgate, Alexandra Road, Aldershot, GU11 3HU
Aylesbury Central	Exchange Street, Aylesbury, HP20 1UG
Cambridge Newmarket Road	180-190 Newmarket Road, Cambridge, CB5 8HF
Darlington	Yarm Road Interchange, Darlington, DL1 4PU
Epsom Central	Station Approach, Epsom, KT19 8DJ
Fort William	High Street, Fort William, PH33 6DX
Hartlepool Marina	Metropolitan Park, The Lanyard, Hartlepool, TS24 0XS
Liverpool Central Exchange Street	38 Exchange Street East, Tithebarn Street, Liverpool, L2 3PS

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

### REGISTERED LEASES

Site	Site Address
Altrincham Central	Grafton Tower, Stamford New Road, Altrincham, Cheshire, WA14 1DQ
Arundel Fontwell Park	Fontwell Park, Frontwell Avenue, Arundel, West Sussex, BN18 5Y
Bedford Goldington Road	403 Goldington Road, Bedford, Bedfordshire, MK41 5S
Birmingham Airport	Falcon Way, off Terminal Road, Birmingham, B26 3QW
Birmingham Central Bull Ring	Upper Dean Street, Birmingham, B5 4SG
Birmingham Central Moor Street	Carrs Lane, Birmingham, Warwickshire, B4 7SX
Birmingham Halesowen	Whitehall Road, Halesowen, Birmingham, Warwickshire, B63 3HY

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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



# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

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

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### SCHEDULE 8 MATERIAL INTELLECTUAL PROPERTY<sup>1</sup>

Country	Trade Mark	Owner	App No.	Filing Date	Reg No.	Reg Date	Status	Classes
African Union Territories (OAPI)	TRAVELODGE	Travelodge Services Limited	50394	23 Apr 2004	50394	15 Mar 2005	Registered	43 Int.
Albania	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Albania	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct 2008	991213	19 Feb-2009	Registered	43 Int.
Algeria	SLEEPING Device	Travelodge Hotels Limited	072531	18 Sep-2007	74896	18 Sep-2007	Registered	43 Int.
Algeria	TRAVELODGE	Travelodge Hotels Limited	092103	13-Jul-2009			Pending	43 Int.
Andorra	SLEEPING Device	Travelodge Hotels Limited	24932	08-Aug-2007	24932	08 Aug-2007	Registered	43 Int.
Andorra	TRAVELODGE	Travelodge Hotels Limited	960217	21-Jan-2009	26966	21 Jan-2009	Registered	43 Int.
Antigua and Barbuda	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Antigua and Barbuda	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Armenia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Armenia	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct 2008	991213	19 Feb-2009	Registered	43 Int.
Azerbaijan	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Azerbaijan	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Bahrain	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Bahrain	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct 2008	991213	19-Feb-2009	Registered	43 Int.
Bangladesh	SLEEPING Device	Travelodge Hotels Limited	124608	14-Jul-2009			Pending	43 Int.
Belarus	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30 Jul-2007	Registered	43 Int.
Belarus	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct 2008	991213	19 Feb-2009	Registered	43 Int.
Bermuda	SLEEPING Device	Travelodge Hotels Limited	49169	22-Jul-2009	49169	11 Feb-2010	Registered	43 Int.
Bermuda	TRAVELODGE	Travelodge Hotels Limited	49168	22 Jul 2009	49168	11-Feb-2010	Registered	43 Int.

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

### Description

Bosnia and Herzegovina	SLEEPING Device	Travelodge Hotels Limited	BAZ0711483 A	02 Aug-2007	BAZ0711483	18 Apr 2011	Registered	43 Int.
Bosnia and Herzegovina	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Botswana	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Botswana	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Brunei Darussalam	SLEEPING Device	Travelodge Hotels Limited	40257	02 Mar-2009	40257	02 Mar 2009	Registered	42 Int.
Brunei Darussalam	TRAVELODGE	Travelodge Hotels Limited	40233	03 Feb-2009			Pending	42 Int.
Bulgaria	TRAVELODGE	Trusthouse Forte California Inc		30-Oct-1973	S-46	30-Oct-1973	Registered	42 Int.
Cambodia	SLEEPING Device	Travelodge Hotels Limited	33110	19 Feb-2009	KH 32089/09	01 Sep-2009	Registered	43 Int.
Cape Verde	TRAVELODGE	Travelodge Hotels Limited	000507/2009	22-Apr-2009			Published	43 Int.
China (People's Republic)	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
China (People's Republic)	TRAVELODGE	Travelodge Hotels Limited	9879038	23-Aug-2011			Pending	43 Int.
Croatia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul 2007	Registered	43 Int.
Croatia	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Cuba	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul 2007	Registered	43 Int.
Cuba	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Dominican Republic	SLEEPING Device	Travelodge Hotels Limited	2009-7342	02 Apr 2009	174889	30-Jun-2009	Registered	43 Int.
Dominican Republic	TRAVELODGE	Travelodge Hotels Limited	2009-11164	13 May-2009	175405	31 Jul-2009	Registered	43 Int.
Egypt	SLEEPING Device	Travelodge Hotels Limited	229577	31 Mar 2009			Pending	43 Int.
European Community	SLEEPING Device	Travelodge Hotels Limited	004254447	24-Feb-2005	004254447	19-Jun-2006	Registered	41 Int. 43 Int., 44 Int.
European Community	TRAVELODGE	Travelodge Hotels Limited	000915884	26-Aug-1998	000915884	07 Aug 2000	Registered	41 Int. 42 Int.
Finland	TRAVELODGE	Trusthouse Forte California Inc	2722291	07 Jun-1991	132096	20-May 1994	Registered	42 Int.
Gambia	SLEEPING Device	Travelodge Hotels Limited	1377/2009	27-Jul-2009			Published	43 Int.
Gambia	TRAVELODGE	Travelodge Hotels Limited	1387/2009	27 Jul-2009			Published	43 Int.

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

### Description

Georgia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Ghana	SLEEPING Device	Travelodge Hotels Limited	1351/07	19-Sep-2007			Pending	43 Int.
Ghana	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Grenada	TRAVELODGE	Travelodge Hotels Limited	114/2009	01-Sep-2009	114/2009	10-Sep-2009	Registered	43 Int.
Guatemala	TRAVELODGE	Trusthouse Forte California Inc.	28446	21-Aug-1974	28446	05-Sep-1974	Registered	43 Int.
Haiti	TRAVELODGE	Travelodge Hotels Limited	794-E	17-Jul-2009	396Reg166	21-Sep-2009	Registered	43 Int.
Hong Kong	SLEEPING Device	Travelodge Hotels Limited	300925191	01-Aug-2007	300925191	08-Sep-2008	Registered	43 Int.
Iceland	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Iceland	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
India	SLEEPING Device	Travelodge Hotels Limited	1594275	23-Aug-2007	880121	31-Mar-2010	Registered	42 Int.
India	TRAVELODGE	Travelodge Hotels Limited	1277414	07-Apr-2004	1277414	10-Jan-2005	Registered	42 Int.
Indonesia	SLEEPING Device	Travelodge Hotels Limited	J00-2007-029225	31-Aug-2007	IDM000195552	25-Sep-2009	Registered	43 Int.
Int'l Registration Madrid Protocol Only	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Int'l Registration Madrid Protocol Only	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Iran	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Iran	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Iraq	SLEEPING Device	Travelodge Hotels Limited	53836	23-Mar-2009			Pending	43 Int.
Iraq	TRAVELODGE	Travelodge Hotels Limited	53837	23-Mar-2009			Pending	43 Int.
Israel	SLEEPING Device	Travelodge Hotels Limited	218758	16-Feb-2009	218758	08-Aug-2010	Registered	43 Int.
Israel	TRAVELODGE	Travelodge Hotels Limited	218757	16-Feb-2009	218757	08-Aug-2010	Registered	43 Int.
Jamaica	SLEEPING Device	Travelodge Hotels Limited	53619	27-Mar-2009	53619	14-Jan-2010	Registered	43 Int.

# MR01 - continuation page

Particulars of a charge



4

## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Jamaica	TRAVELODGE	Travelodge Hotels Limited	053774	29 Apr 2009	53774	29 Apr 2009	Registered	43 Int.
Japan	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Jersey	TRAVELODGE	Travelodge Hotels Limited	5827	14-Feb-1992	5827	14 Feb-1992	Registered	42 Int.
Jordan	SLEEPING Device	Travelodge Hotels Limited	106542	16-Mar-2009	106542	16-Mar-2009	Registered	43 Int.
Jordan	TRAVELODGE	Travelodge Hotels Limited	106616	16-Mar-2009	106616	16-Mar-2009	Registered	43 Int.
Kenya	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Kenya	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Korea Republic of	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Kuwait	SLEEPING Device	Travelodge Hotels Limited	102297	29 Mar-2009	89355	29-Mar-2009	Registered	43 Int.
Kuwait	TRAVELODGE	Travelodge Hotels Limited	102296	29 Mar-2009	88437	29 Mar-2009	Registered	43 Int.
Lebanon	SLEEPING Device	Travelodge Hotels Limited	6007	24-Sep-2007	113088	03-Oct-2007	Registered	43 Int.
Lebanon	TRAVELODGE	Travelodge	1091	13 Feb-2009	120816	23-Feb-2009	Registered	43 Int.
		Hotels Limited						
Liechtenstein	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Liechtenstein	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Macau	SLEEPING Device	Travelodge Hotels Limited	N/041625	27 Feb-2009	N/041625	24-Jul-2009	Registered	43 Int.
Macau	TRAVELODGE	Travelodge Hotels Limited	N/041626	27-Feb-2009	N/041626	24-Jul-2009	Registered	43 Int.
Macedonia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30 Jul-2007	Registered	43 Int.
Macedonia	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Madagascar	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Madagascar	TRAVELODGE	Travelodge Hotels Limited	991213	28 Oct-2008	991213	19 Feb-2009	Registered	43 Int.
Malaysia	SLEEPING Device	Travelodge Hotels Limited	07014955	01 Aug-2007	07014955	06 Aug-2009	Registered	43 Int.
Moldova	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Moldova	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19 Feb-2009	Registered	43 Int.

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Monaco	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Monaco	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Montenegro	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Montenegro	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Morocco	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Mozambique	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Mozambique	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Nigeria	SLEEPING Device	Travelodge Hotels Limited	TP180250/07	24-Sep-2007	91721	07-Sep-2011	Registered	43 Int.
Nigeria	TRAVELODGE	Travelodge Hotels Limited	F/TM/2009/2780	25-Feb-2009			Published	43 Int.
Norway	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Norway	TRAVELODGE	Travelodge Hotels Limited	104497	07-Aug-1970	81839	26-May-1971	Registered	42 Int.
Norway	TRAVELODGE	Travelodge	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Oman	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Oman	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Pakistan	SLEEPING Device	Travelodge Hotels Limited	239817	02-Aug-2007			Published	43 Int.
Philippines	SLEEPING Device	Travelodge Hotels Limited	4-2011-001340	07-Feb-2011	4-2011-001340	07-Jul-2011	Registered	43 Int.
Qatar	SLEEPING Device	Travelodge Hotels Limited	56763	09-Apr-2009			Published	42 Int.
Qatar	TRAVELODGE	Travelodge Hotels Limited	56762	09-Apr-2009			Published	42 Int.
Russian Federation	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Russian Federation	TRAVELODGE	Trusthouse Forte California Inc	66473/50	09-Oct-1973	49488	18-Sep-1973	Registered	16 Int. 29 Int., 30 Int. 31 Int., 32 Int., 33 Int., 42 Int.
Rwanda	SLEEPING Device	Travelodge Hotels Limited	6656/JRK	15-Jul-2009	6656/JRK	15-Jul-2009	Registered	43 Int.
Rwanda	TRAVELODGE	Travelodge Hotels Limited	6655/JRK	15-Jul-2009	6655/JRK	15-Jul-2009	Registered	43 Int.

# MR01 - continuation page

## Particulars of a charge



4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

San Marino	SLEEPING Device	Travelodge Hotels Limited	SM M-200700173	13-Sep-2007	SMM200700173	31-Oct-2008	Registered	43 Int.
San Marino	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Serbia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Serbia	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Singapore	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
South Africa	SLEEPING Device	Travelodge Hotels Limited	2008/20438	01-Sep-2008	2008/20438	27-Sep-2010	Registered	43 Int.
Sri Lanka	SLEEPING Device	Travelodge Hotels Limited	140280	03-Aug-2007			Pending	43 Int.
Switzerland	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Switzerland	TRAVELODGE	Travelodge Hotels Limited	2182/1993 4	01-Apr-1993	405968	01-Apr-1993	Registered	03 Int. 39 Int., 41 Int., 42 Int.
Syna	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Taiwan	SLEEPING Device	Travelodge Hotels Limited	096036967	02-Aug-2007	1327485	01-Sep-2008	Registered	43 Int.
Taiwan	TRAVELODGE	Travelodge	82018368	26-Apr-1993	83017	01-Jun-1996	Registered	42 Int.





FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4582088

Charge code: 0458 2088 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2013 and created by TLLC LEVPROPCO5 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2013

DX

Given at Companies House, Cardiff on 9th December 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 21 NOVEMBER 2013

THAME AND LONDON LIMITED

and the other companies listed in Schedule 1

and

THE ROYAL BANK OF SCOTLAND PLC  
(as Security Agent)

---

SECOND SUPPLEMENTAL DEBENTURE

---

Certified a true and complete copy  
of the original

*Francis Bruckhaus Deringer LLP*

**Freshfields Bruckhaus Deringer LLP**

65 Fleet Street  
London  
EC4Y 1HS



**Freshfields Bruckhaus Deringer**

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London EC4Y 1HS

## CONTENTS

CLAUSE	PAGE
1. INTERPRETATION.....	1
2. COVENANT TO PAY ....	6
3. CHARGING CLAUSE..	6
4. CONTINUING SECURITY .....	9
5. FURTHER ASSURANCE .....	9
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS. ....	11
7. REPRESENTATIONS AND WARRANTIES .....	11
8. UNDERTAKINGS ...	12
9. ATTORNEY .....	15
10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT .....	15
11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER..	16
12. APPLICATION OF MONIES AND INTERCREDITOR DEED. ....	18
13. PROTECTION OF THIRD PARTIES. ....	19
14. PROTECTION OF SECURITY AGENT AND RECEIVER .....	19
15. COSTS AND EXPENSES ....	20
16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS. ....	20
17. RULING OFF ACCOUNTS.....	21
18. DELEGATION .....	21
19. REDEMPTION OF PRIOR CHARGES. ....	21
20. SET-OFF ..	22
21. NOTICES ..	22
22. CHANGES TO PARTIES ..	23
23. CURRENCY CLAUSES .....	23
24. MISCELLANEOUS ..	24
25. GOVERNING LAW..	25
Schedule 1 Charging Companies ..	26
Schedule 2 Details of Properties ..	27
Schedule 3 SUBSIDIARY SHARES .....	55
Schedule 4 ..	57
Part A FORMS OF NOTICE TO COUNTERPARTIES (OTHER THAN INSURERS) OF ASSIGNED AGREEMENTS .....	57
Part B FORM OF NOTICE TO INSURERS. ....	59
Schedule 5 DETAILS OF COLLECTION ACCOUNTS..	61

Schedule 6 FORM OF NOTICE TO BANKS OPERATING COLLECTION ACCOUNTS AND/OR NOMINATED ACCOUNTS	63
Schedule 7 FORM OF SECURITY ACCESSION DEED	66
1 Interpretation	66
2 Accession of New Charging Company	66
3 Construction of Debenture	68
4 Consent of existing Charging Companies	68
5 Notices	68
6 Law	68
Schedule 8 MATERIAL INTELLECTUAL PROPERTY	71

**THIS DEED** is made on \_\_ November 2013

**BETWEEN:**

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

**RECITALS:**

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

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

**THE PARTIES AGREE** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this deed:

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

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

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

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

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

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

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

**Declared Default** means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27 20 (*Acceleration*) of the Senior Facilities Agreement

**Default Rate** means the rate at which default interest is payable under clause 13 6 (*Default Interest*) of the Senior Facilities Agreement

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

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

**Excluded Intellectual Property Right** has the meaning given to that term in Clause 3 8(a) (*Intellectual Property Rights Restricting Charging*)

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

**Floating Charge Asset** means an asset charged under Clause 3 2 (*Floating Charge*)

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

**Indebtedness** means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of chapter 2 of part 18 of the Companies Act 2006

**Insurances** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance

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

**Intellectual Property** means

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

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

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

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

***Obligors*** means Obligors as defined in the Senior Facilities Agreement.

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

***Party*** means a party to this deed.

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

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

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

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

***Scottish Charged Assets*** means each Charging Company's whole undertaking, property (including uncalled capital), assets, rights whatsoever both present and future in Scotland.

***Scottish Property*** means the heritable and leasehold property of each Charging Company situated in Scotland.

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

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

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

***Secured Parties*** means the Senior Finance Parties.

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

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

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

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

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

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

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

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

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

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

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

## 1.2 Construction

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

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



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

and references to *months* shall be construed accordingly;

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

### 1.3 Other References

In this deed, unless a contrary intention appears

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

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

#### **1.4 Financial Assistance**

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

### **2. COVENANT TO PAY**

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

### **3. CHARGING CLAUSE**

#### **3.1 Fixed Charges**

Each Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 2), vested in it at the date of this deed together with all buildings and fixtures (including trade fixtures) on that property
- (b) by way of first fixed charge
  - (i) all other interests (not charged under Clause 3.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,

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

### **3.2 Floating Charge**

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

### **3.3 Security Assignment**

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

### **3.4 Conversion of Floating Charge**

If:

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

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

### **3.5 Automatic Conversion of Floating Charge**

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

### **3.6 Reconversion of a Floating Charge**

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

### **3.7 Leases Restricting Charging**

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

### **3.8 Intellectual Property Rights Restricting Charging**

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

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

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

#### **4. CONTINUING SECURITY**

##### **4.1 Continuing Security**

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

##### **4.2 Other Security**

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

#### **5. FURTHER ASSURANCE**

##### **5.1 General**

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

- (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the relevant Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed, and/or
- (iii) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.
- (b) Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.
- (c) Any security document required to be executed by a Charging Company under this Clause 5 1 will contain clauses corresponding to and no more onerous than the provisions set out in this deed.

## 5.2 Land Registry

- (a) Save as provided for in Clause 5 2(b) below, in relation to real property charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby undertakes to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) on the prescribed Land Registry form and in the following or substantially similar terms.

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

and each Charging Company hereby consents to such application to the Chief Land Registrar

- (b) Clause 5 2(a) above shall not apply to real property in relation to which a restriction has already been entered on the Register of Title of that real property in connection with the Debenture
- (c) Subject to the terms of the Senior Facilities Agreement, the Senior Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) that there is an obligation to make further advances on the security of the registered charge
- (d) In respect of any part of the Charged Property title to which is registered at Land Registry it is certified that the security created by this deed does not contravene any of the provisions of the memorandum or articles of association of any Charging Company

### 5.3 Register of Trade Marks

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

## 6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may

- (a) create or agree to create or permit to subsist any Security other than the Existing Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

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

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 Matters Represented

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

### 7.2 Property

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

### 7.3 Subsidiary Shares

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

## **8. UNDERTAKINGS**

### **8.1 Duration of Undertakings**

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

### **8.2 General Undertakings**

#### **(a) Charged Property**

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

#### **(b) Maintenance**

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

### **8.3 Property Undertakings**

#### **(a) Acquisitions**

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

#### **(b) Forfeiture Notices**

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

### **8.4 Collection of Book Debts and Other Debts**

#### **(a) Each Charging Company will**

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



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

## **8.5 Title Documents**

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

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

#### **8.6 Assigned Agreements**

Each Charging Company will

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

#### **8.7 Retention of Documents**

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

#### **8.8 Power to Remedy**

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

#### **8.9 Indemnity**

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

## **9. ATTORNEY**

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

## **10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT**

### **10.1 Statutory Restrictions**

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

### **10.2 Enforcement Powers**

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

### **10.3 Statutory Powers**

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

### **10.4 Fixtures**

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

### **10.5 Appointment of Receiver or Administrator**

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

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

#### **10.6 Powers of Leasing**

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

#### **10.7 Exercise of Powers**

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

#### **10.8 Restrictions on Notices**

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of Schedule 6 unless and until a Declared Default has occurred or any of the circumstances described in Clause 3 4 (*Conversion of Floating Charge*) or Clause 3 5 (*Automatic Conversion of Floating Charge*) have arisen
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of Part A or Part B of Schedule 4 until a Declared Default has occurred.

### **11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

#### **11.1 Receiver as Agent**

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

#### **11.2 Powers of Receiver**

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

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

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

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

### **11.3 Removal of Receiver**

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

### **11.4 Remuneration of Receiver**

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

### **11.5 Several Receivers**

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

## **12. APPLICATION OF MONIES AND INTERCREDITOR DEED**

### **12.1 Order of Application**

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

- (a) in payment of the costs and losses incurred, and payments made, by the Security Agent and/or any Receiver (including the payment of preferential debts),
- (b) in payment of remuneration to the Receiver at such market rates as may be agreed between the Receiver and the Security Agent (acting reasonably) at or any time after the Receiver's appointment,
- (c) in or towards satisfaction of the Indebtedness in accordance with Clauses 12 4 (*Application against Indebtedness*) and 12 6 (*Intercreditor Deed*), and
- (d) the surplus (if any) shall be paid to the relevant Charging Company or other person entitled to it

### **12.2 Insurance Proceeds**

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

### **12.3 Section 109 Law of Property Act 1925**

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

### **12.4 Application against Indebtedness**

Subject to Clause 12 6 (*Intercreditor Deed*), any monies received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any

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

#### **12.5 Suspense Account**

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

#### **12.6 Intercreditor Deed**

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

### **13. PROTECTION OF THIRD PARTIES**

#### **13.1 No Obligation to Enquire**

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

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

#### **13.2 Receipt Conclusive**

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

### **14. PROTECTION OF SECURITY AGENT AND RECEIVER**

#### **14.1 No Liability**

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

## **14.2 Possession of Charged Property**

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

## **14.3 Liability of Charging Companies**

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

## **14.4 Security Agent**

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

## **15. COSTS AND EXPENSES**

### **15.1 Enforcement and Preservation Costs**

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

### **15.2 Stamp Duties, etc**

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

### **15.3 Default Interest**

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

## **16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

### **16.1 Cumulative Powers**

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



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

## **16.2 Amounts Avoided**

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

## **16.3 Discharge Conditional**

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

## **17. RULING OFF ACCOUNTS**

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

## **18. DELEGATION**

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

## **19. REDEMPTION OF PRIOR CHARGES**

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

## **20. SET-OFF**

### **20.1 Set-Off Rights**

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

### **20.2 Unliquidated Claims**

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

## **21. NOTICES**

### **21.1 Communications in Writing**

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

### **21.2 Addresses**

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

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

### **21.3 Delivery**

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

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

## **22. CHANGES TO PARTIES**

### **22.1 Assignment by the Security Agent**

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

### **22.2 Changes to Parties**

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

### **22.3 New Subsidiaries**

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

### **22.4 Consent of Charging Companies**

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

## **23. CURRENCY CLAUSES**

### **23.1 Conversion**

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

### **23.2 No Discharge**

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

## **24. MISCELLANEOUS**

### **24.1 Small Company Moratorium**

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

### **24.2 Certificates Conclusive**

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

### **24.3 Invalidity of any Provision**

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

### **24.4 Counterparts**

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

### **24.5 Failure to Execute**

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

### **24.6 Perpetuity Period**

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

### **24.7 Third Party Rights**

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

### **24.8 Covenant to Release**

If either

- (a) all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, or
- (b) a Charging Company notifies the Security Agent that any Charged Property of the Charging Company is, or is to become, the subject of a disposal in accordance with clause 26 15 (*Disposals*) of the Senior Facilities Agreement,

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

## **25. GOVERNING LAW**

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

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

**SCHEDULE 1**  
**CHARGING COMPANIES**

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

## SCHEDULE 2

### DETAILS OF PROPERTIES<sup>1</sup>

#### **CATEGORY 1 SITES**

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

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

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



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

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

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

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

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

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

Site	Site Address	Title Number
London City Airport	8AS Hartmann Road, Silvertown, London, E16 2BZ	EGL501419
London Docklands	Coriander Avenue, off the A13, East India Dock Rd, Docklands, London, E14 2AA	EGL522281
London Feltham	The Longford Centre, High Street, Feltham, Middlesex, TW13 4BZ	AGL165371
London Fulham	290-302 North End Road, Fulham, London, Greater London, SW6 1NQ	BGL71737
London Heathrow Central	Hertz House, 7 Bath Road, Hounslow, Middlesex, TW5 9SW	AGL197914
London Ilford	Clements Road, Ilford, London, IG1 1BA	EGL506527
London Ilford Gants Hill	The Beehive, Beehive Lane, Gants Hill, Ilford, Essex, IG4 5DR	EGL485284
London Kew Bridge	North Road, High Street, Brentford, Middlesex, TW8 BD	AGL139563
London Kingston Upon Thames	21-23 Old London Road, Kingston Upon Thames, Surrey, KT2 6ND	SGL673103
London Kingston Upon Thames Central	International House, Wheatfield Way, Kingston Upon Thames, Surrey, KT1 2PD	SGL707785
London Northolt	Mandeville Road, Northolt, Middlesex, UB5 4LU	AGL259617
London Park Royal	A40 Western Avenue, Acton, London, W3 TE	AGL168573
London Romford	Market Place, St Edwards Way, Romford, Essex, RM1 1PP	BGL77377
London South Croydon	415 Brighton Road, South Croydon, Surrey, CR2 6EJ	SGL729875
London Uxbridge Central	Bakers Road, Uxbridge, Middlesex, UB8 1SS	AGL218717
London Wembley	Northdale House, North Circular Road, London, NW1 7UG	AGL150780
London Whetstone	1446 High Road, Whetstone, London, N2 9BS	AGL245705
London Wimbledon Morden	A24 Epsom Rd, Morden, Surrey, SM4 5PH	1 SGL662139 2 SGL674762
Ludlow	Foldgate Lane, Ludlow, Shropshire, SY8 1LS	SL183686
Ludlow Woofferton	A49/B4362 Woofferton, Nr Ludlow, Shropshire, SY8 4AL	SL167911
Lutterworth	Mill Lane, Lutterworth, Leicestershire, LE174BP	LT381527
Macclesfield Adlington	A523 London Rd South,	CH533182

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



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

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

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

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

**CATEGORY 2 SITES**

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

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

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

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



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

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

### **CATEGORY 3 SITES**

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

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

#### **CATEGORY 4 SITES**

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

#### **UNREGISTERED LEASES**

##### **CATEGORY 1**

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

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

## CATEGORY 2

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

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

#### NEW OPENINGS TO ADD TO UNREGISTERED LIST

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

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

#### REGISTERED LEASES

Site	Site Address
Altrincham Central	Grafton Tower, Stamford New Road, Altrincham, Cheshire, WA14 1DQ
Arundel Fontwell Park	Frontwell Park, Frontwell Avenue, Arundel, West Sussex, BN18 5Y
Bedford Goldington Road	403 Goldington Road, Bedford, Bedfordshire, MK41 5DS
Birmingham Airport	Falcon Way, off Terminal Road, Birmingham, B26 3QW
Birmingham Central Bull Ring	Upper Dean Street, Birmingham, B5 4SG
Birmingham Central Moor Street	Carrs Lane, Birmingham, Warwickshire, B4 7SX
Birmingham Halesowen	Whitehall Road, Halesowen, Birmingham, Warwickshire, B63 3HY

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

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



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

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

**SCHEDULE 3**  
**SUBSIDIARY SHARES**

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

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

## SCHEDULE 4

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

To *[insert name and address of counterparty]*

Dated:

Dear Sirs

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

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

We further notify you that

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

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

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

The provisions of this notice are governed by English law

Yours faithfully

---

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

**[On acknowledgement copy]**

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

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

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

---

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

Dated

**Part B**

**FORM OF NOTICE TO INSURERS**

To: [insert name and address of insurance company]

Dated:

Dear Sirs

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

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

We further notify you that.

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

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

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

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

The provisions of this notice are governed by English law

Yours faithfully

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

**[On acknowledgement copy]**

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

Copy to            [insert name and address of Charging Company]

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

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

Dated



**SCHEDULE 5**

**DETAILS OF COLLECTION ACCOUNTS**

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

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

## SCHEDULE 6

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

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

Dated

Dear Sirs

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

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

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

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

The provisions of this notice are governed by English law

**Schedule**

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

Yours faithfully

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

Counter-signed by

\_\_\_\_\_  
for and on behalf of  
**THE ROYAL BANK OF SCOTLAND PLC**

**[On acknowledgement copy]**

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

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

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

---

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

Dated:

## SCHEDULE 7

### FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on •

#### BETWEEN:

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

#### RECITAL:

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

NOW THIS DEED WITNESSES as follows

#### 1. INTERPRETATION

##### Definitions

- 1 1 Terms defined in the Debenture have the same meaning when used in this deed.

##### Construction

- 1 2 Clause 1 2 (*Construction*) and clause 1 3 (*Other References*) of the Debenture will be deemed to be set out full in this deed, but as references in those clauses to the Debenture were references to this deed.

#### 2. ACCESSION OF NEW CHARGING COMPANY

##### Accession

- 2 1 The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

##### Covenant to pay

- 2 2 The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment in accordance with the terms of the Senior Finance Documents

### **Fixed charges**

2.3 The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest but excluding the Scottish Charged Assets and Scottish Property (if any):

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

### **Floating charge**

2.4 As further security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee (to the extent applicable to the Scottish Charged Assets and/or Scottish Property) (save that full title guarantee shall not apply in respect of assets situated in Scotland) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 2.3 (*Fixed Charges*) or assigned under Clause 2.5 (*Security Assignment*), (to the extent applicable to the Scottish Charged Assets or Scottish Property), including without prejudice to the generality of the foregoing within the first floating

charge, including the Scottish Property and Scottish Charged Assets and including property and all other assets in Scotland, irrespective of whether the same is secured by first fixed charge or standard security or otherwise (any such standard security ranking in priority to the floating charge)

### Security Assignment

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

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

### 3. CONSTRUCTION OF DEBENTURE

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

### 4. CONSENT OF EXISTING CHARGING COMPANIES

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

### 5. NOTICES

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

Address •

Facsimile •

Attention •

### 6. LAW

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



**SCHEDULE 1**

Details of Freehold and Leasehold Property

**SCHEDULE 2**

Details of Subsidiary Shares

**SCHEDULE 3**

Assigned Agreements

**SCHEDULE 4**

Bank Accounts

**SCHEDULE 5**

Material Intellectual Property

## SIGNATORIES TO DEED OF ACCESSION

### The New Charging Company

EXECUTED as a deed by )  
 )  
acting by a director and its )  
secretary or two directors )

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

### The Parent

EXECUTED as a deed by )  
**THAME AND LONDON LIMITED** )  
acting by a director and its )  
secretary or two directors )

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

### The Security Agent

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

**SCHEDULE 8**

**MATERIAL INTELLECTUAL PROPERTY<sup>2</sup>**

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

<sup>2</sup> K+E to review and update accordingly

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

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

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

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

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



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

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

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

		Hotels Limited										
Oman	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int				
Oman	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int				
Pakistan	SLEEPING Device	Travelodge Hotels Limited	239817	02-Aug-2007			Published	43 Int				
Philippines	SLEEPING Device	Travelodge Hotels Limited	4-2011- 001340	07-Feb-2011	4-2011- 001340	07-Jul-2011	Registered	43 Int				
Qatar	SLEEPING Device	Travelodge Hotels Limited	56763	09-Apr-2009			Published	42 Int				
Qatar	TRAVELODGE	Travelodge Hotels Limited	56762	09-Apr-2009			Published	42 Int				
Russian Federation	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int				
Russian Federation	TRAVELODGE	Trusthouse Forte California Inc	66473/50	09-Oct-1973	49488	18-Sep-1973	Registered	16 Int , 29 Int , 30 Int , 31 Int , 32 Int , 33 Int , 42 Int				
Rwanda	SLEEPING Device	Travelodge Hotels Limited	6656/JRK	15-Jul-2009	6656/JRK	15-Jul-2009	Registered	43 Int				
Rwanda	TRAVELODGE	Travelodge Hotels Limited	6655/JRK	15-Jul-2009	6655/JRK	15-Jul-2009	Registered	43 Int				

San Marino	SLEEPING Device	Travelodge Hotels Limited	SM-M- 200700173	13-Sep-2007	SMM200700 173	31-Oct-2008	Registered	43 Int
San Marino	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Serbia	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Serbia	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int.
Singapore	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
South Africa	SLEEPING Device	Travelodge Hotels Limited	2008/20438	01-Sep-2008	2008/20438	27-Sep-2010	Registered	43 Int
Sri Lanka	SLEEPING Device	Travelodge Hotels Limited	140280	03-Aug-2007			Pending	43 Int.
Switzerland	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int.
Switzerland	TRAVELODGE	Travelodge Hotels Limited	2182/1993 4	01-Apr-1993	405968	01-Apr-1993	Registered	03 Int , 39 Int., 41 Int., 42 Int
Syria	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int
Taiwan	SLEEPING Device	Travelodge Hotels Limited	096036967	02-Aug-2007	1327485	01-Sep-2008	Registered	43 Int.
Taiwan	TRAVELODGE	Travelodge	82018368	26-Apr-1993	83017	01-Jun-1996	Registered	42 Int.

Taiwan	TRAVELODGE	Hotels Limited	098002752	22-Jan-2009	1375267	16-Aug-2009	Registered	43 Int
Thailand	SLEEPING Device	Travelodge Hotels Limited	722531	23-Feb-2009	Bor45994	23-Feb-2009	Registered	43 Int
Tunisia	SLEEPING Device	Travelodge Hotels Limited	EE09 0349	17-Feb-2009	EE09 0349	12-May-2010	Registered	43 Int
Tunisia	TRAVELODGE	Travelodge Hotels Limited	EE09 0348	17-Feb-2009	EE09 0348	12-May-2010	Registered	43 Int
Turkey	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int
Turkey	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int
Ukraine	SLEEPING Device	Travelodge Hotels Limited	965162	30-Jul-2007	965162	30-Jul-2007	Registered	43 Int
Ukraine	TRAVELODGE	Travelodge Hotels Limited	991213	28-Oct-2008	991213	19-Feb-2009	Registered	43 Int
United Arab Emirates	SLEEPING Device	Travelodge Hotels Limited	127112	18-Mar-2009	161181	08-Dec-2011	Registered	43 Int
United Arab Emirates	TRAVELODGE	Travelodge Hotels Limited	17896	18-Aug-1996	19814	18-Aug-1996	Registered	42 Int
United Kingdom	BE SLEEPWISE	Travelodge Hotels Limited	2389066	11-Apr-2005	2389066	04-Nov-2005	Registered	41 Int , 43 Int , 44 Int

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

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



**SIGNATORIES TO DEBENTURE**

**Parent**

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

Signature of director 

Name of director *J. Boydell*

Signature of witness 

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

**Notice Details**

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

With a copy to: Full Moon Holdco 6 Limited


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

Mark Storey mark.storey@travelodge.co.uk


Peter Lister peter.lister@travelodge.co.uk

**Charging Companies**

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

Signature of director 

Name of director Jo Boydell

Signature of witness 

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

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Lister peter.lister@travelodge.co.uk

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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
4 LESGUY ROAD, THAME, OXON

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

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

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

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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBUZZY ROAD, THAME, OXON

#### Notice Details

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


With a copy to Full Moon Holdco 6 Limited


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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director   
Name of director Jo Boydell

Signature of witness 

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

**Notice Details**

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

With a copy to. Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Lister peter.lister@travelodge.co.uk

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


Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBURY ROAD, THAME, OXON

#### Notice Details

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

EXECUTED as a deed by )  
TLLC LEVPROPCO1 LIMITED )  
acting by a director in the presence )  
of a witness )

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBURY ROAD, THAME, OXON

**Notice Details**

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


With a copy to Full Moon Holdco 6 Limited

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


Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director 

Name of director J. Boydell

Signature of witness 

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

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk



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

Signature of director 

Name of director Jo Boydell

Signature of witness 

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

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

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

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

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

Signature of director



Name of director

Jo Gordon

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AULSBURY ROAD, THAME, OXON

#### Notice Details

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director



Name of director

J. Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEP HOLLOW  
AYLESBURY ROAD, TRAME, OXON

#### Notice Details

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


With a copy to Full Moon Holdco 6 Limited

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


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

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director 

Name of director Jo Boydell

Signature of witness 

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

**Notice Details**

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


With a copy to Full Moon Holdco 6 Limited

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


Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director 

Name of director Jo Boydell

Signature of witness 

Name and address of witness ELIZABETH LAKE  
SLEEPY HOLLOW  
AMEBURY ROAD, TRAME, OXON

**Notice Details**

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

With a copy to. Full Moon Holdco 6 Limited

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

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

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

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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBURY ROAD, THAME, OXON

#### Notice Details

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBURY ROAD, THAME, OXON

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Lister peter.lister@travelodge.co.uk

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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
Sleepy Hollow  
Aylesbury Road, Thame, Oxon

#### Notice Details

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk



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

Signature of director



Name of director

Jo Boydell

Signature of witness



Name and address of witness

ELIZABETH LAKE  
SLEEPY HOLLOW  
AYLESBURY ROAD, THAME, OXON

**Notice Details**

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


With a copy to: Full Moon Holdco 6 Limited

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


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

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

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

Signature of director 

Name of director Jo Boydell

Signature of witness 

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

**Notice Details**

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

With a copy to Full Moon Holdco 6 Limited

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

Mark Storey mark.storey@travelodge.co.uk

Peter Litster peter.litster@travelodge.co.uk

**Security Agent**

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

**Notice Details**

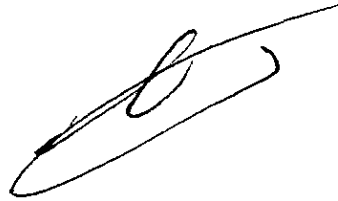
**Address:**

**Facsimile:**

**Attention**

Security Agent

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



Notice Details

Address 250 BISHOPSGATE  
LONDON EC2M 4AA  
Facsimile 0207 678 8727  
Attention ALAN R. GLENHAM