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in black type, or
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*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

216

29423

Name of company

* Whitbread Group plc

Date of creation of the charge

30 September 2009

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

Legal Charge (the Legal Charge)

Amount secured by the mortgage or charge

Please see the attached schedule 1.

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

Whitbread Pension Trustees Limited of Whitbread Court, Houghton Hall
Business Park, Porz Avenue, Dunstable, Bedfordshire as trustee of the
Whitbread Group Pension Fund

Postcode LU5 5XE

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

Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

MFT/CXA/SAC.52-13

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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A26

02/10/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached schedule 2 and appendix 1.

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

Particulars as to commission allowance or discount (note 3)

Signed

Walker Morris

Date

2-10-09

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Whitbread Group plc

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

SCHEDULE 1
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) or Whitbread Group plc (Company Number 29423) to make payments to the Whitbread Group Pension Fund (the **Fund**) up to a maximum amount of:

(a) £150,000,000; or

(b) where the deficit is less than £150,000,000, an amount equal to the Deficit.

Under the terms of the Legal Charge the expression "Deficit" means at any time, the most recent of:

- (a) the deficit of £383,000,000 as at 31 March 2008 calculated by the actuary appointed as actuary to the Whitbread Group Pension Fund for the purposes of section 47(1) of the Pensions Act 1995 (the **Scheme Actuary**) in accordance with the statement of funding principles relating to the Fund appended to a Deed of Covenant dated 26 June 2009 and made between Whitbread plc (1) Whitbread Group plc (2) and the Chargee (3); and
- (b) the amount calculated by the Scheme Actuary to be equal to the amount by which the assets of the Fund were less than the value of its liabilities on any date (as calculated under clause 3.4 of that Deed of Covenant).

SCHEDULE 2
SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

- 1 By way of first legal mortgage all of the Company's estate or interest in the freehold or leasehold properties listed below (the **Mortgaged Property**) and every part of it including:
 - (i) all buildings and fixtures and fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that Mortgaged Property or any monies paid or payable in respect of those covenants.
- 2 By way of fixed charge:
 - (i) all the plant and machinery and computer equipment of the Company present and future located at and used in connection with the property referred to above and not regularly disposed of in the ordinary course of business; and
 - (ii) all furniture, furnishings, equipment, tools and other tangible moveable property of the Company present and future located at and used in connection with the property and not regularly disposed of in the ordinary course of business (but excluding any brewer supplied branded fonts and soap dispensers and other ancillary washroom cleaning equipment); and
 - (iii) by way of first floating charge all such chattels at any time not effectively charged pursuant to the fixed charge referred to in paragraph 2 above.
- 3 To the extent that the same are assignable and subject to a proviso for reassignment on redemption, by way of assignment all its rights in respect of any insurance policies now or hereinafter effected in respect of the Mortgaged Property or the chattels referred to in paragraph 2 above.
- 4 [By way of security and subject to a proviso for reassignment on redemption or release under the terms of the legal charge, by way of assignment all its rights under an agreement dated 4 October 2007 between Premier Inn Limited (1) Whitbread Restaurants Limited (2) and Whitbread Group plc (3) to accept leases of part in respect of some of the Mortgaged Property (but not otherwise).]

By clause 4.5 of the Legal Charge, the Company covenanted:

- (a) not to create or permit to subsist any mortgage, pledge, lien (other than a lien arising by operation of law), charge or other security interest securing any obligation of any person on any of the assets the subject of any security created by the Legal Charge;
- (b) not to sell, transfer, licence, lease or otherwise dispose of any such assets; or
- (c) not to agree to the assignment, variation or surrender of any lease affecting any such asset, save in each case as expressly permitted by clause 18 and 19 of the Legal Charge or with the prior written consent of the trustee.

APPENDIX 1**MORTGAGED PROPERTY**

Site	Address	Title Number	Proprietor
Rotherham Premier Inn	Brecks Hotel, East Bawtry Road, Wickerley S65 3JB	SYK298959	Premier Inn Limited
Chessington Premier Inn	Land on the west side of Leatherhead Road, Chessington, KT9 2NE	TGL23552	Premier Inn Limited
Bangor Premier Inn	Land lying to the north west of Pen Rhos Road, Capel-y-Graig, Bangor LL57 4FA	WA905767	Premier Inn Limited
Sittingbourne Premier Inn	Land lying to the east of Sheppey Way, Bobbing ME9 8RZ	K804354	Premier Inn Limited
Crewe Premier Inn	Marshfield Bank Farm, Coppenhall Lane, Crewe CW2 8SD	CH391968	Premier Inn Limited
Horsham Premier Inn	The Station Hotel, North Street, Horsham RH12 1RB	WSX165916	Premier Inn Limited
Gloucester (Longford) Premier Inn	Longford Inn, Tewkesbury Road, Longford GL2 9BE	GR165159	Premier Inn Limited
Wirral (Heswall) Premier Inn	Glegg Arms, Gayton CH60 3SD	MS310796	Premier Inn Limited

Bradford South Premier Inn	Land and buildings on the north side of Whitehall Road, BD19 6HGCleckheaton	WYK574015	Premier Inn Limited
Tring Premier Inn	Crows Nest, Tring Hill HP23 4LD	BM153847	Premier Inn Limited
Dover West Premier Inn	The Plough, Hougham Without and land adjoining, Dover CT15 7AB	K88623	Premier Inn Limited
Epsom South Premier Inn	Heathside and Epsom South Premier Lodge, Brighton Road, Tadworth KT20 6BW	SY297819 SY104443 SY122595	Premier Inn Limited
Runcorn Premier Inn	Land on the north west side of Chester Road, Runcorn WA7 3BB	CH383424	Premier Inn Limited
Bromsgrove Central Premier Inn	Premier Travel Inn, Birmingham Road, Bromsgrove B61 0BA	WR61579	Premier Inn Limited
Dudley (Kingswinford) Premier Inn	The Kingswinford, Dudley Road, Kingswinford DY6 8WT	WM668672	Premier Inn Limited
Dunstable South Premier Inn	Horse and Jockey Restaurant, Watling Street Dunstable LU6 3QP	BD61340	Premier Inn Limited
Basildon (East Mayne) Premier	Land on the east side of East Mayne, Basildon	EX253708	Premier Inn Limited

Inn	SS13 1BW		
Southampton North Premier Inn	The Balmoral Inn Public House, Romsey Road, SO16 0XJNursling	HP413814	Premier Inn Limited
Bridgend Premier Inn	Panruthin Fach Farm, Pencoed, Bridgend CF35 5HY	WA739310	Premier Inn Limited
Gatwick/Crawley South Premier Inn	Goffs Park Hotel and 47 Goffs Park Road, Crawley RH11 8AX	WSX84982	Premier Inn Limited
Knutsford (Bucklow Hill) Premier Inn	The Swan, Chester Road, Bucklow Hill, Knutsford WA16 6RD	CH458514	Premier Inn Limited
Dover East Premier Inn	Land lying to the north west of Jubilee Way at the junction of the A2 and A258 Guston Wood, Dover CT15 5FD	K676885	Premier Inn Limited
Manchester Airport (Heald Green) Premier Inn	The Heald Green, Finney Lane, Heald Green, Cheadle SK8 2QH	GM606629	Premier Inn Limited
Manchester Altrincham Premier Inn	George and Dragon, Manchester Road, Altrincham WA14 4PH	GM852670	Premier Inn Limited
Blackpool (Bispham) Premier Inn	The Red Lion Hotel, Devonshire Road, Bispham	LA655110	Premier Inn Limited

	FY2 0AR		
Redditch Premier Inn	The Foxlydiate, Birchfield Road, Redditch B97 6PX	WR49977	Premier Inn Limited
Leicester (Forest East) Premier Inn	Forest Park, Hinckley Road, Leicester Forest East LE3 3GD	LT110788	Premier Inn Limited
London Kew Premier Inn	Land on the north west side of Ferry Lane, Brentford TW8 0BB	AGL109132 AGL96036	Premier Inn Limited
Manchester City Centre (GMEX) Premier Inn	Land and buildings on the south west side of Bale Street, Manchester M2 3DW	LA5221 GM490437 GM690742	Premier Inn Limited
Slough Premier Inn	76 Uxbridge Road, Slough SL1 1SU	BK323662	Premier Inn Limited
Leeds City West Premier Inn	Premier Lodge, City West One Office Park, Gelderd Road, Leeds LS12 6LX	WYK658286	Premier Inn Limited
Peterborough (A1M, J16) Premier Inn	Posthouse Peterborough, London Road, Norman Cross, Peterborough PE7 3TB	CB121803 CB180813 CB163436	Premier Inn Limited
Warrington East Premier Inn	Warrington Central Premier Lodge, Manchester Road, Woolston, Warrington WA1 4GB	CH375529 CH512208	Premier Inn Limited

Gatwick/Crawley East Premier Inn	Land on the east side of Crawley Avenue, Gossops Green, Crawley RH10 8BA	WSX231846	Premier Inn Hotels Limited
Maidstone (Allington) Premier Inn	Sir Thomas Wyatt Public House, London Road, Allington ME16 0HG	K717300	Premier Inn Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 29423
CHARGE NO. 26**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30
SEPTEMBER 2009 AND CREATED BY WHITBREAD GROUP PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
WHITBREAD GROUP PLC TO THE WHITBREAD GROUP
PENSION FUND UP TO A MAXIMUM AMOUNT OF £150,000,000
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES