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legibly, preferably
in black type, or
bold block lettering

*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



6380462

Name of company

* Airparks Management Limited (the "Mortgagor")

Date of creation of the charge

1 October 2008

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

A debenture dated 1 October 2008 between the Mortgagor (1) and Clydesdale Bank
Public Limited Company (the "Bank") (2) (the "Debenture")

Amount secured by the mortgage or charge

By clause 2 of the Debenture the Mortgagor has covenanted with the Bank to pay and
discharge to the Bank on demand.

(a) all monies and liabilities which are at the date of the Debenture or shall at
any time thereafter be due owing or incurred to the Bank by the Mortgagor whether
actually or contingently and whether at the date of the Debenture or in the future
and whether solely or jointly with any other person and whether as principal or
surety or in any way whatsoever provided that the monies and liabilities which the
Mortgagor has covenanted to pay and discharge shall not include any monies and
liabilities arising under a regulated consumer credit agreement falling within Part
V of the Consumer Credit Act 1974, unless specifically agreed in writing between
the Mortgagor and the Bank;

(b) on a full and unlimited indemnity basis all costs charges losses expenses and
other sums mentioned in clause 17 of the Debenture, and

(c) interest to the date of discharge on all sums payable and liabilities to be
discharged under any of the provisions of the Debenture,
(together, the "Secured Amounts")

See cont sheet . . /

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

Clydesbank Bank Public Limited Company whose registered office is at 30 St. Vincent
Place, Glasgow

Postcode G1 2HL

Presentor's name address and
reference (if any)

K&L Gates LLP
110 Cannon Street
London
EC4N 6AR

RAH/JAS/6011054 00005/AMLCO

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



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LD3

06/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By clause 3 of the Debenture the Mortgagor, with full title guarantee, has charged in favour of the Bank as a continuing security for the Secured Amounts.

(a) by clause 3.1 of the Debenture by way of legal mortgage.

(i) all the freehold or leasehold property specified in the Schedule (NB: there is no property listed),

(ii) all other freehold and leasehold property vested in the Mortgagor at the date of the Debenture,

(b) by clause 3.2 of the Debenture by way of first fixed charge;

(i) all freehold and leasehold property acquired after the date of the Debenture by the Mortgagor;

(ii) all freehold and leasehold property at the date of the Debenture or in the future, beneficially owned by but not vested in the Mortgagor,

(iii) all the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Mortgagor,

(iv) all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities,

(v) all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance at the date of the Debenture or thereafter held by or inuring to the benefit of the Mortgagor,

See cont sheet /


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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

6/10/8

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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 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 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 situated 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.

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Amount due or owing on the mortgage or charge (cont.....)

By clause 17 of the Debenture the Mortgagor has covenanted to pay to the Bank and any Receiver and discharge on demand all costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to the Debenture or the Secured Amounts or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including, without limitation, the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Debenture or with any proceedings by or against any third party relating to the Charged Assets and/or Charged Debts or to the security constituted by the Debenture or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any such other security (including, without limitation, the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Debenture or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him (save and to the extent of that persons fraud, gross negligence or wilful misconduct), directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts

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

- (vi) all uncalled capital and goodwill for the time being of the Mortgagor,
- (vii) all patents, patent applications, trade marks, trade names, registered designs, copyrights, licences and similar rights for the time being of the Mortgagor and all agreements at the date of the Debenture or future agreements relating to the use by the Mortgagor of any intellectual property rights and all agreements at the date of the Debenture or future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income, and
- (viii) the Charged Debts,

provided however that the Agreements and all rights, title, interest, entitlement and income which the Mortgagor has under the Agreements shall be excluded from the fixed charges created pursuant to clause 3 2 of the Debenture

- (c) by clause 3 3 of the Debenture by way of floating charge all the property, assets and undertaking of the Mortgagor both at the date of the Debenture and in the future not subject to a legal mortgage or fixed charge under the Debenture including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in clause 3 2 of the Debenture

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) applies to any floating charge created pursuant to the Debenture

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Note:

By clause 4 of the Debenture the Mortgagor has covenanted with the Bank that the Mortgagor will not without the prior written consent of the Bank

- (a) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts
- (b) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets
- (c) part with sell or dispose of all or except in the ordinary course of the Mortgagor's business and for the purpose of carrying on the same any of the Charged Assets
- (d) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Charged Debts except as expressly provided for in the Debenture other than granting normal trade credit in accordance with the Mortgagor's reasonable and prudent management of its debtors on a normal commercial basis
- (e) grant or agree to grant any licence or tenancy affecting all or any part of the Charged Assets nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Charged Assets or any part thereof nor part with possession thereof

By clause 11.1 of the Debenture, the Debenture shall not be considered as satisfied or discharged by any intermediate payment of part of the Secured Amounts but shall constitute and be a continuing security to the Bank and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any rights or remedies to which the Bank is by law entitled or any other securities which the Bank may at any time hold for the Secured Amounts or any right or remedy of the Bank under the Debenture and in particular it shall not be necessary for the Bank to resort to or seek to enforce any security or personal guarantee or liability of any other person firm or company

Definitions:

In these particulars the following terms have the meanings defined below

"the Agreements" means the SPA, the ATA and the AMAs,

"the AMAs" means the asset management agreements dated 2 October 2007 and entered into between, amongst others, the Mortgagor and Q-Parks Limited in respect of car park sites at Isherwood Road (Manchester), Bumbrea Drive (Paisley), Callerton Lane (Newcastle), Charlwood Road (Gatwick) and Thorley Lane (Manchester),

"the ATAs" means the asset transfer agreements dated 2 October 2007 and entered into between the Mortgagor and Q-Park Securities Limited in respect of car park sites at Isherwood Road (Manchester), Bumbrea Drive (Paisley), Callerton Lane (Newcastle), Charlwood Road (Gatwick) and Thorley Lane (Manchester),

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"Charged Assets" means the property assets and undertaking for the time being of the Mortgagor which are subject to the legal mortgages and/or charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them,

"Charged Debts" means all book debts and other debts at the date of the Debenture and from time to time thereafter due owing or incurred to the Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in clause 3 2 8 of the Debenture,

"Event of Default" has the same meaning given to it in the Facility Agreement,

"Facility Agreement" means the facility agreement dated 22 February 2005 between (1) Holiday Extras Holdings Limited (then known as Loftsite Limited) (being the holding company (as such term is defined in section 736 of the Companies Act 1985) of the Mortgagor) and (2) the Bank (as amended and restated from time to time),

"Receiver" means any administrative receiver (to the extent permitted by applicable laws), receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture and if more than one administrative receiver, receiver and manager has been so appointed then the expression "the Receiver" shall mean any or all of them, and

"the SPA" means the share purchase agreement dated 2 October 2007 and entered into between, amongst others, the Mortgagor and Universal Parking Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6380462
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 OCTOBER
2008 AND CREATED BY AIRPARKS MANAGEMENT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED
COMPANY 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
6 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 OCTOBER 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES