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COMPANIES FORM No. 395

Particulars of a mortgage or charge

1545561156

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3311

00769170

Name of company

* Travelodge Hotels Limited (the "Company")

Date of creation of the charge

26 September 2006

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

SECURITY ACCESSION DEED dated 26 September 2006 between the New Charging Companies, the Parent and the Security Agent (the "Deed")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document, Mezzanine Finance Document or the PIK Facility Agreement as at 26 September 2006 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 section 151 of the Companies Act 1985 (the "Indebtedness").

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC of 5th Floor, 135 Bishopsgate, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



1.1 Fixed charges

The New Charging Companies, as continuing security for the payment of the Indebtedness, charge in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by them or in which they have 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 2 to the Deed, as set out in Schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

Continued on Addendum 4/4

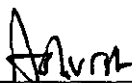
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

2/10/06

On behalf of ~~XXXXXXXXXXXX~~ [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
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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)

NOTE:

In this form:

"Agreed Security Principles" means the agreed security principles as set out in Schedule 9 to the Senior Facilities Agreement;

"Assigned Agreements" means the Acquisition Documents and the Hedging Agreements (as both such terms are defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent including the agreements listed in Schedule 4 to the Deed;

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

"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

"Charging Companies" means the Parent, each of the companies in schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (including each of the New Charging Companies);

"Collection Accounts" means the accounts of the Company set out in Schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify including the accounts listed in Schedule 5 to the Deed, as set out in Schedule 4 hereto;

"Debenture" means the debenture dated 3 September 2006 between the Charging Companies and the Security Agent;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27.21 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24.21 (Acceleration) of the Mezzanine Facility Agreement or the PIK Facility Agent exercising any of its rights under clause 24.21 (Acceleration) of the PIK Facility 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, the Mezzanine Facility Agreement and the PIK Facility Agreement;

"Facility Agent" means The Royal Bank of Scotland plc;

"Finance Documents" means the Senior Finance Documents, the Mezzanine Finance Documents and the PIK Finance Documents;

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;

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"Group" means the Parent and each of its Subsidiaries from time to time;

"Group Company" means a member of the Group;

"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.

"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 the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Mezzanine Facility Agent" means RBS Mezzanine Limited;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time) entered into between, amongst others, Full Moon Holdco 5 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as mezzanine lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as mezzanine facility agent and The Royal Bank of Scotland plc as mezzanine security agent, under which the mezzanine lenders have made available mezzanine facilities to Full Moon Holdco 5 Limited;

"Mezzanine Finance Documents" has the meaning given to that term in the Mezzanine Facility Agreement;

"Mezzanine Finance Parties" has the meaning given to that term in the Mezzanine Facility Agreement;

"New Charging Companies" means the companies listed in Schedule 1 to the Deed, as set out in Schedule 1 hereto;

"Nominated Accounts" means such account as the Security Agent may nominate;

"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement;

"Parent" means Full Moon Holdco 3 Limited, a company incorporated in England and Wales with registered number 5893847;

"PIK Facility Agent" means RBS Mezzanine Limited;

"PIK Facility Agreement" means the PIK facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time), entered into between, amongst others, Barclays Bank PLC and The Royal Bank of Scotland plc as PIK lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as PIK facility agent and The Royal Bank of Scotland plc as security agent, under which the PIK lenders have made available facilities to Full Moon Holdco 4 Limited;

"PIK Finance Documents" has the meaning given to that term in the PIK Facility Agreement;

"PIK Finance Parties" has the meaning given to that term in the PIK Facility Agreement;

"Scottish Charged Assets" means the Chargor'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 the Chargor situated in Scotland;

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Finance Parties;

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

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"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) entered into, amongst others, Full Moon Holdco 6 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, The Royal Bank of Scotland plc as facility agent and security agent, under which the lenders have made available facilities to Full Moon Holdco 6 Limited;

"Senior Finance Documents" has the meaning given to that term in the Senior Facilities Agreement;

"Senior Finance Parties" has the meaning given to that term in the Senior Facilities Agreement;

"Subsidiaries" means a subsidiary within the meaning of section 736 of the Companies Act 1985; and

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries (including but not limited to, the shares set out in Schedule 3 to the Deed, as set out in Schedule 3 hereto).

Addendum 3/4

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

Addendum 4/4

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

(b) by way of first fixed charge:

- (i) all other interests (not charged under paragraph 1.1(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 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, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person;
- (vii) all its Intellectual Property (including the Intellectual Property as detailed in Schedule 6 to the Deed as set

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out 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) to the Deed, all its rights and interests in (and claims under) the Assigned Agreements.

1.2 Floating charge

As further security for the payment of the Indebtedness, each 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) to the Deed or assigned under clause 2.5 (Security Assignment) to the Deed, (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).

1.3 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 a Declared Default, but subject to clause 8.7 (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.

2. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not:

- (a) create or agree to create or permit to subsist any 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, the Mezzanine Facility Agreement and the PIK Facility Agreement or with the prior consent of the Security Agent.

3. FURTHER ASSURANCE

3.1 General

- (a) Subject to the Agreed Security Principles, the 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)):

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(i) to perfect the Security created or intended to be created under or evidenced by the Debenture (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 the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Debenture or by law;

SCHEDULES

Schedule 1

New Charging Companies

Name	Registered Number
TLLC Group Holdings Limited	04592844;
TLLC Holdings 2 Limited	04588957;
TLLC Holdings 3 Limited	04588791;
TLLC Holdings 4 Limited	04588955;
TLLC Holdings 5 Limited	04592836;
TLLC Limited	04590019;
Travelodge Hotels Limited	00769170;
TLLC LevPropco1 Limited	04590301;
TLLC LevPropco5 Limited	04582088;
TLLC LevPropco7 Limited	04582106;
TLLC Regent Palace Limited	04588945;
TLLC PropHoldco1 Limited	04588799.

Schedule 2

Details of Freehold and Leasehold Property

Non Consent

Title Number	Site Address
DY382929	Old Swanwick Colliery Rd, Alfreton, Derbyshire DE55 1HJ
SH18889	A31, 156 Winchester Rd, Four Marks, Alton, Hampshire, GU34 5HZ
WT237572	A303 Countess Services, Amesbury, Wiltshire SP4 7AS
WSX288149	A27/A29 Fontwell, Fontwell, West Sussex, BN18 0SB
K908458	Eureka Leisure Park, Rutherford Road, Ashford, Kent, TN25 4BN

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HD439910	A1 Great North Road (southbound), Nr Baldock, Hertfordshire SG7 5EX
Pending registration	A5/A55 Junction, Llys-y-gwynt, Bangor, Gwynedd LL57 4BG
SYK498202	A635/A633 Stairfoot Roundabout, Doncaster Rd, Barnsley, South Yorkshire, S70 3PE
Pending registration	Cockden Villas, Walney Rd, Barrow, Lancashire LA14 5UG
SK262217	A1 Fiveways Roundabout, Barton Mills, Mildenhall, Suffolk, IP28 6AE
HP655487	A303 Westbound, Barton Stacey, Nr Winchester, Hampshire SO21 3NP
EX739778	Festival Leisure Park, Festival Way, Basildon, Essex SS14 3WB
HP655268	Winchester Rd, Basingstoke, Hampshire, RG22 6HN
ST234193	Broad Street, George Street, 1 York Buildings, Bath, Avon BA1 2EB
WS21073	A36 Trowbridge Road, Beckington, Bath, Avon BA11 6SF
BD242609	A421 Beancroft Road Junction, Marston Moretaine, Bedfordshire MK43 0PZ
BD242608	A1/A421 Black Cat Roundabout, Wyboston, Chawston, Bedfordshire MK44 3BE
ND140003	Loaning Meadows, North Road, Berwick upon Tweed, Northumberland TD15 1SJ
ON256739	Moto Service Area, Cherwell Valley, Northampton Rd, Ardley, Bicester, Oxon, OX27 7RD
WSX288148	A29 Stane St, Five Oaks, Billingshurst, West Sussex RH14 9AE
WM852086	230 Broad St, Birmingham, West Midlands B15 1AY
WM852211	A461 Dudley Rd, Brierley Hill, West Midlands DY5 1LQ
WR93186	Moto Service Area Frankley, Jctns 3/4 M5, Illey Lane, Birmingham, West Midlands B32 4AR
SF497093	Moto Service Area, Hilton Park, Jct 10a/11 MT, Essington, Nr Wolverhampton, Staffordshire, WV1 2AT
WM853796	A4123 Wolverhampton Road, Oldbury, Warley, West Midlands B69 2BH
WM852210	Boldmere Rd, Sutton Coldfield, West Midlands B73 5UP
WM884152	Birmingham Road, Great Barr, Walsall, Warwickshire WS5 3AB
WM734986	A45 Coventry Rd, Yardley, Birmingham, West Midlands B26 1DS
NT409219	Moto Service Area, Jct A1 (M) / A614 Hilltop Roundabout, Blyth, Nottinghamshire S81 8HG
DT331859	43 Christchurch Road, Bournemouth, Dorset, BH1 3PA
BK395411	London Road, Binfield, Nr Bracknell, Berkshire, RG42 4AA
WYK787732	Mid Point, Dick Lane, Thornbury, Bradford, Yorkshire BD3 8QD
EX744334	A127 East Horndon, Brentwood, Essex CM13 3LL

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CYM220934	Old Mill, Felindre Road, Pencoed, Nr Bridgend, Mid Glamorgan CF35 5HU
ST234268	First Motorway Services, M5 Service Area, Huntsworth Business Park, Bridgwater, Somerset TA6 6TS
ESX283540	165-167 Preston Rd, Brighton, East Sussex BN1 6AU
GR280303	Cribbs Causeway, Bristol, Avon, BS10 7TL
GR280353	Moto Service Area, Severn View, M48 Motorway, Junction 1, Bristol, Gloucestershire BS35 4BH
BM297824	A421 Bypass, Buckingham, Buckinghamshire MK18 1SH
LAN7592	Cavalry Barracks, Barracks Rd, Burnley, Lancashire BB11 4AS
SF497252	A38 Northbound, Barton under Needwood, Burton on Trent, Staffordshire DE13 8EG
SF497251	A38 Southbound, Barton-under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EH
LA951169	Moto Service Area Burton, M6 Motorway, Burton, West Carnforth, Lancashire LA6 1JF
MAN38596	Route 66 Leisure Park, Pilsworth Road, Bury, Lancashire BL9 8RS
CB293378	A11 Fourwentways, Great Abington, Cambridgeshire CB1 6AP
CB293563	A14 Cambridge Road, Eastbound, Nr Swavesey, Cambridgeshire CB4 5QR
K883539	Gate Service Area, A2 Trunk Road – Westbound, Dunkirk, Faversham, Kent ME13 9LN
K891258	A299 Thanet Way, Faversham, Kent ME13 9EL
CYM210215	Circleway East off A48M, Llanederyn,, Cardiff, Vale of Glamorgan CF23 9PD
CU205637	Moto Service Area Southwaite, M6 Motorway, Broadfield Rd, Carlisle, Lancashire CA4 0NT
GR254818	Golden Valley Roundabout,, Hatherley Lane, Cheltenham, Gloucestershire GL51 6PN
SGL670487	North Wing, Tolworth Tower,, Tolworth, London KT6 7EL
CYM220085	A55 Northop Hall, Mold, Flintshire CH7 6HB
DY385940	A61 Brimington Rd North, Whittington Moor, Chesterfield, Derbyshire S41 9BE
SH12710	A27 Eastbound, Emsworth, Hampshire PO10 7RB
WT237644	Moto Service Area, Leigh Delamere, M4 Motorway Eastbound, Chippenham, Wiltshire SN14 6LB
WT237645	Moto Service Area, Jct 17/18 M4 Motorway Westbound, Chippenham, Wiltshire SN14 6LB
EX371081	A12 London Road Northbound, Feering, Colchester, Essex CO5 9EL

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NGL825254	10 Drury Lane, High Holborn, London WC2B 5RE
CH545372	Beswick Way, Crewe Green Link Road, Crewe Green, Crewe, Cheshire, CW1 5NW
K879490	Charles Street, off Crossways Boulevard, Greenhithe, Dartford, Kent DA2 6QQ
DY354272	Kingsway Retail Park, Rowditch, Derby, Derbyshire DE22 3NN
SYK498201	A1 Great North Road, Carcroft, Doncaster, South Yorkshire DN6 9LF
SYK476850	Moto Service Area, Doncaster North, OldThorpe Rd, Hatfield, Doncaster, Yorkshire DN8 5GS
SY736524	A25 Reigate Rd, Dorking, Surrey RH4 1QB
BD242610	A5 Watling Street, Hockliffe, Leighton Buzzard, Bedfordshire LU7 9LZ
CB293377	A10/A142 Roundabout, Witchford Road, Ely, Cambridgeshire CB6 3NN
DN509422	Moto Service Area, M5 Motorway, Sandygate, Exeter, Devon EX2 7HF
NGL836824 and NGL213049	10-42 Kings Cross Road, London WC1X 9ON
Not yet registered	The Longford Centre, High Street, Feltham, Middlesex TW13 4BZ
TY436451	Clasper Way, Slalwell, Newcastle Upon Tyne, Tyne & Wear NE16 3BE
WSX287955	Church Rd, Lowfield Heath, Crawley, West Sussex RH11 0PQ
LL236996	Moto Service Area, Grantham Moor, A1 Trunk Rd, Gonerby Moor, Grantham, Lincolnshire NG32 2AB
LL79424	Service Area Grantham, A1 Colsterworth, Grantham, Lincolnshire NG33 5JR
NK320972	A47 Roundabout, Acle by Pass, Nr Norwich, Norfolk NR13 3BE
Not yet registered	Woodbridge Meadows, Guildford, Surrey GU1 1BD
WYK728844	Gate 9, Dean Clough Mill, Halifax, West Yorkshire HX3 5AX
CYM220086	A55, Halkyn, Flint, Clwyd CH8 8RF
EX750502	Edinburgh Way, Harlow, Bedfordshire CM20 2TT
EX744336	A414 Tylers Green, North Weald, Nr. Epping, Essex CM16 6BJ
WR98164 and WR101088	A449 Southbound, Shorthill Nurseries, Hartlebury, Kidderminster, Worcestershire DY13 9SH
MS504097	A580 Piele Rd, Haydock St Helens, Merseyside WA11 9TL
	Carwin Roundabout, Carwin Rise, Hayle, Cornwall TR27 5DG
AGL139556	M4 Motorway Service Area, J2/3 Eastbound, North Hyde Lane, Heston, Middlesex TW5 9AA

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AGL139473	Moto Service Area Heston, M4 Mway Westbound J2/3, Phoenix Way, Heston, Hounslow, Middlesex TW5 9NB
ESX283700	Boship Roundabout, Hellingly, A22 Nr. Hailsham, East Sussex BN27 4DT
HD368026	Wolsey Road, Hemel Hempstead, Hertfordshire HP2 4TU
WYK646704	A62 Leeds Rd, Mirfield, West Yorkshire WF14 0BY
YEA41641	A63 Eastbound, Beacon Service Area, South Cave, Humberside HU15 1RZ
CB297939	A14 Eastbound, Fenstanton, Cambridgeshire PE28 9LP
WS30942	A303 Southfields Roundabout, Horton Cross, Ilminster, Somerset TA19 9PT
SK234855	Beacon Hill A14/A140, Needham Market, Suffolk IP6 8LP
SK230550	A12 Southbound, Bentley Service Area, Capel St Mary, Ipswich, Suffolk IP9 2JP
SK267362 and SK267363	A14 Wesbound, Haughley, Stowmarket, Suffolk IP14 3 PY
NGL836700	100 Kings Cross Road, London WC1X 9DT
NN224055	A14 Westbound, Kettering, Northamptonshire NN14 1RW
NN252967	A14 Link Rd, Thrapston Bypass, Thrapston, Northamptonshire NN14 4UR
LL253211	Wisbech Rd (A17), Long Sutton, Spalding, Lincolnshire PE12 9AG
SGL673103	21-23 Old London Road, Kingston Upon Thames, Surrey KT2 6ND
CH524393	Moto Services -Knutsford, M6 between Jct 18-19, off Northwich Rd, Knutsford, Cheshire WA16 0TL
CH533189	A556 Chester Rd, Tabley, Cheshire WA16 0PP
LAN7528	Moto Service Area Lancaster, Forton Jct 31/33 M6, White Carr Lane, Lancaster, Lancashire LA2 9DU
SY733217	High Street, Leatherhead, Surrey KT22 8AA
Not yet registered	Stile Hill Way, Colton, Leeds, Yorkshire LS15 9JA
LT361309	Service Area, A511/M1 Interchange, Littleshaw Lane, Markfield, Leicestershire LE67 9PP
LT373799	A46 Thruddington, Green Acres Filling Station, Southbound Carriageway, Thruddington, Leicestershire LE7 4TF
LL253222	A46, Newark/Lincoln Rd, Thorpe-on-the-Hill, Lincoln, Lincolnshire LN6 9AJ
WSX159889	A259 Worthing Rd, Rustington, West Sussex BN17 6JN
MS504536	Brunswick Dock, Sefton St, Liverpool, Merseyside L3 4BN
CYM220087	A48 Roundabout, Cross Hands, Carmarthenshire SA14 6RD
TGL253064	200 York Rd, Battersea, London SW11 3SA

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EGL485869	Coriander Avenue, off the A13, East India Dock Rd, Docklands, London E14 2AA
EGL485284	The Beehive, Beehive Lane, Gants Hill, Ilford, Essex IG4 5DR
AGL139563	North Road, High Street, Brentford, Middlesex TW8 0BD
NGL845618 & NGL867347	Willings House, Grays Inn Road, Kings Cross, London WC1X 8BH
NGL842925	1 Harrow Place, London E1 7DB
NGL863021	Harewood Road, London NW1 6SE
AGL140255	A40 Western Avenue, Acton, London W3 0TE
SL167911	A49/B4362 Woofferton, Nr Ludlow, Shropshire SY8 4AL
CH533182	A523 London Rd South, Adlington, Stockport, Cheshire SK10 4NA
Pending registration (allocated MAN52984)	Commonwealth House, Great Ancoats Street, Manchester, Cheshire M4 5AB
GM969327	Moto Service Area Birch, M62 Motorway, Heywood, Lancashire OL10 2HQ
GM969335	Moto Birch Services Westbound, M62 Motorway, Heywood, Lancashire OL10 2QH
MAN11461	Townbury House, 11 Blackfriar St, Salford, Manchester, Cheshire M3 5AL
Not yet registered	Parrs Wood Entertainment Ctr, Wilmslow Rd, East Didsbury, Manchester, Cheshire M20 5PG
MAN52592	Birch Street, West Gorton, Manchester, Cheshire M12 5NT
K882800	Moto Service Area, JCTS 4/5 M2, Rainham, Gillingham, Kent ME8 8PQ
CH533191	A54 Holmes Chapel Rd, Middlewich, Cheshire CW10 0JB
BM297644	199 Grafton Gate, Central Milton Keynes, Buckinghamshire MK9 1AL
NN255135	Towcester Road, A5/ Old Straford Roundabout, Milton Keynes, Buckinghamshire, MK19 6AQ
NT395076 and NT423575 (provisional)	A1 Southbound, North Muskham, Newark, Nottinghamshire NG23 6HT
BK397764	Moto Service Area, A34 Oxford Road, Chieveley, Newbury, Berkshire RG18 9XX
HP655357	Tothill Services, Newbury By-Pass, A34 Trunk Road, Newbury, Berkshire RG20 9ED
TY448569 TY393778	Forster St, Newcastle, Tyne and Wear NE1 2NH
TY429819	A1/A19 Seaton Burn, Near Gosforth, Newcastle upon Tyne NE13 6EP
TY435980	A194 Wardley, Whitemare Pool, Nr Gateshead, Newcastle upon Tyne NE10 8YB

Name of company

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* Travelodge Hotels Limited (the "Company")

LT375161	Jct 23a Northbound, Jct 24 Southbound, Moto Service Area, Castle Donington, East Midlands DE74 2TN
NT405918	Riverside Retail Park, Queens Drive, Nottingham, Nottinghamshire NG2 1RT
NT398750	Moto Service Area – Trowell, M1 Motorway, Ilkeston, Nottinghamshire NG9 3PL
WK420723	The Yeoman Harvester, St Nicholas Park Drive, Nuneaton, Warwickshire CV11 6EN
WK420722	A444 Southbound, Bedworth, Nuneaton, Warwickshire CV10 7TF
DN509702	Sourton Cross, Okehampton, Devon EX20 4LY
DN509701	A30 Whiddon Down, Merrymeet Roundabout, Exeter Rd, Whiddon Down, Okehampton, Devon EX20 2QT
GM880147	432 Broadway, Chadderton, Cheshire OL9 8AU
SL166157	A5/A483 Mile End Service Area, Oswestry, Shropshire SY11 4JA
ON260084	Peartree Roundabout, Peartree Interchange, Woodstock Rd, Oxford, Oxfordshire OX2 8JZ
ON254955	A40 London Rd, Wheatley, Oxford, Oxfordshire OX33 1JH
CYM272475	Pier Road, West Llanion Park Industrial Estate, Pembroke Dock, Dyfed, SA72 6DY
CU186866	A66 Redhills, Penrith, Cumbria CA11 0DT
CB293376	A1 Southbound, Alwalton, Peterborough, Cambridgeshire PE7 3UR
WYK787406	Moto Service Area, Jct 33 off M62/A1, Ferrybridge, Knottingley, North Yorkshire WF11 0AF
PM15100	Kingston Crescent, Garfield Road, North End, Portsmouth, Hampshire PO2 8AB
Not completed	Preston Farmers Offices, New Hall Lane, Preston, Lancashire PR1 5JG
LAN20165	A6 Preston Rd, Clayton- Le-Woods, Chorley, Lancashire PR6 7JB
BK395400	60 Oxford Road, Reading, Berkshire RG1 7LT
BK393668	Moto Service Area Reading, M4 Motorway – Eastbound, Burghfield, Reading, Berkshire RG30 3UQ
BK393669	Moto Service Area Westbound, M4 Motorway, Burghfield, Reading, Berkshire RG30 3UQ
BK355416	387 Basingstoke Road, Whitley, Reading, Berkshire RG2 0JE
NT405789	A1 Northbound, Markham Moor, Nr Retford, Nottinghamshire DN22 0QU
DT298977	A31Eastbound, St Leonards, Ringwood, Dorset, BH24 2NR
WK420785	A45 London Rd, Thurlaston, Dunchurch, Nr Rugby, Warwickshire CV23 9LG
SF497136	A51/B5013 Western Springs Road, Rugeley, Staffordshire WS15 2AS

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* Travelodge Hotels Limited (the "Company")

CL213887	Saltash Service Area, Callington Road, Carkeel, Saltash, Cornwall PL12 6LF
NYK309672	Moto Service Area, A1 (M), Scotch Corner, North Yorkshire DL10 6PQ
NYK305932	A1 Northbound, Scotch Corner, Skeeby, Richmond, North Yorkshire DL10 5EQ
HS325731	Gallagher Retail Park, Doncaster Road, Gunness, Scunthorpe DN15 8TE
SYK347606	340 Prince of Wales Rd, Sheffield, South Yorkshire S2 1FF
Pending registration	Robert Jones Way, Battlefield, Shrewsbury, Cheshire SY4 3EQ
SL167991	A5/A49 Roundabout, Bayston Hill Services, Shrewsbury, Shropshire SY3 0DA
NYK305931	A65/A59 Roundabout, Gargrave Rd, Skipton, North Yorkshire BD23 1UD
LL253200	A15/A17 Sleaford ByPass, Sleaford, Lincolnshire NG34 8NP
BK392831	Landmark Place, Hershel Street, Slough, Berkshire SL1 1PG
HP655234	144 Lodge Road, Southampton, Hampshire SO14 6QR
HP655233	Ham Farm, A335 Twyford Rd, Eastleigh, Hampshire SO50 4LF
EX718859	Maitland House, Warrior Square, Chichester Road, Southend on Sea, Essex SS1 2JY
CL224116	Pentewan Road, St Austell, Cornwall PL25 5BU
CYM220083	A40/4066 Roundabout, St Clears, Carmarthenshire SA33 4JN
SF494135	Moto Service Area, M6 Motorway, Eccleshall Rd, Stone, Staffordshire ST15 0EU
SY716198	Hale Street, Two Rivers, Staines, Middlesex TW18 4UW
SF497135	Newcastle Rd, Talke, Stoke on Trent, Staffordshire ST7 1UP
GR287695	A419 Eastington, Stonehouse, Nr Stroud, Gloucestershire GL10 3SQ
HP655488	A31 Westbound, Rufus Stone Services, Stoney Cross, Nr Lyndhurst, Hampshire SO43 7GN
WK423304	A435 Birmingham RD, Oversley Mill Roundabout, Alcester, Warwickshire B49 6AA
TY409805	Low Row, Sunderland, Tyneside SR1 3PT
CYM219924	Moto Service Area, M4 Motorway, Penllergaer, Nr Swansea, Mid Glamorgan SA1 1GT
SF501052	Moto Service Area, Green Lane, Junction 10, M42, Tamworth, Staffordshire B77 5PS
SL168010	Shawburch Cross Roads, Whitchurch Drive, Shawburch, Telford, Shropshire TF1 3QA
ON254864	Long Crendon Road, Thame, Oxford, Oxfordshire OX9 3SB
DN509423	Sampford Peverall Service Area, Sampford Peverall, M5 Junction 27, Nr Tiverton, Devon EX16 7HD

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* Travelodge Hotels Limited (the "Company")

BD239048	Moto Service Area Southbound, Toddington, M1 Motorway, Toddington, Bedfordshire LU5 6HR
NN252986	A43 East Towcester ByPass, Towcester, Northamptonshire NN12 6TQ
SF497219	A50/B5030 Ashbourne Road, Uttoxeter, Staffordshire ST14 5AA
WYK755767	Moto Service Area, Woolley Edge, M1 Motorway, West Bretton, Wakefield, Yorkshire WF4 4LQ
WYK755768	Moto Service Area, J39-38 M1 Southbound, West Bretton, Wakefield, Yorkshire WF4 4LQ
WT237571	Service Area, A36/A350 Bypass, Warminster, Wiltshire BA12 7RU
CH529594	Kendricks Street, Warrington, Cheshire WA1 1UZ
CH533146	Lymm Services, Cliffe Lane, Lymm, Warrington, Cheshire WA13 0SP
TY434859	Moto Service Area, A1 (M), Portobello, Birtley, Co Durham DH3 2SJ
TY434860	Moto Service Area, Portobello, Birtley, Co Durham DH3 2SJ
NN252966	A45 Eastbound, Saunders Lodge, Rushden, Northamptonshire NN10 6AP
AGL150780	Northdale House, North Circular Road, London NW10 7UG
CH533532	Fiddlers Ferry Road, A562, Widnes, Cheshire WA8 0HA
SGL662139	A24 Epsom Rd, Morden, Surrey SM4 5PH
HP658291	Sutton Scotney Services, Northbound A34 Trunk Rd, Winchester, Hampshire SO21 3JY
HP658290	Sutton Scotney Services, Southbound A34 Trunk Rd, Winchester, Hampshire SO21 3JY
MS504098	A41 Northbound, 1408 New Chester Rd, Eastham, Wirral CH62 9AQ
WR94318	Cathedral Plaza, 3 High Street, Worcester, Worcestershire WR1 2QS
NT405876	St Annes Drive, Dukeries Mill, A57 Worksop, Worksop, Nottinghamshire S80 3QD
CYM220084	A483/A5152 Wrexham by Pass, Rhostyllen, Wrexham, Clwyd LL14 4EJ
WS30924	A303 Podimore, Yeovil, Somerset BA22 8JG
NYK305933	A64 Eastbound, Bilbrough, Steeton, Nr Tadcaster, North Yorkshire LS24 8EG
MAN57705	Lapwing Lane, Audenshaw, Manchester, Cheshire M34 5QL
Pending registration WA889290	Fort Dunlop, Fort Parkway, Erdington, Birmingham, West Midlands B24 9FD
Pending registration	A14 Huntingdon Road, Lolworth, Nr Bar Hill, Cambridgeshire, CB3 8DR
Not yet registered	Mansfield Road, Sutton in Ashfield, Mansfield, Nottinghamshire NG17 4NU
Pending registration	New City House, 63 Maid Marian Way, Nottingham, Nottinghamshire NG1 6BH

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Details of Freehold and Leasehold Property

Consent

Title Number	Site Address
Pending registration (MAN57705 allocated)	Lapwing Lane, Audenshaw, Manchester, Cheshire, M34 5QL
BD242237	Saturn Heights, Brickhill Drive, Bedford, Bedfordshire MK41 7PH
Pending registration (allocated WM889290)	Fort Dunlop, Fort Parkway, Erdington, Birmingham, West Midlands B24 9FD
LA930255	M65 Motorway, Darwen, Blackburn Lancashire BB3 0AT
BL65711 and BL81549	Anchor Road, Bristol, Avon BS1 5TT
ON173962	Bury Barn, A40 Burford, Burford, Oxfordshire OX18 4JF
CB299532	Cambridge Leisure Park, Clifton Way, Cambridge, Cambridgeshire CB2 1LA
Pending registration	A14 Huntingdon Rd, Lolworth, Nr Bar Hill, Cambridgeshire CB3 8DR
CYM293127	Imperial Gate, St Mary's Street, Cardiff, South Glamorgan CF10 1FA
CYM235889	Moto Service Area, M4 Motorway, Nr Pontyclun, Cardiff, Vale of Glamorgan CF72 8SA
CU203718	A74 Southbound, Carlisle, Cumbria CA6 4HA
GR283944	Hare Bushes, A429 Burford Road, Cirencester, Gloucester GL7 5DS
WR93207	A38 Rashwood Hill, Droitwich, Worcestershire WR9 0BS
DU256530	Station Lane, Gilesgate, Durham, Co Durham DH1 1LJ
LL250357	A1 Northbound, New Fox, South Witham, Grantham, Lincolnshire NG33 5LN
NYK295606	The Ginnel, Harrogate, North Yorkshire HG1 2RR
WSX194865	Jobs Lane off A23, Nr Burgess Hill, Hickstead, West Sussex RH17 5NX
WYK796662	Blayds Yard, off Swinegate, Leeds, West Yorkshire LS1 4AD
LT365785	Vaughan Way, Leicester, Leicestershire LE1 4NN
HP510961	A3 Liphook Bypass, Liphook North, Hampshire GU30 7TT
MS523731	25 Old Haymarket, Liverpool, Merseyside L1 6ER
EGL501419	Hartmann Road, Silvertown, London E16 2BZ
NGL806951	166 High Holborn, London WC1V 6TT
Pending registration (allocated EGL506527)	Clements Road, Ilford, London IG1 1BA
BD39957	641 Dunstable Road, Luton, Bedfordshire LU4 8RQ
LT381527	Mill Lane, Lutterworth, Leicestershire LE174BP
MAN37811	Runger Lane, Hale Barns, Manchester, Cheshire M90 5DL
Not yet registered	Mansfield Road, Sutton in Ashfield, Mansfield, Nottinghamshire NG17 4NU
WA332810	A40 Service Area, Nr Monmouth, Monmouthshire NP25 4BG
NN252968	A45 Upton Way, Northampton, Northamptonshire NN5 4EG
NK333764	14 Queens Road, Norwich, Norfolk NR1 3PR
NK172190	Thickthorn Service Area, A11/A47 Interchange, Norwich Southern Bypass, Norwich, Norfolk NR9 3AU
Registration pending	New City House, 63 Maid Marian Way, Nottingham, Nottinghamshire NG1 6BH
CB297409	Crowlands Road, Eye Green, Peterborough, Cambridgeshire PE6 7SZ

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DN489905	Derrys Cross, Plymouth, Devon PL1 2SW
DU203615	A177/A689 Roundabout, Sedgefield, Stockton on Tees, Co Durham TS21 2JX
NYK268543	90 Piccadilly, York, Yorkshire YO1 9NX

SCHEDULE 3

Details of Subsidiary Shares

Charging Company	Subsidiary	Number and Class of Shares
Travelodge Hotels Limited	Waseley 12 Limited	449 Ordinary Shares of £1 each 49,499 5% Non-Cumulative Preference Shares of £1 each
	Anchor Hotels Limited	2,999 Ordinary Shares of £1 each
	Inhoco 3220 Limited	4,999 Ordinary Shares of £1 each
	Kelly's Kitchen Limited	415,222 Ordinary Shares of £1 each
	Waseley Ten Limited	4 Ordinary Shares of £0.25 each
	Travelodge Limited	6,000,000 Ordinary Shares of £0.10 each
	Waseley Fourteen Limited	7,092,578 Ordinary Shares of £1 each
	Stewart Watt Limited	100 Ordinary Shares of £1 each
	TLLC LevPropco1 Limited	1 Ordinary Share of £1
	TLLC LevPropco3 Limited	1 Ordinary Share of £1
	TLLC LevPropco4 Limited	1 Ordinary Share of £1
	TLLC LevPropco5 Limited	1 Ordinary Share of £1
	TLLC LevPropco7 Limited	1 Ordinary Share of £1
	TLLC Regent Palace Limited	1 Ordinary Share of £1
	TLLC PropHoldco 1 Limited	31 Ordinary Shares of £1 each

SCHEDULE 4

Bank Accounts

Charging Company	Account Bank	Sort Code	Account Number
Travelodge Hotels Limited	National Westminster plc	011001	40854965
	National Westminster plc	011001	50199668

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National Westminster plc	011001	63006111
National Westminster plc	011001	63006146
National Westminster plc	011001	63006154
National Westminster plc	011001	63006162
National Westminster plc	011001	63006170
National Westminster plc	011001	63006189
National Westminster plc	011001	63009838
National Westminster plc	011001	63013010
National Westminster plc	011001	63019426
National Westminster plc	011001	63060175
National Westminster plc	011001	63060183
National Westminster plc	011001	63060191
National Westminster plc	011001	63060213
National Westminster plc	011001	63060221
National Westminster plc	011001	63061600
National Westminster plc	011001	63061635
National Westminster plc	011001	63085313
National Westminster plc	011001	63027879
National Westminster plc	011001	63048876
National Westminster plc	011001	550/00/66129567



SCHEDULE 5

Please see separate annexure attached.

SCHEDULE 5

Material Intellectual Property

Trade Marks

Trade Mark	Registered Proprietor / Applicant	Number	Class(es)	Status	Country	Filing Date	Renewal Date
TRAVELODGE 	Travelrest Services Limited (now Travelodge Hotels Limited)	2168256	36	Registered	UK	02-Jun-1998	02-Jun-2008
TRAVELODGE	Travelrest Services Limited (now Travelodge Hotels Limited)	774879	24	Registered	UK	28-Feb-1958	28-Feb-2007
TRAVELODGE	Travelrest Services Limited (now Travelodge Hotels Limited)	B963068	29, 30, 31, 32	Registered	UK	28-Jul-1970	28-Jul-2015
TRAVELODGE 	Travelrest Services Limited (now Travelodge Hotels Limited)	B131650 6	42	Registered	UK	23-Jul-1987	23-Jul-2008
TRAVELODGE	Travelrest Services Limited (now Travelodge Hotels Limited)	B128585 3	42	Registered	UK	01-Oct-1986	01-Oct-2007
WAKE UP TO TRAVELODGE	Travelrest Services Limited (now Travelodge Hotels Limited)	2300775	41, 43	Registered	UK	17-May-2002	17-May-2012

Domain Names

Domain Name	Registered Proprietor	Renewal Date
travelodge.biz	Cendant Corporation	26 March 2008
travelodge.co.uk	Travelodge Hotels Limited	11 March 2007
travelodge.com	Travelodge Hotels Inc.	06 November 2006
travelodge.info	TM Acquisition Corp., Phoenix, AZ, USA	30 July 2006
travelodge.net	Turvill Consultants, Scarborough, ON, Canada	11 July 2007
travelodge.org	Domain Admin, San Francisco, CA, USA	30 July 2006
travelodge.org.uk	Travelodge Hotels Limited	09 November 2007
travelodge.eu	QUARANTINE*	Available 08 August 2006

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00769170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 26th SEPTEMBER 2006 AND CREATED BY TRAVELODGE HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY 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 4th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th OCTOBER 2006.

Power



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES