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Please complete
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

01115

04588795

Name of company

* TLLC BridgeCo3 Limited (the **Chargor**) ✓

Date of creation of the charge

17 July 2007

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

A security agreement between the Chargor and the Security Agent (as defined
below) (the **Deed**)

Amount secured by the mortgage or charge

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All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any capacity
whatsoever) of each Chargor to any Finance Party under the Finance
Documents except for any obligation which, if it were so included, would
result in this Deed contravening any law (including Section 151 of the
Companies Act 1985) (the **Secured Liabilities**)

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

The Governor and Company of the Bank of Scotland
Citymark, 150 Fountainbridge, Edinburgh (the **Security Agent**)

Postcode EH3 9PE

Presentor's name address and
reference (if any)

Allen & Overy LLP
40 Bank Street
Canary Wharf
London

E14 5DU

Time critical reference

BK 6982474/ 6982457

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD5 02/08/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

please see continuation sheets

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

nil

Signed

Allen & Overy LLP

Date

1 August 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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 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.

COMPANY NAME TLLC BridgeCo 3 Limited
COMPANY NUMBER 04588795

A. Short particulars of all property mortgaged or charged

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Chargor must notify the Security Agent promptly,
 - (ii) any security created by the Deed or any document entered into pursuant thereto will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself,
 - (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed, and
 - (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties
- (d) The fact that no, or incomplete details, of any Security Asset are listed in the Deed or in the Schedule to any Deed of Accession by which the Chargor became party to the Deed does not affect the validity or enforceability of any security created by the Deed or any document entered into pursuant thereto

1.2 Land

- (a) The Chargor charges

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- (i) by way of a first priority legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights and licences or other agreement or document which gives the Chargor a right to occupy or use property
- (b) A reference in the Deed to any freehold or leasehold property includes
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

- (a) The Chargor charges
- (i) by way of a first priority legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in the Deed to any stock, share, debenture, bond or other security includes
- (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it

1.6 Book debts etc.

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,

- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

1.7 Insurances

The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.8 Other contracts

The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) its Relevant Contracts,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.9 Intercompany loans

The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Intercompany Loans to which it is a party provided that while no Event of Default is outstanding the Chargor may, subject to the terms of the Facility Agreement, exercise all its rights in respect of any Intercompany Loan to which it is a party and receive and exercise all rights in respect of the proceeds thereof

1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset, and

the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above

1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause and (ii) all its assets located in Scotland or otherwise governed by Scots law
- (b) Except as provided below, the Security Agent may (acting on the instructions of the Majority Lenders) by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding, or

- (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under the Insolvency Act 2000
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

1.12 Voting rights

- (a) Before any security created by the Deed or any document entered into pursuant thereto becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor (unless the payment of such dividends or income is prohibited by any other document)

The Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of the Chargor

- (b) After any security created by the Deed or any document entered into pursuant thereto has become enforceable, the Security Agent may
 - (i) transfer legal title to any Investment to it or its nominees, and
 - (ii) exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Facility Agreement

B. Definitions

Accounting Principles means the accounting principles, policies, standards, bases and practices which, at any relevant time, are generally accepted in the United Kingdom and approved by the Institute of Chartered Accountants of England and Wales

Additional Chargor means a member of the Group which becomes a chargor by executing a Deed of Accession

Administrative Party means the Mandated Lead Arranger or an Agent

Agent means the Facility Agent or the Security Agent

Asset Manager means PIHL Wentworth Manager Limited, a company registered in England and Wales under number 5063116 or any other asset manager appointed with the approval of the Facility Agent

Deed of Accession means a deed substantially in the form of Schedule 4 (Form of Deed of Accession) of the Deed

Duty of Care Agreement means the duty of care agreement to be entered into between, in each case

- (a) the Asset Manager, the Chargor, and the Facility Agent, and
- (b) the Managing Agent, the Chargor, and the Facility Agent,

in respect of their respective duties and obligations regarding the Properties

Event of Default has the meaning given to it in Clause 21 of the Facility Agreement

Facility means a credit facility made available under the Facility Agreement and when designated

- (a) **Facility A** means the term loan facility described in Clause 2.1 of the Facility Agreement, and
- (b) **Facility B** means the term loan facility described in Clause 2.2 of the Facility Agreement

Facility Agent means the Governor and Company of the Bank of Scotland

Facility Agreement means the £116,400,000 credit agreement dated 26 April 2007 between, amongst others, the Chargor and the Security Agent

Final Maturity Date has the meaning given to it in Clause 1.1 of the Facility Agreement

Finance Party means a Lender, a Hedging Bank or an Administrative Party

Financial Indebtedness means (without double counting) any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any acceptance credit or bill discounting facility (including any dematerialised equivalent),
- (c) any bond, note, debenture, loan stock, loan note or other similar instrument,

- (d) any redeemable preference share to the extent redeemable at the option of the holder prior to the date falling 12 months after the Final Maturity Date,
- (e) any agreement treated as a finance or capital lease in accordance with the Accounting Principles,
- (f) receivables sold or discounted (otherwise than on a non-recourse basis),
- (g) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset,
- (h) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark to market value of the derivative transaction will be used to calculate its amount),
- (i) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing,
- (j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, or

any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above paragraphs

Group means the Chargor and its Subsidiaries

Hedging Bank means any bank or financial institution party to the Hedging Documents which is a party to the Priority Deed as a hedging counterparty

Hedging Documents means any ISDA master agreement or other interest hedging agreements or documents which may be entered into with a Hedging Bank by a member of the Group as contemplated in the Hedging Letter

Hedging Letter means a letter dated on or about the date of the Facility Agreement between the Chargor and the Facility Agent relating to the interest hedging to be effected by the Group in relation to Facility A and Facility B

Intercompany Loans means all Financial Indebtedness payable or owing by one member of the Group to another member of the Group

Investments means

- (a) the Shares,
- (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of **Security Assets**,
- (c) any dividend or interest paid or payable in relation to any of the above, and

any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

Leasebacks means those leases to be granted pursuant to the Share Purchase Agreements

Lease Document means

- (a) a Permitted Occupational Lease, or
- (b) any other document designated as such by the Facility Agent and the Chargor

Lender means

- (c) an Original Lender, or
- (d) any person which becomes a Lender after the date of the Facility Agreement

Little Chef Leases means (a) the underlease relating to the property at Mile End Services, Oswestry dated 20 October 2005 and made between Travelodge Hotels Limited (1) and Little Chef Limited (2) (b) the underlease relating to the property at New Fox Service Area, Great North Road, South Witham dated 4 May 2006 and made between Travelodge Hotels Limited (1) and Little Chef Limited (2) and (c) the underlease relating to the property at Derby Road, Alfreton to be granted to Riverside Restaurants Limited pursuant to the business sale agreement dated 20 October 2005 and made between Travelodge Hotels Limited (1) and Little Chef Limited (2)

Majority Lenders has the meaning given to it in Clause 1.1 of the Facility Agreement

Managing Agent means GVA Grimley or any other managing agent appointed by the Chargor in respect of the Properties with the approval of the Facility Agent

Mandated Lead Arranger means the Governor and Company of the Bank of Scotland

Original Lender means the Governor and Company of the Bank of Scotland

Original Property means each real or heritable (including leasehold) property listed in Schedule 9 of the Facility Agreement provided such property is and continues to be wholly, legally and beneficially owned by one or more wholly-owned members of the Group

Party means a party to the Facility Agreement

Permitted Occupational Lease means

- (a) the Leasebacks, and
- (b) the Little Chef Lease

Priority Deed means the priority deed to be entered into between, among others, the Parties and certain other investors in and creditors of the Group

Property means the Original Properties and any other real or heritable property which is, now or in the future, wholly, legally and beneficially owned by one or more members of the Group

Relevant Contract means

- (a) in relation to the Chargor, any Hedging Document to which it is a party,
- (b) in the case of the Chargor, the Share Purchase Agreements,
- (c) in relation to the Chargor, any Lease Document to which it is a party,

(d) in the case the Chargor, the Duty of Care Agreement to which it is a party, and

any other agreement to which the Chargor is a party and which the Security Agent has designated a Relevant Contract by notice in writing to the Chargor

Security Assets means all assets of the Chargor the subject of any security created by the Deed or any document entered into pursuant thereto

Security Interest means any mortgage, pledge, lien, charge, assignment, assignation in security, hypothecation, standard security or security interest or any other agreement or arrangement having a similar effect

Share Purchase Agreement means each share purchase agreement relating to the acquisition of the Targets

Shares means

- (a) all of the shares held in each of the Targets from time to time by the Chargor, and
- (b) the shares held by each Additional Chargor, as set out against its name in Part 2 of Appendix 1 to any Deed of Accession

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership

Target means each of TLLC BridgeCo 3 Limited (No 4588795), TLLC BridgeCo 4 Limited (No 4589577), TLLC BridgeCo 7 Limited (No 4589460), and TLLC BridgeCo 10 Limited (No 4589588), each a company incorporated in England and Wales

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04588795

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 17th JULY 2007 AND CREATED BY TLLC BRIDGEC03 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ANY FINANCE 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 2nd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2007

Langele



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES