

MG01

Particulars of a mortgage or charge

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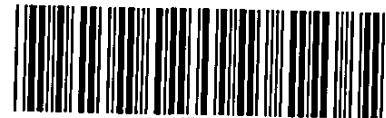
A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

WEDNESDAY



L11 31/10/2012 #89
COMPANIES HOUSE

1 Company details		3 For official use Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 4 5 9 0 3 0 1	
Company name in full	TLLC LEVPROPCO1 LIMITED (THE "CHARGING COMPANY")	

2 Date of creation of charge	
Date of creation	2 5 1 0 2 0 1 2

3 Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A supplemental debenture dated 25 October 2012 between, amongst others, the Charging Company and The Royal Bank of Scotland plc (the Security Agent) (the Supplemental Debenture) to a debenture originally dated 3 September 2006 between, amongst others, Full Moon Holdco 3 Limited and The Royal Bank of Scotland plc (the Debenture)

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the 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 at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of Chapter 2 of Part 18 of the Companies Act 2006 ("the Indebtedness"). (All capitalised terms defined in continuation pages 6-9)	

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name	THE ROYAL BANK OF SCOTLAND PLC
Address	5TH FLOOR, 250 BISHOPSGATE, LONDON
Postcode	E C 2 M 4 A A
Name	
Address	
Postcode	

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars	<p>1 CHARGING CLAUSE</p> <p>1.1 Fixed Charges</p> <p>The Charging Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest</p> <p>(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 2 of the Supplemental Debenture), together with all buildings and fixtures (including trade fixtures) on that property.</p> <p>(b) by way of first fixed charge</p> <p>(1) all other interests (not charged under Clause 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 warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(11) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>(111) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,</p> <p>(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;</p>
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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

× *Freshfields Bruckhaus Deringer LLP* ×

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Charlotte Callewaert

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(v) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;</p> <p>(vi) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person (other than the Charged Account) and all rights related to those accounts;</p> <p>(vii) all its Intellectual Property Rights (including the Intellectual Property Rights listed in Schedule 8 of the Supplemental Debenture);</p> <p>(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(ix) its goodwill and uncalled capital;</p> <p>(x) if not effectively assigned by Clause 1.3 (<i>Security Assignment</i>), all its rights and interests in (and claims under) the Assigned Agreements</p> <p>1.2 Floating Charge</p> <p>(a) As further security for the payment of the Indebtedness, the Charging Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 1.1 (<i>Fixed Charges</i>) or assigned under Clause 1.3 (<i>Security Assignment</i>)</p> <p>(b) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by the Supplemental Debenture.</p> <p>1.3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Charging Company has assigned 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 the Charging Company promptly re-assign the Assigned Agreements to the Charging Company (or as it shall direct).</p> <p>(b) Until the occurrence of Declared Default, but subject to Clause 8.6 (<i>Assigned Agreements</i>) of the Supplemental 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.</p> <p>(Continuation page 1 of 11)</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.4 Conversion of Floating Charge</p> <p>If:</p> <p>(a) a Declared Default has occurred; or</p> <p>(b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Charging Company, convert the floating charge created under the Supplemental Debenture into a fixed charge as regards those assets which it specifies in the notice. The Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent reasonably requires, but on terms no more onerous to the Charging Company than the Supplemental Debenture</p> <p>1.5 Automatic Conversion of Floating Charge</p> <p>If the Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.</p> <p>2. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Charging Company may not</p> <p>(a) create or agree to create or permit to subsist any Security other than the Existing Security over all or any part of the Charged Property,</p> <p>(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</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p>except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.</p> <p>(Continuation page 2 of 11)</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3. FURTHER ASSURANCE</p> <p>3.1 General</p> <p>(a) Subject to the Agreed Security Principles, the Charging Company will, at its own expense, promptly following request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(1) to perfect the Security created or intended to be created under or evidenced by the Supplemental 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 Supplemental 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 Supplemental Debenture or by law;</p> <p>(11) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Supplemental Debenture, and/or</p> <p>(111) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of the Supplemental Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Supplemental Debenture</p> <p>(c) Any security document required to be executed by the Charging Company under this Clause 3.1 will contain clauses corresponding to and no more onerous than the provisions set out in the Supplemental Debenture</p> <p>(Continuation page 3 of 11)</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3.2 Land Registry</p> <p>(a) Save as provided in Clause 3.2(b) below, in relation to real property charged by way of legal mortgage under the Supplemental Debenture situated in England and Wales, the Charging Company has undertaken to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) on the prescribed Land Registry form and in the following or substantially similar terms:</p> <p>"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge in the security agreement dated [] in favour of The Royal Bank of Scotland plc (as agent and trustee for itself and each of the other Secured Parties referred to in that security agreement) or its conveyancer"</p> <p>and the Charging Company has consented to such application to the Chief Land Registrar.</p> <p>(b) Clause 3 2(a) above shall not apply to real property in relation to which a restriction has already been entered on the Register of Title of that real property in connection with the Debenture.</p> <p>(c) Subject to the terms of the Senior Facilities Agreement, the Senior Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into the Supplemental Debenture) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed, such application to be made at the same time as the application for first registration) that there is an obligation to make further advances on the security of the registered charge</p> <p>(d) In respect of any part of the Charged Property title to which is registered at Land Registry it is certified that the security created by the Supplemental Debenture does not contravene any of the provisions of the memorandum or articles of association of the Charging Company</p> <p>(Continuation page 4 of 11)</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3.3 Register of Trade Marks</p> <p>The Charging Company as registered proprietor has appointed the Security Agent as its agent to apply for the particulars of the Supplemental Debenture and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Charging Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and the Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.</p> <p>(Continuation page 5 of 11)</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Agreed Security Principles means the agreed security principles as set out in Schedule 13 to the Senior Facilities Agreement,</p> <p>Assigned Agreements means any agreement designated as an Assigned Agreement by the Parent and the Security Agent;</p> <p>Book Debts means all book and other debts arising in the ordinary course of trading;</p> <p>Charged Account means the account under the name "Barclays Bank PLC Re Full Moon Holdco 6 Ltd." held by or on behalf of Full Moon Holdco 6 Limited with Barclays Bank PLC having account number 23046796 and sort code 20-00-00 (as that account may be redesignated, renumbered, substituted or replaced from time to time) and all sums from time to time standing to the credit of or earned upon or in relation to the account, including all entitlements to interest and other rights and benefits accruing to or arising in connection therewith,</p> <p>Charged Property means the assets mortgaged, charged or assigned to the Security Agent by the Supplemental Debenture;</p> <p>Charging Companies means the Parent, each of the companies listed in Schedule 1 hereto and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;</p> <p>Collection Accounts means the accounts of the Charging Company set out in Schedule 5 of the Supplemental Debenture and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>Declared Default means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27.20 (Acceleration) of the Senior Facilities Agreement,</p> <p>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),</p> <p>Events of Default means Events of Default as defined in the Senior Facilities Agreement;</p> <p>Facility Agent means The Royal Bank of Scotland plc,</p> <p>Floating Charge Asset means an asset charged under Clause 3 2 (Floating Charge) of the Supplemental Debenture as set out in Clause 1 2 hereto,</p> <p>Group means the Parent and each of its Subsidiaries for the time being, (Continuation page 6 of 11)</p>

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Group Company means a member of the Group;</p> <p>Insurances means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;</p> <p>Intellectual Property means</p> <p>(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</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company.</p> <p>Intellectual Property Rights means all rights to or interests in Intellectual Property which the Charging Company has the benefit of (including those set out in Schedule 8 of the Supplemental Debenture);</p> <p>Intercreditor Deed means the intercreditor deed dated 3 September 2006 (as amended and/or restated from time to time including on 11 October 2012) and made between, amongst others, the Parent, Full Moon Holdco 4 Limited, the other Obligors, The Royal Bank of Scotland plc as facility agent, the Flare Lenders, the First Lien Lenders, the Second Lien Lenders (as defined therein) and Anchor Holdings SCA;</p> <p>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 Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);</p> <p>Nominated Account means such account as the Security Agent may nominate in accordance with Clause 8.4 of the Supplemental Debenture,</p> <p>Obligors means Obligors as defined in the Senior Facilities Agreement;</p> <p>Party means a party to this deed,</p> <p>Parent means Anchor UK Bidco Limited,</p> <p>(Continuation page 7 of 11)</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Receiver means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Supplemental Debenture,</p> <p>Register of Trade Marks means the register of trade marks maintained by the UK Intellectual Property Office (or any successor agency),</p> <p>Scottish Charged Assets means the Charging Company's whole undertaking, property (including uncalled capital), assets, rights whatsoever both present and future in Scotland;</p> <p>Scottish Property means the heritable and leasehold property of the Charging Company situated in Scotland;</p> <p>Security has the meaning given to that term in the Senior Facilities Agreement;</p> <p>Secured Parties means the Senior Finance Parties;</p> <p>Security Accession Deed means a deed executed by a Group Company substantially in the form set out in Schedule 7 to the Supplemental Debenture, with those amendments which the Security Agent may approve or reasonably require;</p> <p>Senior Facilities Agreement means the senior facilities agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time, including on 11 October 2012) entered into by, amongst others, Anchor UK Bidco Limited, Full Moon Holdco 6 Limited, certain financial institutions as lenders, Deutsche Bank AG, London Branch as priority super senior LOC facility issuing bank and The Royal Bank of Scotland plc as facility agent and security agent;</p> <p>Senior Finance Documents has the meaning given to that term in the Senior Facilities Agreement;</p> <p>Senior Finance Parties means the Senior Finance Parties as defined in the Senior Facilities Agreement,</p> <p>Senior Lenders means the Lenders as defined in the Senior Facilities Agreement;</p> <p>(Continuation page 8 of 11)</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Subsidiary means in relation to any company, corporation or other legal entity, (a holding company), a company, corporation or other legal entity</p> <p>(a) which is controlled, directly or indirectly, by the holding company;</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or</p> <p>(c) which is a subsidiary of another Subsidiary of the holding company, and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body; and</p> <p>Subsidiary Shares means all shares owned by a Charging Company in its Subsidiaries (including but not limited to, the shares set out in Schedule 3 of the Supplemental Debenture and as set out in Schedule 2 hereto)</p> <p>(Continuation page 9 of 11)</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

CHARGING COMPANIES

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

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Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

SUBSIDIARY SHARES

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Anchor UK Bidco Limited	Full Moon Holdco 4 Limited	2,000,000 £1 Ordinary Shares	N/A
Full Moon Holdco 4 Limited	Full Moon Holdco 5 Limited	2,000,000 £1 Ordinary Shares	N/A
Full Moon Holdco 5 Limited	Full Moon Holdco 6 Limited	2,000,000 £1 Ordinary Shares	N/A
Full Moon Holdco 6 Limited	Travelodge Hotels Limited	300,000,000 £1 Ordinary Shares	N/A
	Travelodge Limited	1 £1 Ordinary Share	N/A
	TLLC Group Holdings Limited	100,000 1p Ordinary 'A' Shares	N/A
		1,994,241 1p Ordinary 'B' Shares	
Travelodge Hotels Limited	TLLC LevPropco1 Limited	1 £1 Ordinary Share	N/A
	TLLC LevPropco5 Limited	1 £1 Ordinary Share	N/A
	TLLC LevPropco7 Limited	1 £1 Ordinary Share	N/A
	TLLC Regent Palace Limited	1 £1 Ordinary Share	N/A
	TLLC Propholdco1 Limited	31 £1 Ordinary Shares	N/A
	Stewart Watt Limited	100 £1 Ordinary Shares	N/A
TLLC Group Holdings Limited	TLLC Holdings2 Limited	100 £1 Ordinary Shares	N/A
	TLLC Trustees Limited	1 £1 Ordinary Share	N/A
TLLC Holdings2 Limited	TLLC Holdings3 Limited	100 £1 Ordinary Shares	N/A
TLLC Holdings3 Limited	TLLC Holdings4 Limited	100 £1 Ordinary Shares	N/A
TLLC Holdings4 Limited	TLLC Holdings5 Limited	2,600 1p Deferred shares	N/A
		7,400 1p Ordinary shares	
TLLC Holdings5 Limited	TLLC Limited	100 £1 Ordinary Shares	N/A

(Continuation page 11 of 11)



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4590301
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 25 OCTOBER 2012 AND CREATED BY TLLC
LEVPROPCO1 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 25 OF THE
COMPANIES ACT 2006 ON THE 31 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2012



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**