



**Registration of a Charge**

Company name: **LTH HOTELS (DERBY) LIMITED**

Company number: **08825078**



X6EQDP0A

Received for Electronic Filing: **11/09/2017**

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**Details of Charge**

Date of creation: **01/09/2017**

Charge code: **0882 5078 0004**

Persons entitled: **STATE BANK OF INDIA UK**

Brief description: **LEASEHOLD LAND ON THE NORTH EAST SIDE OF SIR FRANK WHITTLE ROAD REGISTERED UNDER TITLE NUMBER DY348944**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BALWINDER SAGOO**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8825078

Charge code: 0882 5078 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2017 and created by LTH HOTELS (DERBY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2017 .

Given at Companies House, Cardiff on 13th September 2017

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

1<sup>st</sup> September 2017

DEBENTURE

Between

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STATE BANK OF INDIA ,UK

And

LTH HOTELS (DERBY) LIMITED

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## CONTENTS

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### CLAUSE

1.	Definitions and interpretation .....	1
2.	Covenant to pay .....	4
3.	Grant of security .....	4
4.	Liability of Company .....	5
5.	Representations and warranties .....	6
6.	Covenants .....	6
7.	Powers of the Investor .....	<b>Error! Bookmark not defined.</b>
8.	Enforcement .....	6
9.	Costs and indemnity .....	7
10.	Release .....	8
11.	Assignment and transfer .....	8
12.	Further provisions .....	9
13.	Notices .....	11
14.	Governing law and jurisdiction .....	12

### SCHEDULE

SCHEDULE 1	PROPERTY .....	14
Part 1.	Registered property .....	14
Part 2.	Unregistered property .....	<b>Error! Bookmark not defined.</b>
SCHEDULE 2	REPRESENTATIONS AND WARRANTIES .....	15
1.	Ownership of Charged Property .....	15
2.	Adverse claims .....	15
3.	Adverse covenants .....	15
4.	No breach of laws .....	15
5.	No interference in enjoyment .....	15
6.	No overriding interests .....	15
7.	Avoidance of security .....	15
8.	Environmental compliance .....	15
SCHEDULE 3	COVENANTS .....	16
1.	Negative pledge and disposal restrictions .....	16
2.	Trading and preservation of Charged Property .....	16
3.	Statutory compliance .....	16
4.	Provision of information .....	16
5.	Insurance .....	17
6.	Repair .....	17
7.	Notice of breach .....	17
8.	Title Documents .....	18
9.	Further assurance .....	18
10.	Inspection .....	18
11.	Company's waiver of set-off .....	18

SCHEDULE 4	POWERS OF INVESTOR.....	19
1.	Power to remedy.....	19
2.	Exercise of rights .....	19
3.	Power to dispose of chattels.....	19
4.	Prior Encumbrances .....	19
5.	Conversion of currency.....	19
6.	New accounts .....	20
7.	Investor's set-off rights.....	20
8.	Indulgence .....	20
SCHEDULE 5	ENFORCEMENT .....	22
1.	Enforcement events .....	22
2.	Statutory power of sale .....	23
3.	Extension of statutory powers.....	23
4.	Protection of third parties.....	23
5.	No liability as mortgagee in possession .....	23
6.	Appointment of Receiver .....	24
7.	Powers additional .....	24
8.	Agent of the Company .....	24
9.	Powers of Receiver.....	25
10.	Order of application of proceeds.....	25
11.	Section 109(8) Law of Property Act 1925 .....	25
12.	Suspense account .....	25
13.	Power of attorney.....	25
14.	Ratification of acts of attorney .....	26
15.	Appointment of an Administrator .....	26
SCHEDULE 6	FURTHER POWERS OF RECEIVER.....	27
1.	To repair and develop Properties .....	27
2.	To surrender leases .....	27
3.	To employ personnel and advisors.....	27
4.	To make VAT elections.....	27
5.	To charge remuneration .....	27
6.	To realise Charged Property.....	27
7.	To manage or reconstruct the Company's business .....	27
8.	To dispose of Charged Property.....	27
9.	To make settlements .....	28
10.	To improve Equipment.....	28
11.	To make calls on Company members .....	28
12.	To appoint staff and agents .....	28
13.	To insure.....	28
14.	Law of Property Act 1925 .....	28
15.	To borrow.....	29
16.	To redeem prior Encumbrances .....	29
17.	Incidental powers.....	29
18.	Scope of powers .....	29
SCHEDULE 7	NOTICE DETAILS .....	30



THIS DEED is dated

1<sup>st</sup> September 2012

## **PARTIES**

- 1 **STATE BANK OF INDIA ,UK** whose registered office address is 5<sup>th</sup> Floor, Hasilwood House, 60-64, Bishopgate, London – EC2N 4AW (the "Lender") of the first part AND
2. **LTH Hotels (Derby) Limited** whose registered office address is at 8-14 Tablot Square, London, W2 1TS and their corresponding address is at Travelodge, Derbyshire Cricket Ground, Nottingham Road, Derby DE21 6DA, England, United Kingdom (the "Borrower") of the second part

## **BACKGROUND**

- (A) The Lender has agreed pursuant to the Facility Letter to provide the Company with the Loan on a secured basis.
- (B) This debenture provides security which the Company has agreed to give the Lender under the Facility Letter.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this debenture, the definitions and rules of interpretation in this clause apply.

**Administrator:** an administrator appointed to manage the affairs, business and property of the Company pursuant to paragraph 15 of Schedule 5.

**Business Day:** a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

**Charged Property:** all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it).

**Costs:** all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Environment:** all of the air, water and land including the air within buildings and other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil.

**Environmental Law:** all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affects the Charged Property.

**Equipment:** all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions.

**Facility Letter:** The Facility Letter dated 12<sup>th</sup> June 2017 between the Company and the Lender for the provision of loan facilities secured by this debenture.

**Financial Collateral:** shall have the meaning given to that expression in the Financial Collateral Regulations.

**Financial Collateral Regulations:** The Financial Collateral Arrangements (No. 2) Regulations 2003 (*SI 2003/3226*).

**Receiver:** a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5.

**Secured Amount:** The loan amount as per the Facility Letter.

**Security Documents:** Documents stipulated in the Facility Letter.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Company to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Facility Letter or this debenture (including, without limitation, those arising under clause 12.2) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

**Security Financial Collateral Arrangement:** shall have the meaning given to that expression in the Financial Collateral Regulations.

**Security Period:** the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

## 1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- (a) any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of



that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;

- (b) a reference to one gender includes a reference to the other genders;
- (c) words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause or Schedule of or to this debenture;
- (e) a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
- (f) a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- (g) a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (i) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (k) the headings do not form part of this debenture or any part of it and do not affect its interpretation.

### 1.3 Nature of security over property

A reference in this debenture to a charge over assets of the Company

- (a) all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants.

As a continuing security for payment to the Lender of the Secured Amounts and any other indebtedness the borrower owes to the lender, the borrower charge to the lender with full title guarantee by way of mortgage the benefit of all insurance policies and the proceeds of any proceeds thereunder in relation to the Property, any interest the borrower have to and in the Occupations and the Rents together with the benefit of any guarantees, suretyships, indemnities', rent deposits or other security (whether proprietary or by way of personal covenant and whether from a tenant or a third party) from time to time or in respect of any of the Occupations providing that nothing in this condition shall constitute the lender as mortgagee in possession.

#### **1.4 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated in this debenture.

#### **1.5 Insolvency Act 1986**

Paragraph 14 of Schedule B1 to 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 this debenture.

### **2. COVENANT TO PAY**

The Company shall on demand pay to the Lender and discharge the Secured Liabilities when they become due under the Facility Letter or become due or in the absence of any specified due date on demand all moneys, obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by **You** to **Us** whether actual or contingent and whether alone severally or jointly with any other person, firm or corporation and whether as principal guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with (in all cases aforesaid) interest discount and other charges and other expenses so that interest shall be calculated and compounded in accordance with usual practice of **Us** from time to time as well after as before any demand made or judgment obtained hereunder and interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Security Documents and/or Facility Letter and on a full and unlimited indemnity basis all the costs, charges, losses, expenses and other sums

### **3. GRANT OF SECURITY**

#### **3.1 Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee:

- (a) charges to the Lender, by way of fixed charge, all the Properties listed in Schedule 1;
- (b) charges to the Lender, by way of first fixed charge:
  - (i) all Properties acquired by the Company in the future;
  - (ii) all present and future interest's dividends and others money payable to the Company, of the Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
  - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
  - (iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Company's business or the use of any Charged Property and all rights in connection with them;
  - (v) all present and future goodwill and uncalled capital for the time being of the Company; and
  - (vi) all Equipment; and
- (c) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) and clause 3.1(b).

#### **4. LIABILITY OF COMPANY**

##### **4.1 Liability not discharged**

The liability of the Company under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Company.

#### **4.2 Immediate recourse**

The Company waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Company.

#### **5. REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to the Lender in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made on the date of this debenture and the representations and warranties contained in Schedule 2 shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing.

#### **6. COVENANTS**

The Company covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 3.

#### **7. POWERS OF THE LENDER**

The Lender shall have the powers set out in Schedule 4.

#### **8. ENFORCEMENT**

##### **8.1 Enforcement events**

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 5. The parties to this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

##### **8.2 Receiver's powers**

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

##### **8.3 Right of appropriation**

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this debenture has become

enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations. Section 103 of the LPA shall not apply to the Legal Charge and the security constituted by the Legal Charge shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the LPA as varied or extended by the Legal Charge shall arise on the execution of the Legal Charge and be exercisable at any time after the Secured Amounts or any part thereof become due and remains unpaid without the restrictions contained in the LPA as to the giving of notice or otherwise. Notwithstanding any provisions contained in the Legal Charge or any other document, the Secured Amounts shall be deemed to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of the Legal Charge. The restriction of the right of consolidating mortgage securities which is contained in Section 93 of the LPA shall not apply to the Legal Charge. For the purpose of Section 99 of the LPA the expression "Mortgagor" shall include any encumbrancer deriving title and subsection (18) of Section 99 of the LPA shall not apply

## **9. COSTS AND INDEMNITY**

### **9.1 Costs**

The Company shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

- (a) this debenture or the Charged Property; or
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture; or
- (c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1(b) and clause 9.1(c), interest on the amount due at the default rate of interest specified in the Facility Letter.

The interest payable shall be computed and compounded as agreed from time to time between the borrower and the lender or in the absence of such

agreement compounded on such days as the lender from time to time fix according to the lenders current practice for the time being and computed at the rate of three per cent per annum (3%) over the lenders base rate from time to time and shall be payable as well after as before any demand on or judgment against the borrower.

## **9.2 Indemnity**

The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- (a) the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture; or
- (b) any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or
- (c) any default or delay by the Company in performing any of its obligations under this debenture.

## **10. RELEASE**

### **10.1 Release**

Subject to clause 12.2, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Company, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

## **11. ASSIGNMENT AND TRANSFER**

### **11.1 Assignment by Lender**

The Lender may not at any time assign or transfer the whole or any part of the Lender's rights and/or obligations under this debenture to any person.

### **11.2 Assignment by Company**

The Company may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person.

## **12. FURTHER PROVISIONS**

### **12.1 Continuing security**

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing.

### **12.2 Discharge conditional**

Any release, discharge or settlement between the Company and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

- (a) the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

### **12.3 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Company shall (in the absence of any manifest error) be conclusive evidence of the amount due.

### **12.4 Rights cumulative**

The rights and powers of the Lender conferred by this debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

### **12.5 Waivers**

Any waiver or variation of any right by the Lender (whether arising under this debenture or under the general law) shall only be effective if it is in writing and

signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

**12.6 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power.

**12.7 Delay**

No delay or failure to exercise any right or power under this debenture shall operate as a waiver.

**12.8 Single or partial exercise**

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.

**12.9 Consolidation**

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

**12.10 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

**12.11 Counterparts**

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**12.12 Third party rights**



A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

#### **12.13 Perpetuity period**

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

### **13. NOTICES**

#### **13.1 Service**

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or [by sending it by pre-paid first-class post or] by fax to the address or fax number and for the attention of the relevant party as set out in Schedule 7 or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.

#### **13.2 Receipt**

Receipt of any notice, given under clause 13.1 above, shall be deemed to be:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of pre-paid first-class letter, 48 hours from the date of posting; or
- (c) in the case of a fax, when received in legible form,

but if deemed receipt occurs:

- (i) before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day; or
- (ii) after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

#### **13.3 Proof of service**

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 13.1 above) and delivered either:

- (a) to that address, or

- (b) into the custody of the postal authorities as a pre-paid recorded delivery.

#### 13.4 **E-mail invalid**

Notice given under this debenture shall not be validly served if sent by e-mail.

### 14. **GOVERNING LAW AND JURISDICTION**

#### 14.1 **Governing law**

This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales.

#### 14.2 **Jurisdiction**

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

#### 14.3 **Agent for service**

**LTH Hotels (Derby) Limited** whose registered office address is at 8-14 Tablot Square, London, W2 1TS and their corresponding address is at Travelodge, Derbyshire Cricket Ground, Nottingham Road, Derby DE21 6DA, England, United Kingdom as its agent to receive on its behalf in England or Wales service of any proceedings under clause 14.2 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Company) and shall be valid until such time as the Lender has received prior written notice from the Company that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Company shall forthwith appoint a substitute acceptable to the Lender and deliver to the Lender the new agent's name, address and fax number within England and Wales, failing which the Lender may select a substitute agent to

receive on the Company's behalf service of any proceedings arising out of or in connection with this debenture.

**14.4 Other service**

The Company irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Property**

### **Part 1. Registered property**

Leasehold land on the north east side of Sir Frank Whittel Road Derby registered under title number DY348944

## **Schedule 2 Representations and warranties**

### **1. OWNERSHIP OF CHARGED PROPERTY**

The Company is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture.

### **2. ADVERSE CLAIMS**

The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

### **3. ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

### **4. NO BREACH OF LAWS**

There is no breach of any law or regulation, which materially adversely affects the Charged Property.

### **5. NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

### **6. NO OVERRIDING INTERESTS**

Nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property.

### **7. AVOIDANCE OF SECURITY**

No Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

### **8. ENVIRONMENTAL COMPLIANCE**

The Company has at all times complied in all material respects with all applicable Environmental Law.

## **Schedule 3 Covenants**

### **1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Company shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture; or
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture; or
- (c) create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

### **2. TRADING AND PRESERVATION OF CHARGED PROPERTY**

The Company shall:

- (a) carry on its trade and business in accordance with the standards of good management from time to time current in such trade or
- (b) business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business; and
- (c) not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

### **3. STATUTORY COMPLIANCE**

The Company shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

### **4. PROVISION OF INFORMATION**

The Company shall:

- (a) promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request; and

- (b) inform the Lender promptly of any acquisition by the Company of, or contract made by the Company to acquire, any freehold, leasehold or other interest in Property.

## **5. INSURANCE**

### **5.1 The Company shall:**

- (a) insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;
- (b) procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require; and
- (c) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

### **5.2 The Company shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property:**

- (a) in making good or in recouping expenditure incurred in making good any loss or damage: or
- (b) if the Lender in its discretion so requires, towards the discharge of the Secured Liabilities.

## **6. REPAIR**

### **The Company shall:**

- (a) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property;
- (b) keep all Equipment in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

## **7. NOTICE OF BREACH**

The Company shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in Schedule 2; and
- (b) any covenant set out in this Schedule 3.

**8. TITLE DOCUMENTS**

The Company shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Company (and, if not within the possession and/or control of the Company, the Company undertakes to obtain possession of all such deeds and documents of title).

**9. FURTHER ASSURANCE**

The Company, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

**10. INSPECTION**

The Company shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice.

**11. COMPANY'S WAIVER OF SET-OFF**

The Company waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Company under this debenture).



## **Schedule 4 Powers of Lender**

### **1. POWER TO REMEDY**

The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Company of any of its obligations contained in this debenture and the Company irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

### **2. EXERCISE OF RIGHTS**

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

### **3. POWER TO DISPOSE OF CHATELS**

At any time after the security constituted by this debenture shall have become enforceable, the Lender or any Receiver:

- (a) may dispose of any chattels or produce found on any Property as agent for the Company; and
- (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Company against any liability arising from such disposal.

### **4. PRIOR ENCUMBRANCES**

At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may:

- (a) redeem such or any other prior Encumbrance or procure its transfer to itself; and
- (b) settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be conclusive and binding on the Company and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Company to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

### **5. CONVERSION OF CURRENCY**

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this debenture (including the proceeds of any previous conversion under this paragraph 5) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at [the Lender's] then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

**6. NEW ACCOUNTS**

- 6.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Company in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Company in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- 6.2 If the Lender does not open a new account or accounts immediately on receipt of notice under paragraph 6.1 of this Schedule 4, then, unless the Lender gives express written notice to the contrary to the Company, as from the time of receipt of the relevant notice by the Lender all payments made by the Company to the Lender shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

**7. LENDER'S SET-OFF RIGHTS**

If the Lender shall have more than one account for the Company in its books the Lender may at any time after:

- (a) the security constituted by this debenture has become enforceable; or
- (b) the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property, transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Company of the transfer once made.

**8. INDULGENCE**

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being

a party to this debenture (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Company for the Secured Liabilities.

## **Schedule 5    Enforcement**

### **1.    ENFORCEMENT EVENTS**

This debenture shall be enforceable if:

- (a) any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
- (b) the Company shall be in breach of any of its obligations under this debenture or under any other agreement between the Company and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Company to remedy the breach; or
- (c) the Company:
  - (i) becomes unable to pay its debts as they fall due (and/or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities); or
  - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
  - (iii) makes a general assignment for the benefit of, or a composition with, its creditors; or
- (d) the Company passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets; or
- (e) a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Company and remains undischarged for seven days; [or]
- (f) any event occurs in relation to the Company that is analogous to those set out in paragraph 1(c), paragraph 1(d) or paragraph 1(e) of this Schedule 5; or
- (g) any representation, warranty or statement made or deemed to be made by the Company under this debenture is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; or

(h) an Event of Default (as defined in the Facility Letter) occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

**2. STATUTORY POWER OF SALE**

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5.

**3. EXTENSION OF STATUTORY POWERS**

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Company to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

**4. PROTECTION OF THIRD PARTIES**

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

- (a) to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to the Lender or any Receiver.

**5. NO LIABILITY AS MORTGAGEE IN POSSESSION**

Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged

Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable.

## **6. APPOINTMENT OF RECEIVER**

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Company, the Lender may without further notice:

- (a) appoint under seal or by writing under hand of a duly authorised officer of the Lender any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Lender, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

6.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender.

## **7. POWERS ADDITIONAL**

7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

## **8. AGENT OF THE COMPANY**

Any Receiver appointed by the Lender under this debenture shall be the agent of the Company and the Company shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

**9. POWERS OF RECEIVER**

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 6.

**10. ORDER OF APPLICATION OF PROCEEDS**

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:

- (a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
- (b) second in paying the remuneration of any Receiver (as agreed between him and the Lender);
- (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- (d) finally in paying any surplus to the Company or any other person entitled to it.

**11. SECTION 109(8) LAW OF PROPERTY ACT 1925**

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

**12. SUSPENSE ACCOUNT**

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Company and may be held in such account for so long as the Lender or Receiver thinks fit.

**13. POWER OF ATTORNEY**

By way of security the Company irrevocably appoints the Lender and every Receiver separately to be the attorney of the Company and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

- (a) the Company is required to execute and do under this debenture; and/or
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver.

**14. RATIFICATION OF ACTS OF ATTORNEY**

The Company ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5.

**15. APPOINTMENT OF AN ADMINISTRATOR**

- 15.1 The Lender may without notice to the Company appoint any one or more persons to be an administrator of the Company pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.
- 15.2 Any appointment under this paragraph 15 shall:
  - (a) be in writing signed by a duly authorised signatory of the Lender, and
  - (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 15.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.



## **Schedule 6 Further powers of Receiver**

### **1. TO REPAIR AND DEVELOP PROPERTIES**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

### **2. TO SURRENDER LEASES**

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

### **3. TO EMPLOY PERSONNEL AND ADVISORS**

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient.

### **4. TO MAKE VAT ELECTIONS**

A Receiver may make such elections for value added tax purposes as he thinks fit.

### **5. TO CHARGE REMUNERATION**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

### **6. TO REALISE CHARGED PROPERTY**

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

### **7. TO MANAGE OR RECONSTRUCT THE COMPANY'S BUSINESS**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company.

### **8. TO DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Company in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Company) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

**9. TO MAKE SETTLEMENTS**

A Receiver may make any arrangement, settlement or compromise between the Company and any other person which he may think expedient.

**10. TO IMPROVE EQUIPMENT**

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

**11. TO MAKE CALLS ON COMPANY MEMBERS**

A Receiver may make calls conditionally or unconditionally on the members of the Company in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Company on its directors in respect of calls authorised to be made by them.

**12. TO APPOINT STAFF AND AGENTS**

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

**13. TO INSURE**

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

**14. LAW OF PROPERTY ACT 1925**

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and

exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**15. TO BORROW**

A Receiver may for any of the purposes authorised by this Schedule 6 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

**16. TO REDEEM PRIOR ENCUMBRANCES**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be conclusive and binding on the Company and the monies so paid will be deemed to be an expense properly incurred by him.

**17. INCIDENTAL POWERS**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6 or which he lawfully may or can do as agent for the Company.

**18. SCOPE OF POWERS**

Any exercise of any of these powers may be on behalf of the Company, the directors of the Company (in the case of the power contained in paragraph 11 of this Schedule 6) or himself.

## **Schedule 7 Notice details**

The Company:

**LTH Hotels (Derby) Limited**

c/o Travelodge Hotels, Derbyshire  
Cricket Ground, Nottingham Road,  
Derby DE21 6DA

For the attention of: Mr Koolesh Shah

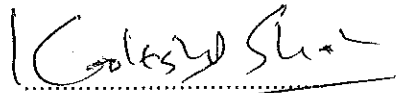
Fax number: 020 7229 3333


The Lender:

**State Bank of India , UK**

5<sup>th</sup> Floor, Hasilwood House,  
60-64, Bishopgate, London EC2N 4AW  
For the attention of: Credit Department

Executed as a deed by  
**LTH Hotels (Derby) Limited**  
acting by  
Koolesh Shah, a director, in the  
presence of:

  
.....  
SIGNATURE OF DIRECTOR  
Director

  
.....  
SIGNATURE OF WITNESS  
NAME, SANDEEP CHEEMA  
ADDRESS FOREST VIEW, LONG HILL ROAD  
ASCOT, RG12 9UD  
OCCUPATION OF WITNESS

