



Registration of a Charge

Company name: **RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) HOLDCO GP LIMITED**

Company number: **09845246**

Received for Electronic Filing: **02/11/2020**



Details of Charge

Date of creation: **29/10/2020**

Charge code: **0984 5246 0005**

Persons entitled: **THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

DWF LAW LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9845246

Charge code: 0984 5246 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2020 and created by RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) HOLDCO GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2020 .

Given at Companies House, Cardiff on 3rd November 2020

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

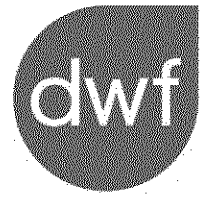


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION



29 October 2020

(1) RIVERSIDE CAPITAL (TVL PORTFOLIO 1) LP
a limited partnership acting through its general partner:
RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) HOLDCO GP LIMITED
as Chargor

(2) RIVERSIDE CAPITAL (ANDOVER) LP,
a limited partnership acting through its general partner:
RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) PROPCO GP LIMITED
as Obligor

and

(3) THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED
as Security Agent

ASSIGNMENT OF SUBORDINATED DEBT

DWF LLP
20 Fenchurch Street
London
EC3M 3AG

EXECUTION VERSION

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THIS DEED is made on29 October **2020****BETWEEN**

- (1) **RIVERSIDE CAPITAL (TVL PORTFOLIO 1) LP** a limited partnership (registered in Scotland with number SL024544) and having its registered office at 5th Floor Quartermile Two, 2 Lister Square, Edinburgh, EH3 9GL acting through its general partner **RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) HOLDCO GP LIMITED** a company (registered in England and Wales with number 09845246) and having its registered office at Seebeck House 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR (the "**Chargor**");
- (2) **RIVERSIDE CAPITAL (ANDOVER) LP a limited partnership** (registered in England and Wales with number LP017071) and having its registered office at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR acting through its general partner **RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) PROPCO GP LIMITED** (registered in England and Wales with company number 09845244) and having its registered office at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR (the "**PROPCO GP**") (the "**Obligor**"); and
- (3) **THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED** as Security Agent for the Secured Parties (the "**Security Agent**").

TERMS AGREED1. **INTERPRETATION**1.1 **Definitions**

In this Deed:

the " Act "	means the Law of Property Act 1925;
" Administrator "	means an administrator appointed under Schedule B1 of the Insolvency Act 1986;
" Assigned Loans "	means the rights and assets expressed to be assigned pursuant to clause 3.1;
" Charged Assets "	means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Deed;
" Facility Agreement "	means the investment facility agreement originally dated 5 February 2016 and made between, amongst others, (1) the Obligor, Riverside Capital (Weston-Super-Mare) LP (LP017072) (a limited partnership acting by Propco GP (as General Partner)) (2) Propco GP as Parent (3) The Royal Bank of Scotland International Limited as Lender, Account Bank and as Security Agent and (4) Natwest Markets Plc as Hedge

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	Counterparty as amended, novated, supplemented, extended, replaced or restated from time to time, pursuant to which the Senior Lender agreed to make certain facilities available to the Obligor;
"Party"	means a party to this Deed;
"Related Rights"	means, in relation to any asset: <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset; (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset; and (c) all moneys and proceeds paid or payable in respect of that asset;
"Relevant Loan Agreements"	means each subordinated loan agreement entered into on 12 January 2017 between the Obligor and the Chargor;
"Relevant Loans"	means the aggregate of any loans made available or to be made available by the Chargor to the Obligor from time to time whether pursuant to the Relevant Loan Agreements or otherwise;
"Secured Liabilities"	means all and any moneys, obligations and liabilities now or in the future due, owing or incurred by the Obligor to the Secured Parties (or any of them) under or in respect of the Finance Documents in whatever currency denominated (whether actually or contingently and whether alone or jointly with any other person and whether as principal, guarantor, surety or otherwise) including all interest, commissions, fees and all legal and other costs, charges and expenses which any Secured Party may charge the Obligor or incur under any Finance Document;
"Security Period"	means the period beginning on the date of this Deed and continuing until the Security Agent is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being incurred; and
"Senior Debt"	means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent, present or future, and whether incurred solely or jointly or in any other capacity) due, owing or incurred to any Senior Lender under or pursuant to any Facility Agreement,

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together with all interest on it and all costs, charges and expenses due, owing or incurred under or in connection with any Facility Agreement;

“Senior Lender”

means The Royal Bank of Scotland International Limited;

“Subordination Agreement”

means this subordination agreement and any related subordination agreements dated 12 January 2017 entered into between the parties of this Agreement agreeing to the priority of certain debts.

1.2 Interpretation

In this Deed:

- (a) capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) the provisions of clause 1.2 (Construction) of the Facility Agreement shall apply to this Deed as though they were set out in full in this Deed but with each reference to **"this Agreement"** being replaced with a reference to **"this Deed"**;
- (c) words importing the singular shall include the plural and vice versa and where there are two or more persons included in the expression the **"Chargor"** (i) references to the Chargor are references to all or any of them as the context may require; and (ii) all assignments, charges, agreements, undertakings, covenants, obligations, warranties and representations given, undertaken, made or assumed by the Chargor shall be deemed to have been given, undertaken, made or assumed by them jointly and severally and construed accordingly;
- (d) the terms of the other Finance Documents and any side letters between any parties in relation to any Finance Documents are incorporated in this Deed to the extent required to ensure that any purported disposition of the Charged Assets contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (e) any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee under section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
- (f) in the event of any conflict between the terms of the Facility Agreement and the terms of this Deed, the terms of the Facility Agreement shall prevail.

1.3 Trust

The Security Agent shall hold the benefit of this Deed on trust for the Secured Parties.

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2. COVENANT TO PAY**2.1 Covenant**

Subject to the provisions of clause 2.3 (Limited Recourse), the Chargor covenants with the Security Agent that it will pay to the Secured Parties and discharge all Secured Liabilities when the same shall be or become due in accordance with the terms of the Finance Documents.

2.2 Interest

Following any demand for payment of moneys due under this Deed, the Chargor shall pay to the Security Agent interest on the amount demanded to the date of actual payment or discharge (whether before or after judgment) at the rate set out in the Facility Agreement from time to time and shall be payable as well after as before any judgment is obtained against the Chargor. save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Facility Agreement or any other Finance Document relevant to that liability.

2.3 Limited Recourse

The recourse of the Security Agent against the Chargor in respect of the Secured Liabilities is limited to the Security Agent's rights of enforcement and recovery against the Charged Assets charged under this Deed and, accordingly, the Security Agent agrees that the total amount recoverable against the Chargor under this Deed shall be limited to the proceeds received by the Security Agent in realising the Charged Assets in accordance with this Deed.

3. FIXED SECURITY**3.1 Assignment of Loans**

As a continuing security for the payment of all Secured Liabilities, the Chargor charges in favour of the Security Agent by way of assignment and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof

3.2 Fixed charge

To the extent not validly and effectively assigned pursuant to clause 3.1 (Assignment of Loans) and as a continuing security for the payment of all Secured Liabilities, the Chargor charges in favour of the Security Agent by way of first fixed charge and with full title guarantee all its benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights together with all present and future claims, causes of action, payments and proceeds in respect thereof.

3.3 Priority

The Security created by this Deed:

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- (a) is created in favour of the Security Agent for the benefit of itself and the other Secured Parties;
- (b) ranks as a first charge; and
- (c) is given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.4 Negative pledge

- (a) No Chargor shall, without the prior written consent of the Security Agent, other than in accordance with the Facility Agreement, create or permit to subsist or arise any Security over the Charged Assets.
- (b) Subject to paragraph (a) above, any Security on the Charged Assets created in the future by the Chargor (otherwise than in favour of the Security Agent) shall be expressed to be subject to this Deed.

3.5 Restrictions on dealings

No Chargor shall, without the prior written consent of the Security Agent, other than in accordance with the Facility Agreement, sell, transfer, assign, lease, lend, factor, pledge, charge or exchange or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing.

3.6 Release

Subject to clause 14.2 (Reinstatement and avoidance of payments), the Chargor shall be entitled, after the expiry of the Security Period, to require at its cost and request the release, discharge or retransfer of any of the Charged Assets charged or transferred under this Deed.

4. GENERAL OBLIGATIONS**4.1 Duration**

The covenants in this clause 4 remain in force during the Security Period.

4.2 Payment obligations

The Chargor shall punctually pay and indemnify each Secured Party against all existing and future taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Charged Assets.

4.3 Information

The Chargor shall produce to the Security Agent such documents or information relating to the Charged Assets as the Security Agent (acting reasonably) may from time to time request and shall promptly deliver to the Security Agent a copy of any notice or proceedings served by any person on such Chargor concerning the Charged Assets or alleging any breach of its obligations relating to the Charged Assets.

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4.4 Assigned Loans

No Chargor shall take, or omit to take, any action which might result in:

- (a) the alienation or impairment of any rights in the Assigned Loans; or
- (b) any right to terminate a Relevant Loan Agreement becoming exercisable by any party to that agreement.

5. NOTICE OF ASSIGNMENT

The Obligor enters into this Deed to:

- (a) acknowledge to the Security Agent that they have notice of the assignment of all the Chargor's benefits, rights, titles, claims and interests in and to each of the Relevant Loan Agreements, the Relevant Loans and all Related Rights;
- (b) confirm to the Security Agent that the Obligor has not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by the Obligor in respect of the Relevant Loans; and
- (c) acknowledge that the Security Agent shall not be under any obligation in relation to any Relevant Loan or any Relevant Loan Agreement as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Relevant Loans and the Relevant Loan Agreements.

6. REPRESENTATIONS AND WARRANTIES**6.1 Representations and warranties**

The Chargor makes the representations and warranties set out in this clause 6 to each Finance Party on the date of this Deed and in accordance with clause 6.14 (Repetition).

6.2 Status

- (a) It is a limited partnership duly established and validly existing under the laws of its jurisdiction of registration.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

6.3 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, its legal, valid, binding and enforceable obligations.

6.4 No conflict with other obligations

The entry into and performance by it of, exercise of its rights and/or performance of or compliance with its obligations under, and the transactions contemplated by, this Deed do not conflict with:

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- (a) any law or regulation applicable to it; or
- (b) its constitutional documents or any other document or agreement which is binding upon it or any of the Relevant Loans.

6.5 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed.

6.6 Validity and admissibility in evidence

All Authorisations required or desirable to:

- (a) enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
- (b) make this Deed admissible in evidence in its Relevant Jurisdictions; and
- (c) create the Security constituted by this Deed and to ensure that such Security has the ranking specified herein,

have been obtained or effected and are in full force and effect.

6.7 No immunity

It does not enjoy any immunity from any legal process, actions, claims or proceedings in respect of itself or any of its Charged Assets.

6.8 Acting as principal

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party.

6.9 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction.
- (b) Any judgment obtained in England and Wales in relation to this Deed will be recognised and enforced in its jurisdiction.

6.10 No filing or stamp taxes

Save for registration of this Deed at the Companies Registry in England and Wales and at the Registrar of Companies, under the law of Scotland, it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

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6.11 Nature of Security

This Deed creates those security interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration (or any analogous proceedings) of any Chargor or otherwise.

6.12 Ownership of Charged Assets

It is the sole legal and beneficial owner of the Charged Assets free from any Security (other than under the Finance Documents), it is lawfully entitled (with full power under its constitutional documents) to create Security over the Charged Assets in favour of the Security Agent and has not sold, transferred or otherwise disposed of the benefit of or agreed to sell, transfer or otherwise dispose of the benefit of its (or any part of its) rights, title and interest in and to the Charged Assets.

6.13 Relevant Loans

Each Relevant Loan Agreement is in full force and effect in accordance with its terms and is enforceable (subject to the Finance Documents) by the Chargor against the Obligor. There are no restrictions on any Chargor's ability to assign or charge the Relevant Loans, to the Security Agent or its nominee whether contained in a Relevant Loan Agreement or otherwise.

6.14 Repetition

The representations and warranties set out in this clause 6 are deemed to be repeated by the Chargor, by reference to the facts and circumstances then existing, on the date of the Utilisation Request, on the Utilisation Date and on each Interest Payment Date.

7. ENFORCEMENT OF SECURITY**7.1 Enforcement**

All rights of the Security Agent and any Receiver under and in respect of this clause 7 and clause 8 (Receivers) (including, without limitation, the power of sale and other rights, powers and protections conferred by section 101 of the Act as varied or extended by this Deed) shall become immediately exercisable and the Security created by this Deed shall become immediately enforceable:

- (a) upon the occurrence of an Event of Default;
- (b) if a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of the Chargor;
- (c) if a receiver, an administrative receiver or a receiver and manager is appointed over the Charged Assets (or any of them) or, if any person entitled to do so, gives notice of its intention to appoint a receiver, an administrative receiver or a receiver and manager or files such a notice with the court;
- (d) if an Administrator is appointed in respect of the Chargor or the Security Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Chargor, or

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- (e) upon any request by the Chargor for such exercise or enforcement.

7.2 **General**

- (a) For the purposes of all powers implied by statute (including, without limitation, the Act), the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Sections 93 (restricting the right of consolidation) and 103 of the Act (restricting the power of sale) shall not apply to this Deed.
- (c) Neither the Security Agent nor any Receiver will be liable, by reason of taking possession of the Charged Assets (or any of them), to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.
- (d) The Chargor shall provide the Security Agent and/or any Receiver and their respective representatives all assistance requested by such party to enforce all or any rights in or in respect of the Charged Assets.

7.3 **Prior charges**

The Security Agent may at any time after this Deed has become enforceable redeem any prior mortgage, charge or other Security over all or any of the Charged Assets or procure the transfer thereof to itself and may settle and pass the accounts of the prior mortgagee, chargee or security holder. Any accounts so settled and passed shall (save in respect of any manifest error) be conclusive and binding on the Chargor. All principal moneys, interest, costs, charges and expenses of and incidental to the redemption and transfer shall be Secured Liabilities payable by the Chargor to the Security Agent on demand

8. **RECEIVERS**

8.1 **Appointment of Receivers**

- (a) At any time after the Security created by this Deed becomes enforceable in accordance with clause 7.1 (Enforcement), the Security Agent may from time to time without prior notice to the Chargor by writing under the hand of any officer of the Security Agent appoint any person (whether or not an employee of the Security Agent) to be a Receiver of the Charged Assets (and none of the restrictions imposed by the Act in relation to the appointment of a Receiver or to the giving of notice or otherwise shall apply).
- (b) An appointment over part only of the Charged Assets shall not preclude the Security Agent from making any subsequent appointment of a Receiver over any other part of the Charged Assets
- (c) If at any time and by virtue of any appointment under this clause 8.1 any two or more persons shall hold office as a Receiver, each such person shall be jointly or severally entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions conferred

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by this Deed on a Receiver individually and to the exclusion of the other or others of them.

8.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any such Receiver.

8.3 Remuneration

The Security Agent may either at the time of appointment of any Receiver or at any time thereafter and from time to time fix the remuneration of such Receiver and the maximum rate specified in section 109(6) of the Act will not apply.

8.4 Receiver as agent

(a) Any Receiver so appointed shall so far as the law permits be the agent of the Chargor for all purposes, and the Chargor shall be solely responsible for such Receiver's acts, omissions, defaults, losses, liabilities, remuneration, costs, charges and expenses and liable on any contracts or engagements made or entered into by such Receiver, failing which he shall act as principal and shall not be or become agent for the Security Agent.

(b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Exercise of Receiver powers by Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may (after the Security created by this Deed becomes enforceable) be exercised by the Security Agent in relation to the Charged Assets without appointing a Receiver and notwithstanding the appointment of a Receiver.

8.6 Powers of Receiver

Any Receiver so appointed shall have power, whether immediately or at any later time, in addition to any powers conferred upon it by statute or common law:

- (a) to take possession of, appropriate, collect and get in the Charged Assets and for that purpose to take any proceedings in the name of the Chargor (or any of them) or otherwise;
- (b) to raise or borrow money from any person (including, without limitation, the Security Agent) to rank for payment in priority to this Security or otherwise and with or without a charge on the Charged Assets;
- (c) to sell, transfer, assign, exchange, lend or otherwise dispose of, convert into money or realise all or any of the Charged Assets (whether by public auction or private contract or otherwise) on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities of any other company)

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payable at such time or times as he may think fit (and any consideration other than cash shall on receipt be and become charged with the payment and discharge of all Secured Liabilities) in the name of and on behalf of the Chargor and generally exercise all the powers and rights of an absolute owner of the Charged Assets and do or omit to do anything which the Chargor could do or omit to do;

- (d) to settle, arrange, compromise and submit to arbitration any accounts, claims, questions, disputes or demands whatsoever which may arise in connection with the Charged Assets (or any of them) or in any way relating to this Security and to bring, prosecute, enforce, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters aforesaid, to disclaim, abandon or disregard all or any of the outstanding contracts of the Chargor and to allow time for payment of any debts, either with or without Security;
- (e) to give valid receipts for all moneys and execute all documents, assurances and things which may be necessary or desirable for realising the Charged Assets (or any of them);
- (f) to do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (g) generally to exercise all or any of the powers set out in the Insolvency Act 1986 over such part of the Charged Assets over which he shall have been appointed (whether or not he is an administrative receiver); and
- (h) generally to use the name of the Chargor in the exercise of all or any of the powers conferred by this clause 8.6,

provided that any Receiver shall in the exercise of his powers, authority and discretions conform to any directions from time to time given and made by the Security Agent and shall not be responsible nor shall the Security Agent or any other Finance Party be responsible for any loss thereby occasioned.

8.7 **Application of proceeds**

- (a) All moneys received by the Security Agent or any Receiver after the Security created by this Deed becomes enforceable shall be applied (subject to any liabilities having priority to the Secured Liabilities) pursuant to the order contained in clause 10.1 of the Subordination Agreement.
- (b) This clause 8.7 does not prejudice the right of any Finance Party to recover any shortfall from the Chargor.

8.8 **Statutory powers**

The powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Deed as if such powers were incorporated into this Deed except in so far

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as they are expressly or impliedly excluded and, where there is any ambiguity or conflict between the powers contained in the Act and those contained in this Deed, the terms of this Deed shall prevail.

9. **PROTECTION OF THIRD PARTIES**

9.1 **Deemed right to enforce**

In favour of any purchaser (as defined in section 205 of the Act) or person dealing in good faith, the Secured Liabilities shall be deemed to become due and all rights of enforcement conferred upon the Security Agent by the Act, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

9.2 **No enquiry required**

No purchaser, mortgagor, mortgagee or other person dealing with the Security Agent or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed becomes exercisable or whether any money is due on the Security created by this Deed or as to the propriety or regularity of any sale by or other dealing with the Security Agent or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effective accordingly.

10. **FURTHER ASSURANCE**

The Chargor undertakes to the Security Agent that it shall, at its own expense, at any time on written demand by the Security Agent or any Receiver

- (a) take whatever action the Security Agent or any Receiver may require for creating, perfecting, protecting or maintaining all or any of the Security created or intended to be created by or under this Deed or any other Finance Document; and
- (b) facilitate the realisation of any Charged Assets, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver in respect of any Charged Assets, including, without limitation, the execution of any transfer, conveyance, assignment of any property to the Security Agent or its nominee and the giving of any notice, order or direction and the making of any registration, in each case which the Security Agent considers expedient.

11. **POWER OF ATTORNEY AND DELEGATION**

11.1 **Power of Attorney**

Upon an Event of Default which is continuing the Chargor irrevocably and by way of security appoints the Security Agent and any Receiver and any Delegate acting jointly and also severally as attorney of the Chargor for the Chargor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which the Chargor is obliged to execute and do under this Deed, including without limitation, under clause 10 (Further Assurance). The

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Chargor undertakes to ratify and confirm whatever any attorney appointed under this clause 11.1 does or purports to do under this clause 11.1.

11.2 **Delegation**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit. Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

12. **INDEMNITIES**

- (a) The Chargor shall indemnify the Security Agent and each of the other Secured Parties and any other person duly appointed by the Security Agent under this Deed immediately on demand against:
 - (i) any losses, liabilities, costs and expenses (including, without limitation, legal fees) incurred, directly or indirectly, by any of them as a result of:
 - (A) the taking, holding, protection or enforcement of the Security created pursuant to this Deed;
 - (B) the exercise or execution of or purported exercise or execution of any of the rights, powers, discretions or remedies vested in them under this Deed or by law;
 - (C) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed; and
 - (ii) all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets, and the Security Agent and each of the other Secured Parties may retain and pay all sums in respect of the same out of any moneys received under this Deed.
- (b) All moneys received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or any Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency. The Chargor shall indemnify the Security Agent and any Receiver against all losses, liabilities, costs and expenses (including, without limitation, legal fees) incurred, directly or indirectly, in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion. The Chargor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

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13. NEW ACCOUNT

If any Secured Party receives or is deemed to be affected by actual or constructive notice of any subsequent mortgage, charge, assignment or other disposition affecting the Charged Assets (or any of them), such Secured Party may open a new account for the Chargor. If a Secured Party does not open a new account then, unless it gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had done so at the time when it received any such notice. As from that time all payments made by or on behalf of the Chargor shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities.

14. PRESERVATION OF SECURITY**14.1 Continuing security**

The Security constituted by this Deed shall be a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

14.2 Reinstatement and avoidance of payments

- (a) Any settlement or discharge between any Secured Party and the Chargor in respect of the Secured Liabilities shall be conditional upon no Security of, or payment to, such Secured Party (whether by the Chargor or otherwise) being avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment, whether relating to bankruptcy, insolvency, liquidation, administration or otherwise, at any time in force or by virtue of any obligation to give effect to any preference or priority.
- (b) If any settlement or discharge is so avoided or reduced, the liability of the Chargor under this Deed shall continue as if the settlement or the discharge had not occurred and any Secured Party shall be so entitled to recover the value or amount of any such Security or payment from the Chargor as if such settlement or discharge had not occurred.
- (c) Each Secured Party may concede or compromise any claim that any payment, Security or other disposition is liable to avoidance or restoration.

14.3 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and

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- (b) hold in an interest bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities.

14.4 **Additional security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other Security now or in the future held by any Secured Party for any of the Secured Liabilities.

14.5 **Waiver of defences**

The obligations of the Chargor under this Deed and the Security created pursuant to this Deed will not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed or the Security created pursuant to this Deed or prejudice or diminish those obligations or the Security created pursuant to this Deed in whole or in part, including (whether or not known to the Chargor or any Secured Party):

- (a) any time or waiver granted to, or composition with, the Obligor or any other person;
- (b) the release of the Obligor or any other person under the terms of any composition or arrangement with any creditor of the Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Obligor or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, the Obligor or any other person;
- (e) any variation, replacement, amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security so that references to that Finance Document in this clause 14 shall include each variation or replacement;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, to the intent that the Chargor's obligations under this Deed shall remain in full force and be construed accordingly, as if there were no unenforceability, illegality or invalidity; or
- (g) any insolvency, liquidation, dissolution or similar proceedings.

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14.6 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.7 Non-competition

No Chargor shall, at any time during the Security Period (unless the Security Agent otherwise directs), exercise any rights which it may have by reason of performance by it of its obligations under this Deed or any other Finance Document in order that it may:

- (a) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;
- (b) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent or the other Secured Parties under the Finance Documents or any other guarantee or security taken or moneys held received or receivable pursuant to, or in connection with, the Finance Documents by any Secured Party (or any trustee or agent on its behalf);
- (c) claim, rank, prove or vote as a creditor of the Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of the Obligor, or exercise any right of set-off as against the Obligor.

If the Chargor receives any benefit, payment or distribution contrary to this clause 14.7, it shall hold that benefit, payment or distribution on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may otherwise direct for application in accordance with clause 8.7 (Application of proceeds).

15. NOTICES**15.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or by letter.

15.2 Addresses

The address and the fax number (and the department or officer if any for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Obligor and the Chargor, that identified with its name below; and
- (b) in the case of the Security Agent:

PO Box 62, Royal Bank Place, Glateny Esplanade, St Peter Port,
Guernsey GY1 4BQ

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Facsimile number: 01481 706 658

For the attention of: Simon Chandler, Real Estate Finance

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Chargor if a change is made by the Security Agent) by not less than five Business Days' notice.

15.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (i) if by way of fax, when transmitted (and production of a transmission report in respect of such fax shall be conclusive evidence of its transmission) provided that if a fax is transmitted at a time which is after 5:00 pm in the place of receipt then such fax shall be deemed to have been received and effective on the next Business Day thereafter; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 15.2 (Addresses), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) All notices from or to the Chargor shall be sent through the Security Agent.
- (d) A communication made on a day which is not a Business Day or after 5.00 p.m. on a Business Day at the place of receipt will be deemed to be made on the next Business Day.

15.4 **English language**

Any notice given under or in connection with this Deed must be in English.

16. **GENERAL**

16.1 **Certificates**

A certificate, determination, notification or opinion of the Security Agent or any other Secured Party as to the amount of the Secured Liabilities or any other matter connected with this Deed (or the Security created by this Deed) shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

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16.2 Costs and expenses

All costs, charges and expenses (including, without limitation, legal fees) incurred by any Secured Party in the creation or discharge of or otherwise in connection with this Deed (including, without limitation, the remuneration of any Receiver) or in respect of the Charged Assets and all costs (including, without limitation, legal fees) of any Secured Party of all proceedings for the preservation or enforcement (or attempted preservation or enforcement) of this Security or for obtaining or attempting to obtain payment of any Secured Liabilities shall be recoverable on a full indemnity basis as a debt due from the Chargor and shall form part of the Secured Liabilities.

16.3 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

16.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

16.5 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

16.6 Third party rights

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed (other than the Secured Parties and their permitted successors and assignees) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

16.7 Deed

It is intended that this Deed takes effect as a deed notwithstanding the fact that a Party may only execute it under hand.

16.8 No assignments and transfers by the Obligor or Chargor

- (a) Neither the Obligor nor the Chargor may assign or transfer any of its rights (if any) or its obligations under this Agreement.
- (b) The Chargor may not assign or transfer any amount owing to it by the Obligor under a Relevant Loan or otherwise to any person.

EXECUTION VERSION

16.9 Assignment and transfers of the Senior Lender

- (a) If any Senior Lender at any time assigns any of its rights or transfers any of its rights or obligations under the Facility Agreement to any person (a **Transferee**) to whom it is remitted to do so under the Facility Agreement, this Agreement shall continue to benefit the Senior Debt notwithstanding any such assignment or transfer to a Transferee.
- (b) Any Senior Lender may disclose to any prospective Transferee or to any other person who may propose entering into contractual relations with the Senior Lender, such information about the Chargor as the relevant Senior Lender may consider appropriate.

16.10 Acknowledgement

The Chargor hereby acknowledges and confirms that it has been provided with a copy of the Facility Agreement.

17. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

18. JURISDICTION

- 18.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with it) (a **"Dispute"**)
- 18.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 18.3 This clause 18 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

19. SERVICE OF PROCESS

Without prejudice to any other mode of service allowed under any relevant law, the Chargor:

- (a) irrevocably appoints the General Partner as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

IN WITNESS whereof this Deed has been duly executed as a deed and is intended to be and is delivered on the date first above written.

EXECUTION VERSION

THE CHARGOR

EXECUTED as a **DEED** but not delivered) 
until the first date specified on page 1 by) (Signature)


RIVERSIDE CAPITAL (TVL PORTFOLIO 1) LP a limited partnership (registered in Scotland with number SL024544) having its registered office at 5th Floor Quatermile Two, 2 Lister Square, Edinburgh EH3 9GL, acting through its general partner **RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) HOLDCO GP LIMITED** a company (registered in England and Wales with number 09845246) having its registered office at Seebeck House 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8FR acting by a director in the presence of a witness:

Ashley John wilcox
Director: _____

Witness signature:  _____
Ryan Fabian

Witness name: _____

Witness address:  _____

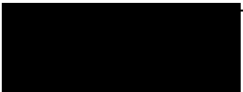


witness Occupation:  _____

EXECUTION VERSION

THE OBLIGOR

EXECUTED as a **DEED** but not delivered 
until the first date specified on page 1 by) (Signature)

RIVERSIDE CAPITAL (ANDOVER) LP a limited partnership (registered in England and Wales with number LP017071) having its registered office at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR acting by its General Partner, **RIVERSIDE CAPITAL (TRAVELODGE PORTFOLIO 1) PROPCO GP LIMITED** (registered with company number 09845244) having its registered office at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR, acting by a director in the presence of a witness:

Director: Ashley John wilcox
Witness signature: 
Witness name: Ryan Fabian
Witness address: 
witness Occupation: 

Address: Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes MK5 8FR
Facsimile No: +44 (0) 20 7405 4222
Attention:

EXECUTION VERSION

THE SECURITY AGENT

EXECUTED as a **DEED** but not delivered
until the first date specified on page 1 by

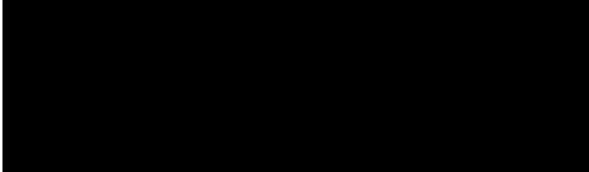
) 
) (Signature)

THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED) acting through its duly authorised
Attorney in the presence of a witness:

Authorised Attorney: Simon Chandler

Witness signature: 

Witness name: Tendai Cokeraye

Witness address: 

Address: PO Box 62, Royal Bank Place,
Gategny Esplanade, St Peter Port,
Guernsey GY1 4BQ

Facsimile No: 01481 706658

Attention: Simon Chandler