

395

CHFP025

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

38

00769170

Name of company

* Travelodge Hotels Limited

Date of creation of the charge

29 September 2006

26/09/06

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

A Standard Security which was passed for registration in Sweden on 24/10/66 and

Amount secured by the mortgage or charge

The Indebtedness defined as:

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document, Mezzanine Finance Document or the PIK Facility Agreement at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of Section 151 of The Companies Act 1985;

For other definitions see Paper Apart

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

The Royal Bank of Scotland plc (as security agent), 36 St Andrew Square,
Edinburgh

Postcode

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

McGrigors LLP

Princes Exchange
1 Earl Grey Street
Edinburgh EH3 9AQ

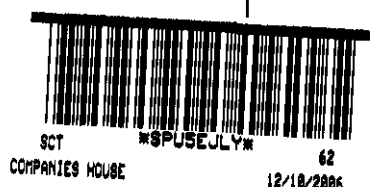
HH/IJL/00005R.002225

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



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

None

Signed

Date 9 October 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [redacted] chargee] +

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

TRAVELODGE HOTELS LIMITED (COMPANY NUMBER 00769170)

PAPER APART

"Charging Companies" means the Company, the Parent and each of Full Moon HoldCo 4 Limited (Company Number 5893849), Full Moon HoldCo 5 Limited (Company Number 5893854) and Full Moon HoldCo 6 Limited (Company Number 5893977) and each company which grants security over its assets in favour of the Security Agent by executing a security accession deed;

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

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time) entered into between, amongst others, Full Moon HoldCo5 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as mezzanine lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as mezzanine facility agent and The Royal Bank of Scotland plc as mezzanine security agent, under which the mezzanine lenders have made available £75,000,000 of mezzanine facilities to Full Moon HoldCo 5 Limited;

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

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Facility Agreement;

"Obligors" means Obligors (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement and the PIK Facility Agreement);

"Parent" means Full Moon HoldCo 3 Limited, a company incorporated in England with Company Number 05893847 and having its Registered Office at Sleepy Hollow, Aylesbury Road, Thame, Oxon, OX9 3AT;

"PIK Finance Documents" means the PIK Finance Documents as defined in the PIK Facility Agreement;

"PIK Finance Parties" means the PIK Finance Parties as defined in the PIK Facility Agreement;

"PIK Facility Agreement" means the PIK facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time), entered into between, amongst others, Barclays Bank PLC and The Royal Bank of Scotland plc as PIK lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as PIK facility agent and The Royal Bank of Scotland plc as security agent, under which the PIK lenders have made available £50,000,000 of facilities to Full Moon HoldCo 4 Limited;

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

"Security Agent" means The Royal Bank of Scotland plc, having its Registered Office at 36 St Andrew Square, Edinburgh for itself as a Secured Party and as security trustee for the other Secured Parties;

"Senior Facilities Agreement" means the senior facilities agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time) entered into, amongst others, Full Moon 6 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, The Royal Bank of Scotland plc as facility agent and security agent, under which the lenders have made available £448,235,000 of facilities to Full Moon HoldCo 6 Limited;

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

"Senior Finance Parties" means the Senior Finance Parties as defined in the Senior Facilities Agreement;



M

COMPANIES FORM No. 398

398

**Notice of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

00769170

Name of company

* insert full name
of company

* Travelodge Hotels Limited

I Ian James Graeme Lyall

of Princes Exchange, 1 Earl Grey Street, Edinburgh

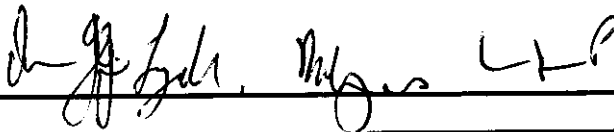
§ give date and
parties to charge

certify that the charge § Standard Security by Travelodge Hotels Limited in favour
of The Royal Bank of Scotland plc (as security agent) dated 26 September 2006

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 29 September 2006
in [Scotland] ~~XXXXXXXXXX~~

Signed



Date 9 October 2006

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

McGrigors LLP
Princes Exchange
1 Earl Grey Street
Edinburgh, EH3 9AQ

DX ED 723301 Edinburgh 43

For official Use
Mortgage Section

Post room

Notes

The address for the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00769170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON THE 29TH SEPTEMBER 2006 AND DATED THE 26th SEPTEMBER 2006 AND CREATED BY TRAVELODGE HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2006.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES