

# M

## COMPANIES FORM No. 395

1 6 2 9 8 9 / 1 3

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1501

00769170

Name of company

\* TRAVELODGE HOTELS LIMITED (the "Chargor")

Date of creation of the charge

6 September 2007

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

SUPPLEMENTAL LEGAL CHARGE dated 6 September 2007 between the Parent, the Chargor and the Security Agent (the "Supplemental Charge")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document, Mezzanine Finance Document or the PIK Facility Agreement as at 6 September 2007 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 (the "Indebtedness")

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 5th Floor, 135 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

Presentor's name address and reference (if any)

Ashurst  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

KZT\R546 00753/4421994

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A45

\*AFTLSSZM\*

15/09/2007

700

COMPANIES HOUSE

1 FIXED SECURITY

(a) The Chargor, as continuing security for the payment of all of the Indebtedness, has charged in favour of the Security Agent, with full title guarantee and by way of first legal mortgage, the Properties together with all buildings and fixtures (including trade fixtures) on the Properties provided that (i) on payment or discharge in full of the Indebtedness or (ii) where expressly permitted under and in accordance with the Finance Documents, the Security Agent will at the request and cost of the Chargor release the relevant Property from the Security constituted by the Supplemental Charge

(b) The Chargor has confirmed that, as security for the payment of all the Indebtedness

(i) it has charged in favour of the Security Agent by way of fixed charge the assets relating to the Properties and referred to in clause 2 3(b) (Fixed charges) of the Security Accession Deed, and

(ii) it has assigned to the Security Agent by way of security the assets relating to the Properties and referred to in clause 2 5 (Security Assignment) of the Security Accession Deed

Continued on Addendum 4/4

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

14.09.07

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~†

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

Notes

† delete as  
appropriate

- 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**

Name of company

\*insert full name  
of Company

\* TRAVELODGE HOTELS LIMITED (the "Chargor")

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## NOTE

In this form

"Agreed Security Principles" means the agreed security principles as set out in Schedule 9 to the Senior Facilities Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Supplemental Charge,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Original Debenture and each company, of which the Chargor is one, which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27 21 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 21 (Acceleration) of the Mezzanine Facility Agreement or the PIK Facility Agent exercising any of its rights under clause 24 21 (Acceleration) of the PIK Facility Agreement,

"Events of Default" means Events of Default as defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement,

"Facility Agent" means The Royal Bank of Scotland plc,

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

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Original Debenture,

"Mezzanine Facility Agent" means RBS Mezzanine Limited,

"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 Holdco 5 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 certain 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 such term is defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement,

"Original Debenture" means the debenture dated 3 September 2006 between the Parent, the Charging Companies

Name of company

\*insert full name  
of Company

\* TRAVELODGE HOTELS LIMITED (the "Chargor")

named therein and the Security Agent,

"Parent" means Full Moon Holdco 3 Limited (CRN 5893847),

"PIK Facility Agent" means RBS Mezzanine Limited,

"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 certain facilities to Full Moon Holdco 4 Limited,

"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,

"Properties" means the properties detailed in schedule 1 to the Supplemental Charge, as set out in the schedule hereto,

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

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means the security accession deed dated 26 September 2006 entered into between, amongst others, Full Moon Holdco 3 Limited as the Parent and The Royal Bank of Scotland plc as Security Agent,

"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 certain 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,

#### Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

\*insert full name  
of Company

\* TRAVELODGE HOTELS LIMITED (the "Chargor")

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

(c) A reference in the Supplemental Charge to a charge of any real property includes the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies payable in respect of those covenants

## 2 FURTHER ASSURANCE

## 2 1 General

(a) Subject to the Agreed Security Principles, the Chargor will, at its own expense, promptly following request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Supplemental Charge (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Supplemental Charge) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Supplemental Charge or by law,

(ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Supplemental Charge, and/or

(iii) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of the Supplemental Charge

(b) Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Supplemental Charge

(c) Any security document required to be executed by the Chargor under clause 5 1 of the Original Debenture, as set out in this clause 2 1 will contain clauses corresponding to and no more onerous than the provisions set out in the Supplemental Charge

## 3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor may not

(a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement or with the prior consent of the Security Agent

Name of company

\*insert full name  
of Company

\* TRAVELODGE HOTELS LIMITED (the "Chargor")

## 4 CONTINUATION

(a) The Original Debenture and the Security Accession Deed will remain in full force and effect as supplemented by the Supplemental Charge. From 6 September 2007, the Original Debenture, the Security Accession Deed, the supplemental charge dated 10 May 2007 between the Chargor, the Parent and the Security Agent, and the Supplemental Charge shall be read and construed together.

(b) The security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may as at 6 September 2007 or thereafter hold for any of the Indebtedness and the security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

(c) References in the Original Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Original Debenture as amended by the Supplemental Charge and to the Supplemental Charge.

## SCHEDULE

## Properties

Title Number	Description	Freehold or Leasehold
SF480141	Stafford	Leasehold
BK386547	Reading Westbound	Leasehold
BK386548	Reading Eastbound	Leasehold
CU199540	Carlisle Todhills	Leasehold

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 SUPPLEMENTAL LEGAL CHARGE DATED THE 6th SEPTEMBER 2007 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 15th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th SEPTEMBER 2007

P. C.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES