

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record

THURSDAY



A271ZER7

A28

02/05/2013

#199

COMPANIES HOUSE

1 Company details

Company number 0 0 7 6 9 1 7 0
Company name in full TRAVELODGE HOTELS LIMITED

85 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 6 0 4 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY
TRUSTEE)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

ALL and WHOLE the subjects known as and forming 30/31 Princes Street, Edinburgh, Midlothian, EH2 2BY, being the subjects registered in the Land Register of Scotland under Title Number MID145697,

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

[Handwritten Signature]

PARTNER, FOR AND ON BEHALF OF PINSENT MASONS LLP

X

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name IAN J G LYALL

Company name PINSENT MASONS LLP

Address PRINCES EXCHANGE

1 EARL GREY STREET

Post town EDINBURGH

County/Region MIDLOTHIAN

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7033



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 769170

Charge code: 0076 9170 0085

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2013 and created by TRAVELODGE HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2013.

Given at Companies House, Cardiff on 8th May 2013

STANDARD SECURITY
by
TRAVELODGE HOTELS LIMITED

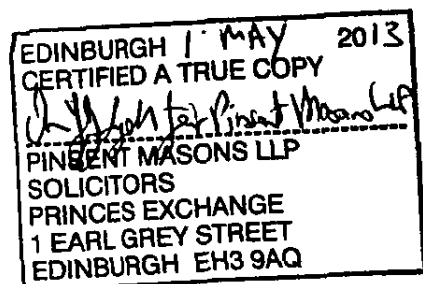
in favour of
THE ROYAL BANK OF SCOTLAND plc (as security trustee)

Subjects: 30/31 Princes Street, Edinburgh, EH2 2BY (Title Number MID145697).



Pinsent Masons

Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ
Tel +44 (0)131 777 7000
Fax +44 (0)131 777 7003
E-Mail enquiries@pinsentmasons.com
Web Site <http://www.pinsentmasons.com>
15068632_1 DOC



WE, TRAVELODGE HOTELS LIMITED, a Company incorporated in England with Company Number 00769170 and having our Registered Office at Sleepy Hollow, Aylesbury Road, Thame, Oxon, OX9 3AT (hereinafter referred to as the "Chargor") CONFIRM and DECLARE that, in this Standard Security (a) unless the context otherwise requires or unless otherwise defined in this Standard Security, words and expressions defined in the Senior Facilities Agreement (as hereinafter defined) have the same meanings when used in this Standard Security, (b) the following words and expressions shall have the respective meanings given to them, namely -

"Charging Companies" means the Chargor, the Parent and each of the companies listed in the Schedule and each company 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 20 (Acceleration) of the Senior Facilities Agreement,

"Events of Default" means Events of Default as defined in the Senior Facilities Agreement,

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of Chapter 2 of Part 18 of the Companies Act 2006,

"Lenders" means the Lenders as defined in the Senior Facilities Agreement,

"New Debenture" means the debenture between the Parent, the Charging Companies and the Security Agent dated 25 October, 2012,

"Obligors" means Obligors as defined in the Senior Facilities Agreement,

"Original Debenture" means the debenture between Full Moon Holdco 3 Limited as parent, The Royal Bank of Scotland as the Security Agent and others dated 3 September 2006,

"Parent" means Anchor UK Bidco Limited, a company incorporated in England with Company Number 08170768 and having its Registered Office at 20-22 Bedford Row, London, WC1R 4JS,

"Schedule" means the Schedule annexed and executed as relative to this Standard Security,

"Secured Parties" means the Senior Finance Parties,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the New Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Security Agent" means The Royal Bank of Scotland plc, incorporated under the Companies Act with Company Number SC090312 and having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB 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 amended, restated and/or novated from time to time including on 11 October, 2012) entered into between, amongst others, Anchor UK Bidco Limited (as the parent), certain financial institutions as lenders, Deutsche Bank AG, London Branch as priority super senior LOC facility issuing bank and The Royal Bank of Scotland plc as facility agent, security agent and hedging counterparty,

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

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

and (c) the provisions of Clauses 12 (Construction) and 13 (Other References) of the New Debenture apply to this Standard Security as though they were set out in full in this Standard Security except that references to the deed are construed to be references to this Standard Security, And WE the Chargor HEREBY undertake to the Security Agent that it will on demand pay the Indebtedness when it falls due for payment in accordance with the terms of the Finance Documents, For which we the Chargor grant a Standard Security in favour of the Security Agent over ALL and WHOLE the subjects known as and forming 30/31 Princes Street, Edinburgh, Midlothian, EH2 2BY, being the subjects registered in the Land Register of Scotland under Title Number MID145697, The Standard Conditions specified in Schedule 3 to The Conveyancing and Feudal Reform (Scotland) Act, 1970 and any lawful variation thereof operative for the time being (the "Standard Conditions") shall apply, And we the Chargor agree that (1) Standard Conditions 1 to 7 and 9(1) (b) and (c) and 9(2) shall not apply to this Standard Security, (2) the Standard Conditions shall be varied insofar as lawful and applicable by the Senior Facilities Agreement, the Original Debenture and the New Debenture under declaration that, in the event of there being any inconsistency between the terms of this Standard Security and the terms of the Senior Facilities Agreement, the Original Debenture and the New Debenture, the terms of the Senior Facilities Agreement, the Original Debenture and the New Debenture, shall prevail, (3) the whole terms, undertakings, powers, rights, provisions and others contained in the Senior Facilities Agreement, the Original Debenture and the New Debenture shall be incorporated and shall be held to be repeated herein *mutatis mutandis*, (4) with reference to Standard Condition 8 and for the avoidance of doubt, the Security Agent shall be entitled to call up this Standard Security only if there has been a Declared Default, and (5) for the purposes of Standard Condition 9 (as herein amended), the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 (as herein amended) on the occurrence of a Declared Default, Declaring that (a) the words and expressions which are incorporated into the foregoing variation and which are defined in the said Act or in the said Schedule thereto (as in each case as so amended) shall be deemed to be so defined for the foregoing also, and (b) each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, if at any time any one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable, And we the Chargor grant warrandice, And we the Chargor consent to the registration of these presents for preservation and execution, This Standard Security will be governed by Scots law and we the Chargor prorogate the jurisdiction of the Scottish Courts IN WITNESS WHEREOF these presents consisting of this and the preceding page, together with the Schedule annexed, are executed as follows -

SUBSCRIBED for and on behalf of
TRAVELODGE HOTELS LIMITED

at LONDON
on the 23 day
of APRIL 2013
by

PAUL VICTOR HARVEY

GRANT DAVID HEARN

Director/~~Secretary/Authorised Signatory~~

Full Name

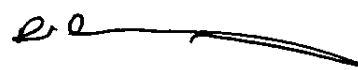

Director/~~Secretary/Authorised Signatory~~

Full Name

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY TRAVELODGE HOTELS LIMITED IN FAVOUR OF THE ROYAL BANK OF SCOTLAND plc (AS SECURITY TRUSTEE) ~~DATED 23 APRIL, 2013~~

The Charging Companies

Company	Registered Number	Registered Office
Anchor UK Bidco Limited	8170768	20-22 Bedford Row, London, WC1R 4JS
Full Moon HoldCo 4 Limited	5893849	100 Barbirolli Square, Manchester, M2 3AB
Full Moon HoldCo 5 Limited	5893854	100 Barbirolli Square, Manchester, M2 3AB
Full Moon HoldCo 6 Limited	5893977	100 Barbirolli Square, Manchester, M2 3AB
TLLC LevPropco1 Limited	4590301	100 Barbirolli Square, Manchester, M2 3AB
TLLC LevPropco5 Limited	4582088	100 Barbirolli Square, Manchester, M2 3AB
TLLC LevPropco7 Limited	4582106	100 Barbirolli Square, Manchester, M2 3AB
TLLC Regent Palace Limited	4588945	100 Barbirolli Square, Manchester, M2 3AB
TLLC Propholdco 1 Limited	4588799	100 Barbirolli Square, Manchester, M2 3AB
TLLC Group Holdings Limited	4592844	100 Barbirolli Square, Manchester, M2 3AB
TLLC Holdings2 Limited	4588957	100 Barbirolli Square, Manchester, M2 3AB
TLLC Holdings3 Limited	4588791	100 Barbirolli Square, Manchester, M2 3AB
TLLC Holdings4 Limited	4588955	100 Barbirolli Square, Manchester, M2 3AB
TLLC Holdings5 Limited	4592836	100 Barbirolli Square, Manchester, M2 3AB
TLLC Limited	4590019	100 Barbirolli Square, Manchester, M2 3AB
Travelodge Limited	7208249	100 Barbirolli Square, Manchester, M2 3AB

 DIRECTOR
 DIRECTOR