



Registration of a Charge

Company name: **TRAVELODGE HOTELS LIMITED**

Company number: **00769170**



X4MENGLT

Received for Electronic Filing: **16/12/2015**

Details of Charge

Date of creation: **14/12/2015**

Charge code: **0076 9170 0094**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **THE LAND AND BUILDINGS KNOWN AS HOTEL BUILDING TO THE NORTH OF WORTHING ROAD, LITTLEHAMPTON, WEST SUSSEX, BN17 6LE AS MORE FULLY DESCRIBED IN SCHEDULE 1 TO THE LEASE DATED ON OUR AROUND 14 DECEMBER 2015 AND MADE BETWEEN STORE PROPERTY INVESTMENTS LIMITED AND THE TRAVELODGE HOTELS LIMITED.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALED BATEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 769170

Charge code: 0076 9170 0094

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2015 and created by TRAVELODGE HOTELS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015 .

Given at Companies House, Cardiff on 17th December 2015

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

14 DECEMBER

2015

TRAVELODGE HOTELS LIMITED
as the Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

LEGAL CHARGE
of Travelodge Hotel Littlehampton



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London
EC4Y 1HS

LON39042956/5 076105-0924

THIS CHARGE is made by way of deed on 14 / 12 2015

By:

- (1) **TRAVELODGE HOTELS LIMITED** (registered in England and Wales, with registered number 00769170) with registered office at Sleepy Hollow, Aylesbury Road, Thame, Oxon OX9 3AT (the *Chargor*); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the *Security Agent*).

INTERPRETATION

Terms in this Deed, unless otherwise defined herein, shall be construed in accordance with the debenture dated 3 September 2006 as supplemented by the supplemental debenture dated 25 October 2012 made between, amongst others, Thame and London Limited (previously known as Anchor UK Bidco Limited), the Chargor and the Security Agent (the *Debenture*).

THIS DEED WITNESSES as follows:

1. LEGAL CHARGE

The Chargor, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee by way of first legal mortgage its interest in the leasehold property specified in the Schedule (*Mortgaged Property*) (the *Mortgaged Property*).

2. APPLICATION TO THE LAND REGISTRY

2.1 The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of the Mortgaged Property in respect of the charge created by this Deed:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the security agreement dated [] in favour of The Royal Bank of Scotland plc (as agent and trustee for itself and each of the other Secured Parties referred to in that security agreement) or its conveyancer"

2.2 It is certified that the security created by this Deed does not contravene any of the provisions of the memorandum or articles of association of the Chargor.

3. FURTHER LOANS

Subject to the terms of the Senior Facilities Agreement, the Senior Lenders are under an obligation to make further advances to the Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Chargor consents to an application being made to the Land

Registry for a notice to be entered on to the Register of Title of the Mortgaged Property that there is an obligation to make further advances on the security of the registered charge.

4. GOVERNING LAW

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

4.2 The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed).

5. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6. CONSTRUCTION

6.1 This Deed is supplemental to the Debenture and should be interpreted in accordance with the terms therein.

7. COUNTERPARTS

7.1 This Deed may be executed and delivered in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

THIS CHARGE has been executed as, and is intended to take effect as, a deed by the Chargor and the Security Agent on the date written on the first page of this legal charge notwithstanding the fact that a party may only execute this document under hand.

THE SCHEDULE

Land and buildings known as hotel building to the north of Worthing Road, Littlehampton, West Sussex BN17 6LE as more fully described in schedule 1 to the lease dated on or around the date of this charge and made between Store Property Investments Limited (1) and the Chargor (2).

IN WITNESS whereof the Parties have executed and delivered this Deed as a deed on the date first before written.

Chargor

EXECUTED as a **DEED** by
TRAVELODGE HOTELS LIMITED
acting by a director in the presence of
a witness

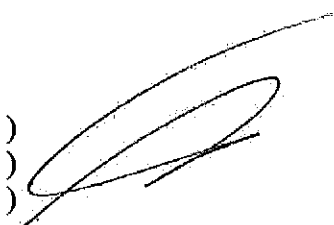
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JO BOYDELL

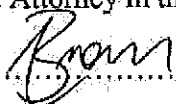
Signature of witness: *Gemma Burleigh*

Name of witness *Gemma Burleigh*

Address of witness: *Sleepy Hollow*
Aylebury Rd.
Thame
OXON OX9 8AT

EXECUTED as a **DEED** by
by **THE ROYAL BANK OF SCOTLAND PLC**
acting by a duly authorised Attorney in the presence of:

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)
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Signature of witness: 

Name of witness NATALIE BROWN

Address of witness: 250 BISHOPSGATE, LONDON, EC2M 4AA