

MG01

Particulars of a mortgage or charge



iris
LASERFORM

222672/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



AAAYSH89

04/02/2010

242

A26

COMPANIES HOUSE

1

Company details

Company number

5 1 7 3 9 3 8

Company name in full

TLLC CMSubPropColl Limited (the **Chargor**)

For official use

6

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d8 m0 m1 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A confirmatory security agreement dated 28 January 2010 (the **Deed**) between, among others, the **Chargor** and the **Security Agent** (as defined below)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors (as each capitalised term is defined in this Form MG01) to any Finance Party under the Finance Documents including those obligations and liabilities as they are amended by the Supplemental Agreement (the **Secured Liabilities**).

Continuation page

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

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Bank of Scotland plc (the **Security Agent**)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars See continuation sheets

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N11

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP 03/02/2010 X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Morwenna Pestell

Company name Allen & Overy LLP

Ref 0043278-0000328

Address Level 32, 40 Bank Street,
Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX 73/LONDON/CITY

Telephone 0203 088 3916



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 or in respect of property located in or governed by Scots law, subject to the Permitted Occupational Leases, with absolute warrandice</p> <p>(b) If the rights of the Chargor under a document (including, for the avoidance of doubt, a lease agreement) cannot be secured without the consent of a party to that document</p> <p>(i) the Chargor must notify the Security Agent promptly,</p> <p>(ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself,</p> <p>(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed but, for the avoidance of doubt, this will not require the Chargor to make any payment to the relevant party in order to obtain consent, and</p> <p>(iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it</p> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p>(d) All the security created under the Deed</p> <p>(i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and</p> <p>(ii) is created in addition to and does not affect the security created by the Original Security Agreement</p> <p>(e) Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (f) Subject to paragraph (b) above, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when the Deed still has effect

1.2 Land

(a) The Chargor charges

- (i) by way of a first priority legal mortgage all estates or interests in any freehold or leasehold property owned by it (including without limitation the real property specified in Schedule 1 Part 2 (Security Assets) of the Original Security Agreement) and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights and licences or other agreement or document which gives the Chargor a right to occupy or use property

(b) A reference in the Deed to any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor, and
- (ii) 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 moneys paid or payable in respect of those covenants

1.3 Investments

(a) The Chargor charges

- (i) by way of a first priority legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) A reference in the Deed to any stock, share, debenture, bond or other security includes</p> <ul style="list-style-type: none"> (i) any dividend or interest paid or payable in relation to it, and (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise <p>1.4 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession</p> <p>1.5 Credit balances</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed but excluding the Equity Account) it has with any person and the debt represented by it</p> <p>1.6 Book debts etc.</p> <p>The Chargor charges by way of a first fixed charge (but excluding in respect of the Equity Account)</p> <ul style="list-style-type: none"> (a) all of its book and other debts, (b) all other moneys due and owing to it, and (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above <p>1.7 Insurances</p> <p>The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest</p> <p>1.8 Other contracts</p> <p>The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <ul style="list-style-type: none"> (a) its Relevant Contracts, (b) any letter of credit issued in its favour, and (c) any bill of exchange or other negotiable instrument held by it 	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.9 Intercompany Loans

The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Intercompany Loans to which it is a party provided that while no Event of Default is outstanding the relevant Chargor may, subject to the terms of the Facility Agreement, exercise all its rights in respect of any Intercompany Loan to which it is a party and receive and exercise all rights in respect of the proceeds thereof

1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

1.11 Floating charge

(a) The Chargor charges by way of a first floating charge

- (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clause 2.11 of the Deed (other than the Equity Account), and
- (ii) all its assets located in or otherwise governed by Scots law (irrespective of whether or not such assets are effectively mortgaged, charged or assigned by way of first mortgage, charge or assignment under Clause 2.11 of the Deed)

(b) Except as provided below, the Security Agent may (acting on the instructions of the Majority Lenders) by notice to a Chargor convert the floating charge created by that Chargor under Subclause 2.11 of the Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if

- (i) an Event of Default is outstanding, or
- (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) The floating charge created by Subclause 2 11 of the Deed may not be converted into a fixed charge solely by reason of.
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
under the Insolvency Act 2000
- (d) The floating charge created by Subclause 2 11 of the Deed will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by Subclause 2 11 of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
2. **RESTRICTIONS ON DEALINGS**
- No Chargor may
- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
except as expressly allowed under the Facility Agreement
3. **INTERPRETATION**
- In this Form MG01
- Accession Agreement** means a letter, substantially in the form of Schedule 7 (Form of Accession Agreement) of the Facility Agreement, with such amendments as the Facility Agent and the Company may agree
- Accounting Principles** means the accounting principles, policies, standards, bases and practices which, at any relevant time, are generally accepted in the United Kingdom and approved by the Institute of Chartered Accountants of England and Wales
- Acquisition Documents** means
- (a) each Sale Agreement,
 - (b) the Overarching Agreement, and
 - (c) each schedule to, or annex or other document associated with, any Sale Agreement or the Overarching Agreement

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Additional Guarantor means each member of the Group which becomes a Guarantor in accordance with Clause 29 7 (Additional Guarantors) of the Facility Agreement

Administrative Party means the Mandated Lead Arranger or an Agent.

Agent means the Facility Agent or the Security Agent

Amendment Date means 22 June 2007

Asset Management Agreement means the management agreement dated on or about the 15th October, 2004, made between the Company, the Asset Manager and Prestbury Investment Holdings Limited pursuant to which the Asset Manager agrees to provide investment and property management services to the Company

Asset Manager means PIHL Wentworth Manager Limited, a company registered in England and Wales under number 5063116 or any other asset manager appointed with the approval of the Facility Agent

Assignment of Rents means an assignment of rents by the relevant company in favour of the Security Agent in security of the Secured Liabilities (as defined in the Security Agreement) over Rental Income under all Permitted Occupational Leases relating to Scottish heritable or leasehold property held by that relevant company in a form satisfactory to the Security Agent and duly intimated to the tenants

Commitment means

(a) for an Original Lender, the amount set opposite its name in Schedule 1 (Parties/Guarantors) of the Facility Agreement under the heading "Commitments" designated Facility A, Facility B, Facility C, Facility D or Facility E and the amount of any other Commitment, as so designated, it acquires,

(b) for any other Lender, the amount of any other Commitment it acquires,

in each case, to the extent not cancelled, transferred or reduced under the Facility Agreement

Company means Prestbury Hotels Limited

Deed of Variation has the meaning given to that term in the relevant Acquisition Document

Development means the Works as defined in the relevant Development Agreement (as at the Amendment Date)

Development Agreement means an agreement in a form approved by the Facility Agent, entered into by an Obligor and a Tenant in respect of the design and construction of a Development

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Development Property C means the Property situated at the rear of the Harvester, George Inn, Epsom Road, Morden, Surrey SM4 5JP

Development Property J means the Property situated at the rear of Harvester Restaurant, Ham Farm, Twyford Road, Eastleigh, Southampton and, where appropriate, includes the Development on that Property

Duty of Care Agreement means the duty of care agreement to be entered into between, in each case

(a) the Asset Manager, the Company, and the Facility Agent, and

(b) the Managing Agent, the Company, and the Facility Agent,

in respect of their respective duties and obligations regarding the Properties

Effective Date has the meaning given to it in Clause 2(b) as set out in the Eighth Amendment Agreement or such other date as the Company and the Facility Agent may agree

Eighth Amendment Agreement means the amendment agreement dated 28 January 2010 entered into in connection with the Facility Agreement

English Confirmatory Security Agreement means the confirmatory security agreement in agreed form to be entered into between, among others, the Company and the Security Agent to be delivered as a condition subsequent pursuant to Clause 4 of the Eighth Amendment Agreement

Equity Account means an interest bearing blocked account with account number 06056637 governed by English law in the name of the Company which is held with the Facility Agent

Event of Default means an event specified as such in Clause 22 (Default) of the Facility Agreement

Existing Leasebacks has the meaning given to such term in the agreements listed in paragraph 1 to 14, 15 and 18 of Part B of the Schedule to the Overarching Agreement

Facility means a credit facility made available under the Facility Agreement and when designated

(a) **Facility A** means the term loan facility described in Clause 2.1 (Facility A) of the Facility Agreement,

(b) **Facility B** means the term loan facility described in Clause 2.2 (Facility B) of the Facility Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) **Facility C** means the term loan facility described in Clause 2 3 (Facility C) of the Facility Agreement,
- (d) **Facility D** means the term loan facility described in Clause 2 4 (Facility D) of the Facility Agreement, and **Facility D Tranche 1, Facility D Tranche 2, Facility D Tranche 3, Facility D Tranche 4, Facility D Tranche 5, Facility D Tranche 6, Facility D Tranche 7, Facility D Tranche 8, Facility D Tranche 9, Facility D Tranche 10, Facility D Tranche 11, Facility D Tranche 12, Facility D Tranche 13, Facility D Tranche 14 and Facility D Tranche 15** have the meaning given to those terms in Clause 2 4 (Facility D) of the Facility Agreement, and
- (e) **Facility E** means the term loan facility described in Clause 2 5 (Facility E) of the Facility Agreement

Facility Agent means Bank of Scotland plc

Facility Agreement means the £364,670,000 facility agreement dated 15 October 2004 between, among others, the Company and the Facility Agent as amended as restated from time to time

Fee Letter means any letter entered into by reference to the Facility Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Facility Agreement

Fifth Amendment Agreement means the fifth amendment agreement dated 18 August 2006 entered into in connection with the Facility Agreement

Final Maturity Date means 29 October 2014.

Finance Document means

- (a) the Facility Agreement,
- (b) the First Amendment Agreement,
- (c) the Second Amendment Agreement,
- (d) the Third Amendment Agreement,
- (e) the Fourth Amendment Agreement,
- (f) the Fifth Amendment Agreement,
- (g) the Sixth Amendment Agreement,
- (h) the Seventh Amendment Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) the Eighth Amendment Agreement,
- (j) a Security Document,
- (k) a Fee Letter,
- (l) a Transfer Certificate,
- (m) an Accession Agreement,
- (n) the Hedging Letters,
- (o) a Hedging Document,
- (p) the Priority Deed,
- (q) the Supplemental Agreement to the Priority Deed, or
- (r) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender, a Hedging Bank or an Administrative Party

Financial Indebtedness means (without double counting) any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any acceptance credit or bill discounting facility (including any dematerialised equivalent),
- (c) any bond, note, debenture, loan stock, loan note or other similar instrument,
- (d) any redeemable preference share to the extent redeemable at the option of the holder prior to the date falling 12 months after the Final Maturity Date,
- (e) any agreement treated as a finance or capital lease in accordance with the Accounting Principles,
- (f) receivables sold or discounted (otherwise than on a non-recourse basis),
- (g) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset,
- (h) any derivative transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark to market value of the derivative transaction will be used to calculate its amount),

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing,</p> <p>(j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, or</p> <p>(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above paragraphs</p> <p>First Amendment Agreement means the supplemental agreement dated 18 July 2005 entered into in connection with the Facility Agreement</p> <p>Fourth Amendment Agreement means the fourth amendment agreement dated 14 July 2006 entered into in connection with the Facility Agreement</p> <p>Group means the Company and its Subsidiaries</p> <p>Guarantor means the Company, each Guarantor listed in Schedule 1 of the Facility Agreement or any Additional Guarantor</p> <p>Headlease means a lease under which an Obligor holds title to a Property</p> <p>Hedging Bank means any bank or financial institution party to the Hedging Documents which is a party to the Priority Deed as a hedging counterparty</p> <p>Hedging Documents means any ISDA master agreement or other interest hedging agreements or documents which may be entered into with a Hedging Bank by a member of the Group as contemplated in the Hedging Letters</p> <p>Hedging Letters means a letter dated on or about the date of the Eighth Amendment Agreement between the Company and the Facility Agent relating to the interest hedging to be effected by the Group in relation to Facilities</p> <p>Intercompany Loans means all Financial Indebtedness payable or owing by one member of the Group to another member of the Group</p> <p>Joint Venture Agreement means the joint venture agreement dated on or about the 14 March 2005 and made between the Parent and the Original Investors</p> <p>Leasebacks means those leases to be granted pursuant to the Sale Agreements</p> <p>Lease Document means</p> <p>(a) a Permitted Occupational Lease, or</p> <p>(b) any other document designated as such by the Facility Agent and the Company</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Lender means

- (a) an Original Lender, or
- (b) any person which becomes a Lender after the 15 October 2004

Little Chef Licence means the licence to be granted by a member of the Group to Little Chef pursuant to the terms of the relevant Acquisition Agreement

Loan means, unless otherwise stated in the Facility Agreement, the principal amount of each borrowing under the facility Agreement or the principal amount outstanding of that borrowing and when designated

- (a) **Facility A** means a loan under Facility A,
- (b) **Facility B** means a loan under Facility B,
- (c) **Facility C** means a loan under Facility C,
- (d) **Facility D** means a loan under Facility D, and
- (e) **Facility E** means a loan under Facility E

Majority Lenders means

- (a) at any time when there are Facility A Loans outstanding or undrawn Facility A Commitments or, in respect of subparagraph (a)(iii) below, at any time after Facility A Commitments have been reduced to zero, Lenders
 - (i) whose share in the outstanding Facility A Loans then aggregate 66 2/3 per cent or more of the outstanding Facility A Loans, or
 - (ii) if there is no Facility A Loan outstanding, whose undrawn Facility A Commitments then aggregate 66 2/3 per cent or more of the aggregate Facility A Commitments of all the Lenders, or
 - (iii) if there is no Facility A Loan outstanding and the aggregate Facility A Commitments have been reduced to zero, whose Facility A Commitments aggregated 66 2/3 per cent or more of the aggregate Facility A Commitments of all the Lenders immediately before the reduction (provided that this subparagraph (iii) shall cease to apply when all amounts owing under the Finance Documents to such Lenders have been unconditionally and irrevocably paid and discharged in full), and

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) if there is no Facility A Loan outstanding and the aggregate Facility A Commitments have been reduced to zero and all amounts owing under the Finance Documents to such Lenders have been unconditionally and irrevocably paid and discharged in full, Lenders</p> <p>(i) whose share in the outstanding Loans then aggregate 66 2/3 per cent or more of the outstanding Loans,</p> <p>(ii) if there is no Loan outstanding, whose undrawn Commitments then aggregate 66 2/3 per cent or more of the aggregate Commitments of all the Lenders, or</p> <p>(iii) if there is no Loan outstanding and the aggregate Commitments have been reduced to zero, whose Commitments aggregated 66 2/3 per cent or more of the aggregate Commitments of all the Lenders immediately before the reduction</p> <p>Managing Agent means GVA Grimley or any other managing agent appointed by the Company in respect of the Properties with the approval of the Facility Agent</p> <p>Mandated Lead Arranger means Bank of Scotland plc</p> <p>Obligor means the Company, Assetco or an Additional Guarantor</p> <p>Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject</p> <p>Original Investor means</p> <p>(a) Uberior Ventures Limited, a company registered in Scotland under SC235067,</p> <p>(b) Prestbury Investments Holdings Limited, a company registered in England and Wales under number 3985560,</p> <p>(c) West Coast Capital Prestven Limited, a company registered in Scotland under SC220870,</p> <p>(d) JAA Investments Limited, a company registered in Scotland under SC252838, and</p> <p>(e) PIHL Wentworth Manager Limited, a company registered in England and Wales under number 5063116,</p> <p>together, in each case, with any person to whom shares in the capital of the Parent may be transferred by any of the persons listed above, in each case in accordance with article 15 of the articles of association of the Parent (in force as at the Amendment Date), but excluding any persons who have transferred all their shares in the capital of the Parent in accordance with article 15 of the articles of association of the Parent (in force as at the Amendment Date)</p>

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Original Lender has the meaning set out in Schedule 1 of the Facility Agreement

Original Property means the real or heritable (including leasehold) property listed in Schedule 12 of the Facility Agreement provided such property is and continues to be wholly, legally and beneficially owned by one or more wholly-owned members of the Group

Original Security Agreement means a security agreement dated 19 October 2004 between, among others, the Company and the Security Agent

Overarching Agreement means an overarching agreement dated on or about the date of the Facility Agreement between THL, TLLC Propholdco 2 Limited, TLLC Bridge Co 8 Limited, TLLC Bridge Co 9 Limited, the Company and Assetco relating to a number of sale and purchase agreements

Parent means Prestbury Hotel Holdings Limited, a company incorporated in England and Wales (registered number 5237994)

Party means a party to the Facility Agreement

Permitted Occupational Lease means

- (a) the Existing Leaseback (as amended by the Deed of Variation),
- (b) the Leasebacks,
- (c) any Occupational Lease granted pursuant to the terms of the Little Chef Licence,
- (d) the Supplemental Lease (as defined in the Development Agreement relating to Development Property C), and
- (e) the Supplemental Lease (as defined in the Development Agreement relating to Development Property J)

Priority Deed means the priority deed dated on or about 15 October 2004 between, among others, the Parties and certain other investors in and creditors of the Group

Property means the Original Property and any other real or heritable property which is, now or in the future, wholly, legally and beneficially owned by one or more members of the Group

Relevant Contract means

- (a) in the case of the Company only, the Joint Venture Agreement,
- (b) in relation to any Chargor any Hedging Document to which it is a party,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) in the case of the Company only the Acquisition Documents,
- (d) in relation to any Chargor any Lease Document to which it is a party,
- (e) in the case of the Company only the Duty of Care Agreement and any Asset Management Agreement, and
- (f) any other agreement to which a Chargor is a party and which the Security Agent has designated a Relevant Contract by notice in writing to the relevant Chargor

Relevant Travelodge Tenants means THL or any other member of the Seller's Group (as defined in the Acquisition Document) which is a party to any Lease Document as a tenant (in each case to include any transferee permitted under the Facility Agreement)

Rental Income means any amounts payable to or for the account of any member of the Group under or in connection with any Lease Document (excluding any amounts paid by any Relevant Travelodge Tenant in respect of head lease rents provided that such amounts are used solely for the purpose of paying amounts due under any Headlease)

Sale Agreements has the meaning given to that term in the Overarching Agreement

Scottish Confirmatory Security Agreements means each Scottish law governed confirmatory Standard Security and Assignment of Rents in agreed form to be made between the relevant Obligors and the Security Agent to be delivered as a condition subsequent pursuant to Clause 4 of the Eighth Amendment Agreement

Second Amendment Agreement means the supplemental agreement dated 3 April 2006 entered into in connection with the Facility Agreement

Security means any security created by the Deed

Security Agreement means the security agreement in the agreed form to be entered into between, among others, the Company, Assetco and the Security Agent

Security Assets means all assets of the Chargor the subject of any security created by the Deed, the Original Security Agreement or any document entered into pursuant hereto

Security Document means

- (a) the Security Agreement, including any Supplemental Security Agreement,
- (b) each Standard Security,
- (c) each Assignment of Rents,
- (d) the English Confirmatory Security Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) each Scottish Confirmatory Security Agreement, and

(f) any other document designated as such by the Facility Agent and the Company

Security Interest means any mortgage, pledge, lien, charge, assignment, assignation in security, hypothecation, standard security or security interest or any other agreement or arrangement having a similar effect

Sellers means each person stated as a seller in each Sale Agreement

Seventh Amendment Agreement means the amendment agreement dated 18 December 2007 entered into in connection with the Facility Agreement

Sixth Amendment Agreement means the sixth amendment agreement dated 22 June 2007 entered into in connection with the Facility Agreement

Standard Security means a standard security by an Obligor in favour of the Security Agent in security of the Secured Liabilities (as that term is defined in the Security Agreement) over all Scottish heritable or long leasehold property held by that Obligor in a form satisfactory to the Security Agent

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership

Supplemental Agreement means the supplemental agreement to the Facility Agreement dated 28 January 2010 between, among others, the Company and the Facility Agent

Supplemental Agreement to the Priority Agreement means the supplemental agreement dated on or around the Effective Date and made between, among others, the Company and the Facility Agent

Supplemental Security Agreement means any supplemental security agreement in the agreed form entered or to be entered into between, among others, the Company and the Security Agent

Tenant has the meaning given to it in the relevant Development Agreement (as at the Amendment Date)

Third Amendment Agreement means the amendment agreement dated 27 June 2006 entered into in connection with the Facility Agreement

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5173938
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY
AGREEMENT DATED 28 JANUARY 2010 AND CREATED BY
TLLC CMSUBPROPCO11 LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE OBLIGORS TO ANY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 4 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2010

pg 57.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES