



Registration of a Charge

Company name: **Motorway Services Limited**

Company number: **00637019**



X5ZHCMMH

Received for Electronic Filing: **03/02/2017**

Details of Charge

Date of creation: **30/01/2017**

Charge code: **0063 7019 0014**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **LEASEHOLD LAND AT KEELE MOTORWAY SERVICES AREA, FREEHOLD LAND BEING PART OF CHARNOCK RICHARD MOTORWAY SERVICE AREA, LEASEHOLD LAND BEING NEWPORT PAGNELL TRAVELODGE, FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

Contains negative pledge.

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 637019

Charge code: 0063 7019 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2017 and created by Motorway Services Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2017 .

Given at Companies House, Cardiff on 6th February 2017

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

DATED 30 January 2017

MOTORWAY SERVICES LIMITED

AND

LLOYDS BANK PLC

MORTGAGE

THIS CHARGE is made by way of deed on 30 January 2017 between:

- (1) **MOTORWAY SERVICES LIMITED** (registered in England & Wales with company number 637019) (the "Company"); and
- (2) **LLOYDS BANK PLC** (registered in England & Wales number 00002065) as security agent for each of the Secured Parties (the "Security Agent").

THIS DEED WITNESSES as follows:

1. DEFINITIONS

In this Deed:

"Facility Agreement" has the meaning given to it in the Intercreditor Agreement dated 20 January 2017 and made between, among others, the Parent, the Company, the Debtors, the Common Security Agent, the Senior Agent and the Junior Agent (as defined in the Intercreditor Agreement), (the "Intercreditor Agreement").

"Junior Lenders" has the meaning given to it in the Intercreditor Agreement.

"Mortgaged Property" means:

- (a) the property specified in Schedule 1 (*Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" has the meaning given to it in the Intercreditor Agreement.

"Secured Parties" has the meaning given to it in the Intercreditor Agreement.

"Senior Lenders" has the meaning given to it in the Intercreditor Agreement.

2. FIXED SECURITY

The Company charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of the Secured

Obligations, by way of legal mortgage the freehold and leasehold property specified in Schedule 1 (*Mortgaged Property*).

3. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).
- (b) It shall be implied in respect of Clause 2 (*Fixed Security*) that the Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE LAND REGISTRY

The Company consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

"No disposition (in particular no transfer, charge, mortgage or lease) 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 dated 30 January 2017 in favour of Lloyds Bank plc referred to in the charges register."

5. FURTHER ADVANCES

5.1 Lenders' Obligation

Subject to the terms of each Facility Agreement, each of the Senior Lenders and Junior Lenders is under an obligation to make further advances to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

5.2 Company's Consent

The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7. GOVERNING LAW

This Deed is governed by English law.

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing such counterpart.

THIS DEED has been executed as, and is intended to take effect as, a deed by the Company and has been signed by Security Agent on the date written on the first page of this Deed.

**SCHEDULE 1
MORTGAGED PROPERTY**

County and District/ London Borough	Description of Property	Title Number
Staffordshire: Newcastle-Under- Lyme	The leasehold land being land at Keele Motorway Services Area	SF488812
Staffordshire: Newcastle-Under- Lyme	The leasehold land being land on the east side of Keele Motorway Services Area	SF488813
Staffordshire: Newcastle-Under- Lyme	The leasehold land being land at Keele Motorway Services Area	SF488814
Staffordshire: Newcastle-Under- Lyme	The leasehold land being land at Keele Motorway Services Area	SF586153
Lancashire: Chorley	The freehold land being part of Charnock Richard Motorway Service Area	LA964998
Milton Keynes	Leasehold land being Newport Pagnell Travelodge, Little Linford Lane, Newport Pagnell	BM294277
Milton Keynes	Unmerged leased dated 18 November 2009 Reversionary underlease dated 18 December 2012 made between (1) Welcome Break Limited and (2) Motorway Services Limited for a term commencing 31 July 2013 and expiring on 31 January 2020	BM376056

EXECUTION PAGE

Company

EXECUTED AS A DEED by)
MOTORWAY SERVICES LIMITED)

Director

Name: NICHOLAS WRIGHT

Signature of witness

Name of witness

Address of witness

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Address: 2 Vantage Court, Tickford Street, Newport Pagnell, Milton Keynes, MK16 9EZ

Fax: +44 1908 299 701

Security Agent

EXECUTED AS A DEED by ANDREW ADST)
as attorney for)
LLOYDS BANK PLC in the presence of:)

Signature of witness

Name of witness

Address of witness

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG