



**Registration of a Charge**

Company name: **WELCOME BREAK LIMITED**

Company number: **01735476**

Received for Electronic Filing: **20/11/2019**



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**Details of Charge**

Date of creation: **18/11/2019**

Charge code: **0173 5476 0027**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description: **ALL AND WHOLE THE SUB-TENANT'S INTEREST IN A SUB-LEASE OVER 11.9 HECTARES AT M74 MOTORWAY SERVICE STATION AT GRETN GREEN WHICH SUB-LEASEHOLD INTEREST IS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER DMF1366 AS VARIED OR AMENDED FROM TIME TO TIME.**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**BRODIES LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1735476

Charge code: 0173 5476 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2019 and created by WELCOME BREAK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2019 .

Given at Companies House, Cardiff on 21st November 2019

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

**STANDARD SECURITY**

by

**WELCOME BREAK LIMITED**

and

**WELCOME BREAK GROUP LIMITED**

as trustees for

**WELCOME BREAK GRETNA GREEN PARTNERSHIP**

in favour of

**LLOYDS BANK PLC  
AS SECURITY AGENT**

**Property: Gretna Green Motorway Service Area, M74**

**Brodies LLP  
15 Atholl Crescent  
Edinburgh EH3 8HA  
Fas 0468  
Tel. No. 0131 228 3777  
Fax No. 0131 228 3878  
(Ref: AKK.KLRF.LLO1.83)**

**CERTIFIED A TRUE  
COPY SAVE FOR THE  
MATERIAL REDACTED  
PURSUANT TO S859G  
OF THE COMPANIES  
ACT 2006**

  
BRODIES LLP  
Solicitors

20 November 2019

Ref: LLO1.83

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 12 NOVEMBER 2019

## STANDARD SECURITY

by

**WELCOME BREAK LIMITED** incorporated in England and Wales (registered number 01735476) and having our registered office at 2 Vantage Court, Tickford Street, Newport Pagnell, Buckinghamshire MK16 9EZ and **WELCOME BREAK GROUP LIMITED** incorporated in England and Wales (registered number 03147949) and having our registered office at 2 Vantage Court, Tickford Street, Newport Pagnell, Buckinghamshire MK16 9EZ as Partners and Trustees for the firm of **WELCOME BREAK GRETN GREEN PARTNERSHIP** (the "Partnership") in all capacities that we have in respect of the property secured by this Standard Security (referred to in this Standard Security as the "Chargor")

in favour of

**LLOYDS BANK PLC**, incorporated in England and Wales (registered number 00002065) and having its registered office at 25 Gresham Street, London, EC2V 7HN as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of and in accordance with the Intercreditor Agreement from time to time (the "Security Agent")

We the Chargor AGREE and CONFIRM in this Standard Security that:-

### 1.1 Definitions

- 1.1.1 "Intercreditor Agreement" means the Intercreditor agreement dated on or around the date of the Chargor's signature hereto and made between, among others, Welcome Break Holdings (1) Limited as the Parent, Welcome Break Group Limited as the Company and Lloyds Bank Plc as the Security Agent;
- 1.1.2 "Leases" means the leases listed in the Schedule to this Standard Security;
- 1.1.3 "Secured Debt Documents" has the meaning given to that term in the Intercreditor Agreement;
- 1.1.4 "Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group or the Holdco to any Secured Party under the Secured Debt Documents, in each case both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (each term as defined in the Intercreditor Agreement);

1.1.5 "Secured Parties" means the Security Agent, any Receiver or Delegate and each of the External Creditors from time to time, but in the case of each External Creditor, only if it (or the relevant Creditor Representative) is a Party or has (or the relevant Creditor Representative has) acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to Clause 21.5 (*Creditor Accession Undertaking*) of the Intercreditor Agreement;

1.1.6 "Security Period" means the period beginning on the date of delivery of this Standard Security and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Secured Debt Documents.

## 1.2 Construction

In this Standard Security:

1.2.1 unless defined in this Standard Security, or the context otherwise requires, a term defined in the Intercreditor Agreement or in any other Secured Debt Document has the same meaning in this Standard Security or any notice given under or in connection with this Standard Security;

1.2.2 the rules of interpretation contained in clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to the construction of this Standard Security, or in any notice given under or in connection with this Standard Security;

1.2.3 any reference to the "Security Agent", the "Secured Parties", the "Chargor", a "Debtor" or the "Partnership" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;

1.2.4 any reference to "including" and "include" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms;

AND WE the Chargor and the Partnership, as primary debtor and not only as surety, HEREBY undertake to the Security Agent that we shall, if a Secured Obligation has become due, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the requirements of the Secured Debt Documents under which such obligation arose including any liability in respect of any further advances made under the Secured Debt Documents and the Chargor and the Partnership shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by any Debtor to the Security Agent or any of the other Secured Parties in respect of such liabilities and in security of the

payment, discharge and satisfaction of the Secured Obligations And we the Chargor with the consent of the Partnership DO HEREBY GRANT a Standard Security in favour of the Security Agent for Itself and as trustee for each of the Secured Parties over ALL and WHOLE the sub-tenant's interest in a sub-lease over 11.9 hectares at M74 Motorway Service Station at Gretna Green which sub-leasehold interest is registered in the Land Register of Scotland under title number DMF1366 as varied or amended from time to time together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Chargor in and to the subjects hereby secured and (3) the heritable fixtures and fittings therein and thereon (the "Security Subjects"); the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "Standard Conditions") and any lawful variation thereof operative for the time being shall apply: And we the Chargor and the Partnership agree that the Standard Conditions shall be varied to the effect that (1) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Secured Debt Documents shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein *mutatis mutandis* and (2) that for the purposes of Standard Condition 9, the Chargor and the Partnership shall be held to be in default at any time after: (i) the occurrence of an Acceleration Event; or (ii) a request from the Chargor or the Partnership to the Security Agent that it exercise any of its powers under this Standard Security: And we the Chargor and the Partnership grant warrandice subject to the Leases listed in the Schedule annexed and subscribed as relative hereto; And we the Chargor and the Partnership agree that the Security Agent (or any other Secured Party) may accept any intermediate payment, settlement of account or discharge in whole or in part of the Secured Obligations or provide any new or increased facility to the Chargor (or any other Debtor) or terminate, amend, vary, novate or supplement any of the Secured Obligations or renew, vary, amend, restate, supplement, terminate, release, transfer or refrain from taking up, perfecting or enforcing any security, indemnity or guarantee from any Debtor without the consent of the Chargor or the Partnership and without releasing or reducing the liability of the Chargor or the Partnership; And we the Chargor and the Partnership hereby agree that neither the obligations of the Chargor and the Partnership under this Standard Security nor the rights, powers, discretions and remedies conferred on the Security Agent (or any other Secured Party) by this Standard Security shall be discharged, impaired or otherwise affected by any insolvency, bankruptcy, sequestration, liquidation, administration, winding up, receivership, dissolution, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Debtor or by any present or future security, guarantee or indemnity or other right or remedy held by or available to the Security Agent (or any other Secured Party) being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent (or any other Secured Party) from time to time exchanging, varying, realising or failing to perfect or enforce any of the same or by the Security Agent (or any other Secured Party) compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, any Debtor or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any Debtor or by any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from any person in connection with the Secured Obligations or by any act or omission, which, but for this provision, might operate to exonerate or discharge the Chargor or the Partnership or otherwise reduce or extinguish their liability under this Standard Security;

And we the Chargor hereby confirm, warrant and represent to the Security Agent that no third party consents or authorisations are required to enable the Security Subjects to be effectively charged pursuant to this Standard Security.

Upon the expiry of the Security Period, the Security Agent shall promptly, at the request and cost of the Chargor, release, discharge and cancel the Security constituted by this Standard Security subject to the terms of the Secured Debt Documents.

This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to Scots law.

And we the Chargor and the Partnership consent to the registration of this Standard Security for preservation and execution: IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 3 pages and the Schedule annexed hereto are signed as follows and if executed in counterpart is delivered on the date set out on page 1 of this Standard Security:-

For Welcome Break Limited as trustee for the Welcome Break Gretna Green Partnership aforesaid

Signature of  
Director/secretary/authorised-signatory/witness

*Catherine Gold*  
Full name of above (print)

Address of witness

Signature of  
Director/secretary/authorised-signatory

*John Diviney*  
full name of above (print)

*22/10/2019*  
date of signing

*2 Vantage Court, Newport Pagnell*  
place of signing

For Welcome Break Group Limited as trustee for the Welcome Break Gretna Green Partnership aforesaid

Signature of  
Director/secretary/authorised-signatory/witness

*Catherine Gold*  
Full name of above (print)

Address of witness

Signature of  
Director/secretary/authorised-signatory

*John Diviney*  
full name of above (print)

*22/10/2019*  
date of signing

*2 Vantage Court, Newport Pagnell*  
place of signing



For Welcome Break Gretna Green Partnership

Signature of  
witness

Full name of above (print)

Address of witness

Welcome Break Gretna Green Partnership, the firm  
name being adhibited by

full name of above (print)

date of signing

place of signing

For Lloyds Bank Plc as Security Agent

under a power of attorney dated 1 April 2019

signature of  
director/secretary/attorney/authorised signatory  
/witness

full name of above (print)

address of witness

Signature of  
director/secretary/attorney/authorised signatory

full name of above (print)

date of signing

place of signing

For Welcome Break Gretna Green Partnership

Signature of  
witness

Full name of above (print)

Address of witness

Welcome Break Gretna Green Partnership, the firm  
name being adhibited by

full name of above (print)

date of signing

place of signing

For Lloyds Bank Plc as Security Agent

under a power of attorney dated 1 April 2019

signature of  
director/secretary/attorney/authorised signatory  
/witness

full name of above (print)

address of witness

Signature of  
director/secretary/attorney/authorised signatory

full name of above (print)

date of signing

place of signing

# SCHEDULE

This is the Schedule of Leases referred to in the foregoing Standard Security by Welcome Break Limited and Welcome Break Group Limited as partners and trustees for the firm of Welcome Break Gretna Green Partnership in favour of Lloyds Bank Plc as Security Agent

- 1 Sub-sub-Lease between BP Oil UK Limited and Forte (U.K.) Limited as partners of and trustees of the firm of Little Chef BP and Gretna Green Museum and Tourist Services Limited.
- 2 Sub-sub-Lease between BP Oil Limited and Forte (U.K.) Limited as partners and trustees for the firm of Little Chef BP and Dumfries and Galloway Tourist Board dated 17 November 1994, 11 August 1995 and 14 July 1996.
- 3 Agreement between Welcome Break Group Limited and Vodafone Limited dated 13 October 1999.
- 4 Sub-lease between the Chargor (1) and National Transcommunications Limited (2) registered in the Books of Council and Session on 12 October 2005.

For Welcome Break Limited

\_\_\_\_\_  
Signature of  
Director/secretary/authorised-signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/authorised-signatory

For Welcome Break Group Limited

\_\_\_\_\_  
Signature of  
Director/secretary/authorised-signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/authorised-signatory

For Welcome Break Gretna Green Partnership

\_\_\_\_\_  
Signature of  
witness

\_\_\_\_\_  
Welcome Break Gretna Green Partnership  
the firm name being admitted by

For Lloyds Bank Plc as Security Agent (under a power of attorney dated 1 April 2019)

\_\_\_\_\_  
Signature of  
Director/secretary/attorney/authorised signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/attorney/authorised signatory

# SCHEDULE

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For Welcome Break Limited

\_\_\_\_\_  
Signature of  
Director/secretary/authorised signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/authorised signatory

For Welcome Break Group Limited

\_\_\_\_\_  
Signature of  
Director/secretary/authorised signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/authorised signatory

For Welcome Break Gretna Green Partnership

\_\_\_\_\_  
Signature of  
witness

\_\_\_\_\_  
Welcome Break Gretna Green Partnership  
the firm name being adhibited by

For Lloyds Bank Plc as Security Agent (under a power of attorney dated 1 April 2019)

\_\_\_\_\_  
Signature of  
Director/secretary/attorney/authorised signatory/witness

\_\_\_\_\_  
signature of  
director/secretary/attorney/authorised signatory

