



Registration of a Charge

Company name: **FIRST MOTORWAY SERVICES LIMITED**

Company number: **03126731**



X4GIUTV5

Received for Electronic Filing: **23/09/2015**

Details of Charge

Date of creation: **15/09/2015**

Charge code: **0312 6731 0021**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT AND TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE CHARGE)**

Brief description: **ANNANDALE WATER M S A, JOHNSTONEBRIDGE, LOCJERBIE GD11 1HD REGISTERED UNDER TITLE NUMBER DMF24803 IN THE LAND REGISTER OF SCOTLAND**

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:

CHRIS DUN ON BEHALF OF MACLAY MURRAY SPENS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3126731

Charge code: 0312 6731 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2015 and created by FIRST MOTORWAY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2015 .

Given at Companies House, Cardiff on 24th September 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

CERTIFIED A TRUE COPY



.....
McCLURE NAISMITH LLP
SOLICITORS
292 ST. VINCENT STREET
GLASGOW G2 5TQ

STANDARD SECURITY

by

FIRST MOTORWAY SERVICES LIMITED, a company incorporated in England and Wales with company registration number 03126731 and having its registered office at Roadchef House, Norton Canes MSA, Betty's Lane, Norton Canes, Cannock, Staffordshire WS11 9UX (the "Chargor")

in favour of

BARCLAYS BANK PLC, of One Churchill Place, London as security agent and trustee for the Secured Parties (as defined below) and its successors and assignees whomsoever as such trustee from time to time (the "Security Agent")

1 Definitions

Unless a contrary indication appears, terms defined in the Intercreditor Agreement have the same meaning in this Standard Security and:

- 1.1 "Company" means Roadchef Bidco Limited, a company incorporated in England and Wales with company registration number 09166191 and having its registered office formerly at 5th Floor, 6 St Andrew Street, London EC4A 3AE thereafter at 15 Sackville Street, London W1S 3DJ and now at Roadchef House, Norton Canes MSA, aforesaid;
- 1.2 "Debt Documents" means the Finance Documents, any agreement evidencing the terms of the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Company;
- 1.3 "Declared Default" has the meaning given to the term Acceleration Event in the Facilities Agreement;
- 1.4 "Delegate" means a delegate or sub-delegate appointed by the Security Agent or a Receiver in accordance with the Security Agreement;
- 1.5 "Event of Default" has the meaning given to that term in the Facilities Agreement;
- 1.6 "Facilities Agreement" means the facilities agreement originally dated 11 September 2014 and as amended and restated on 29 September 2014 between, among others, the Company, the Senior Arranger, the Senior Lenders and the Security Agent;
- 1.7 "Finance Documents" means the Facilities Agreement, the Intercreditor Agreement, any Hedging Agreement, any fee letter, any accession deed, any ancillary document and any transaction security document referred to as such in the Facilities Agreement and any other document designated as such by the Agent and the Company;
- 1.8 "Fixtures" means fixtures, fittings and fixed plant, machinery and apparatus;

- 1.9 "Hedging Agreement" has the meaning given to that term in the Security Agreement;
- 1.10 "Intercreditor Agreement" means the intercreditor agreement dated 11 September 2014 between, among others, the Company, the Security Agent, the Senior Agent, the Senior Arranger, the Senior Lenders and Subordinated Creditors;
- 1.11 "Lease" means the lease of the Property between Texaco Limited and Blue Boar Motorways Limited dated 6 and 20 June and recorded in the Division of the General Register of Sasines applicable to the County of Dumfries on 1 August both 1994;
- 1.12 "Liabilities" means all present and future liabilities and obligations at any time of any Debtor (or any subsidiary of that Debtor) or any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:
- 1.12.1 any refinancing, novation, deferral or extension;
 - 1.12.2 any claim for breach of representation, warranty or undertaking or an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
 - 1.12.3 any claim for damages or restitution; and
 - 1.12.4 any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,
- and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings;
- 1.13 "Material Adverse Effect" has the meaning given to that term in the Facilities Agreement;
- 1.14 "Occupational Lease" means any lease or contractual licence or other right of occupation of all or any part of the Property;
- 1.15 "Property" means ALL and WHOLE that area of ground lying in the Parish of Johnstone and former County of Dumfries now in the Annandale and Eskdale District of Dumfries and Galloway Region and for the purpose of registration of writs in the County of Dumfries extending to 30.218 acres or thereby Imperial Standard Measure being the subjects shown within red boundary lines under exception of the subjects shown within green boundary lines on the plan annexed and executed as relative to the Lease being part and portion of (ONE) All and Whole that area of land lying in the said Parish and County extending to 30.38 acres or thereby Imperial Standard Measure being the subjects more particularly described in and edged in red on the plan annexed and executed as relative to Disposition by Lady Susan Josephine Hope Johnstone, Countess of

Annandale and Hartfell and Anthony David Findon Littlejohn as Trustees therein mentioned in favour of Texaco Limited dated 27 and 28 May and recorded in the Division of the General Register of Sasines applicable to the County of Dumfries on 7 June both months of 1993; (TWO) All and Whole those areas of ground lying in the said Parish and County being the subjects extending to 0.14 acres or thereby Imperial Standard Measure and 2.07 acres or thereby Imperial Standard Measure respectively more particularly referred to and described (FIRST) and (SECOND) in and being the two areas shown outlined in red on the plan annexed and executed as relative to Disposition by The Right Honourable The Earl of Annandale and Hartfell in favour of Texaco Limited dated 28 May and recorded in the said Division of the General Register of Sasines on 7 June 1993 UNDER EXCEPTION of All and Whole that piece of land lying in the said Parish and County being the subjects extending to 0.263 acres or thereby Imperial Standard Measure more particularly referred to and described in and shown shaded yellow and marked "B" on the plan annexed and executed as relative to Disposition by Texaco Limited in favour of The Secretary of State for Scotland dated 4 and recorded in the said Division of the General Register of Sasines on 23 both days of May in the year 1994; (THREE) All and Whole that piece of land lying in the said Parish and County being the subjects extending to 0.099 acres or thereby Imperial Standard Measure more particularly referred to and described and shown shaded pink and marked "A" on the plan annexed and executed as relative to the Disposition by Lady Susan Josephine Hope Johnstone, Countess of Annandale and Hartfell and Anthony David Findon Littlejohn as Trustees therein mentioned in favour of Texaco Limited dated 3 and 9 and recorded in the said Division of the General Register of Sasines on 13 all days of May 1994; (FOUR) All and Whole that piece of land lying in the said Parish and County being the subjects extending to 0.014 acres or thereby Imperial Standard Measure more particularly referred to and described in and shown shaded blue and marked "C" on the plan annexed and executed as relative to Disposition by the Right Honourable Patrick Andrew Wentworth Hope Johnstone, Earl of Annandale and Hartfell in favour of Texaco Limited dated 3 and recorded in the said Division of the General Register of Sasines on 13 both days of May 1994; and (FIVE) All and Whole that piece of land lying in the said Parish and County being the subjects extending to 0.298 acres or thereby Imperial Standard Measure more particularly referred to in and described in and shown shaded orange and marked "D" on the plan annexed and executed as relative to Disposition by the Secretary of State for Scotland in favour of Texaco Limited dated 13 and recorded in the said Division of the General Register of Sasines on 19 both days of May 1994;

- 1.16 "Receiver" means a receiver and manager or any other receiver appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver;
- 1.17 "Secured Obligations" means the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

- 1.18 "Secured Parties" means the Security Agent, any Receiver or Delegate and each Senior Creditor from time to time, but in the case of each Senior Creditor, only if it is a Party or has acceded to the Intercreditor Agreement in the appropriate capacity;
- 1.19 "Security Agreement" means the security agreement made on 3 December 2014 between, among others, the Chargor and the Security Agent;
- 1.20 "Security Assets" has the meaning given to that term in the Security Agreement;
- 1.21 "Security Interests" means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Security Agreement;
- 1.22 "Security Subjects" means the tenant's interest in the Lease, which interest is registered or undergoing registration in the Land Register of Scotland under Title Number DMF24803;
- 1.23 "Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being.

2 Undertaking to pay

The Chargor undertakes to the Security Agent to pay or discharge such of the Secured Obligations as are owed by the Chargor in the manner provided for in the Debt Documents.

3 Security

- 3.1 In security of the payment, discharge and performance of all Secured Obligations the Chargor HEREBY GRANTS a Standard Security in favour of the Security Agent over ALL and WHOLE the Security Subjects.
- 3.2 The Security Agent holds the benefit of this Standard Security in trust for the Secured Parties on the terms of the Finance Documents.

4 Standard Conditions

The Standard Conditions shall apply, and the Chargor agrees that (One) the Standard Conditions shall be varied in so far as lawful and applicable by the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Debt Documents; and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:-

4.1 Default

The Security Agent shall be entitled to call up this Standard Security and, for the purpose of Standard Condition 9(1)(b), the Chargor shall be held to be in default on and at any time after the occurrence of a Declared Default.

4.2 Restrictions on Dealings

The Chargor shall not create or permit to subsist any Security on or over the Security Subjects (except for this Standard Security and otherwise as permitted by the Finance Documents).

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Security Subjects except as permitted by the Finance Documents.

4.3 Further assurance

Subject to the Agreed Security Principles, the Chargor shall promptly do all such acts and execute all such documents (including assignments, dispositions, standard securities, notices and instructions) as the Security Agent may reasonably specify having regard to the rights and restrictions in the Finance Documents (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect the Security created or intended to be created by or pursuant to this Standard Security (which may include the re-execution of this Standard Security or the execution of a further standard security) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law; or
- (b) to facilitate the realisation of the Security Subjects.

Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including the making of filings and registrations) as may be necessary for the purpose of creation, perfection or maintenance of the Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Standard Security.

4.4 Documents

The Chargor shall promptly upon request by the Security Agent deposit with the Security Agent and the Security Agent shall be entitled to hold all title deeds and documents relating to the Security Subjects.

4.5 Acquisitions

Subject to the Agreed Security Principles, if the Chargor acquires the ownership of, or any interposed long lease interest in, the Property it must:-

- (a) promptly notify the Security Agent;
- (b) promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a standard security over the Property or such long lease interest in such form as the Security Agent may reasonably require (being the same form

mutatis mutandis as this Standard Security) in security of the payment, discharge and performance of all Secured Obligations; and

- (c) supply the Security Agent with such information or confirmations as it may reasonably require in order for such standard security to be registered or as applicable recorded at Registers of Scotland.

In the context of an acquisition by the Chargor of an interposed long lease interest, if the consent of the landlord is required in order for the Chargor to grant a standard security over the Chargor's interest, the Chargor will not be required to perform the obligation in Clause 4.5(b) above unless and until it has obtained such landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.

4.6 Protection of Property

The Chargor must:

- (a) repair the Property and all buildings and erections forming part of it and keep the same in good and substantial repair and condition; and
- (b) keep all Fixtures on the Property in good working order and condition

in each case where failure to do so has or could reasonably be expected to have a material adverse effect on the interests of the Secured Parties and this obligation shall supersede the obligations on the debtor contained in Standard Conditions 1(a), 1(c) and 2.

The Chargor shall not sever or remove any Fixture from the Property except for any necessary repairs or replacements where doing so could reasonably be expected to have a material adverse effect on the interests of the Secured Parties.

4.7 Compliance with obligations

The Chargor must comply with all title and other conditions, licences, consents and other statutory, regulatory or contractual obligations relating to the Property or its use or the Security Subjects, in each case where failure to do so has or could reasonably be expected to have a material adverse effect on the interests of the Secured Parties and this obligation shall supersede the obligations on the debtor contained in Standard Condition 3.

4.8 Leases

The Chargor must:

- (a) observe and perform, in all material respects, all conditions, stipulations and obligations binding on it as lessee under the Lease and as lessor under each Occupational Lease where a failure to do so would reasonably be expected to have a Material Adverse Effect;

- (b) diligently enforce in all material respects all conditions, stipulations and obligations benefiting it as lessor under any Occupational Lease where a failure to do so would reasonably be expected to have a Material Adverse Effect;
- (c) other than as permitted under the Finance Documents, not amend, waive, release or vary any provision of, or exercise any option or power to break, terminate, irritate or extend (or agree to do any of the foregoing) the Lease or any Occupational Lease where doing so would reasonably be expected to have a Material Adverse Effect;
- (d) take all reasonable steps not to do or permit to be done anything under the Lease which may result in its irritancy;
- (e) promptly upon becoming aware, notify the Security Agent of anything which may result in the irritancy or termination of the Lease or any Occupational Lease;
- (f) other than as permitted under the Finance Documents, not grant any new Occupational Lease or lease or agree to lease the Property or any part of it and this obligation shall supersede the obligation on the debtor contained in Standard Condition 6.

4.9 Notices

The Chargor shall produce to the Security Agent within 14 days of receipt by it a copy of every material communication made in connection with the Property or the Security Subjects and comply with the reasonable instructions of the Security Agent in relation to any such communication, where failure to do so has or could reasonably be expected to have a material adverse effect on the interests of the Secured Parties. This obligation shall supersede the obligations on the debtor contained in Standard Condition 4.

4.10 Power to remedy

If the Chargor does not comply with any of the provisions of the Standard Conditions, as varied by this Standard Security, the Security Agent or any agent, contractor or other person required by the Security Agent, may take any action reasonably required by the Security Agent to comply with any such provision if, unless an Event of Default has occurred and is continuing, the Security Agent has given the Chargor reasonable prior notice of such proposed action and this right shall supersede the rights of the creditor contained in Standard Condition 7(1) and Standard Condition 7(2) shall be modified accordingly.

The cost and expense of any such action shall be borne by the Chargor and this, and all other relevant provisions of the Debt Documents, shall supersede the obligation on the debtor contained in Standard Condition 7(3).

4.11 Entry

Any right of access or entry to the Property (pursuant to Standard Condition 1(b) or 7(2) or otherwise) shall be subject to the conditions applying to rights of access and entry contained in the Debt Documents.

4.12 Insurance

The rights of the Security Agent and the obligations of the Chargor as to insurance contained in the Debt Documents shall supersede the obligations on the debtor contained in Standard Condition 5.

5 Order of Application

All amounts received or recovered by the Security Agent in connection with the realisation or enforcement of this Standard Security shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by law, in the order of priority provided for in Clause 15.1 (Order of application) of the Intercreditor Agreement.

6 Power of Attorney

The Chargor, by way of security, irrevocably appoints the Security Agent each Receiver and each Delegate severally to be its attorney on its behalf and in its name or otherwise, at any time following the occurrence of a Declared Default or following a failure by the Chargor to comply with any request made by it of the Security Agent pursuant to Clause 4.3 (*Further Assurance*) of this Standard Security at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Chargor is obliged to do under this Standard Security but has failed to do (including to do all such acts or execute all such documents, assignments, dispositions, securities, notices, instructions, filings and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))); and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate, in relation to the Security Subjects or under this Standard Security or under any law.

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in this Clause 6.

7 Protection of Third Parties

No purchaser or other person dealing with the Security Agent shall be concerned to enquire:

- (a) whether the powers conferred on the Security Agent have arisen;

- (b) whether the powers conferred on the Security Agent have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Security Agent is acting within such powers;
- (e) whether any money remains due under the Finance Documents and the receipt in writing of the Security Agent or its agents shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of such powers; or
- (g) as to the application of any money paid to the Security Agent or its agents.

8 Continuing security

Subject to clause 23 (Discharge of Security) of the Security Agreement, this Standard Security is a continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

9 Chargor Intent

Without prejudice to the generality of Clause 22.3 (*Waiver of defences*) of the Security Agreement, the Chargor expressly confirms that it intends that this Standard Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

10 Additional security

This Standard Security is in addition to and is not in any way prejudiced by any guarantee or other security now or subsequently held by any Secured Party.

11 Certificates

A certificate signed by any authorised signatory on behalf of the Security Agent (a "Certificate") shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Standard Security.

12 Conflict

This Standard Security is subject to, and has the benefit of, the Intercreditor Agreement. In the event of any inconsistency between this Standard Security and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

13 Governing law

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

14 Construction

14.1 Any reference in this Standard Security to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

14.2 The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Standard Security, except that references to the Intercreditor Agreement shall be construed as references to this Standard Security.

14.3 References to the "debtor" in the Standard Conditions shall include the Chargor.

15 Consent to registration


The Chargor hereby consents to registration of this Standard Security and of any Certificate for preservation.

16 Warrantdce

The Chargor grants warrantdce:


IN WITNESS WHEREOF these presents consisting of this and the preceding 10 pages are executed as follows:-

They are subscribed for and on behalf of
FIRST MOTORWAY SERVICES LIMITED by


signature of
~~director~~ secretary ~~authorized signatory~~ witness

MICHAEL HEDDITCH
Full name of above (print)

ROADKEEP HOUSE, NORTON CANES MSA,
BETTY'S LANE, NORTON CANES,
CANNOCK STAFFS, WS11 7UX
Address of witness


signature of
~~director~~ secretary ~~authorized signatory~~

JAMES MUIRHEAD
Full name of above (print)

26/06/2015
Date of signing

NORTON CANES, CANNOCK
Place of signing