



Registration of a Charge

Company name: **ROADCHEF MOTORWAYS LIMITED**

Company number: **01123082**

Received for Electronic Filing: **03/10/2016**



X5GTR6GX

Details of Charge

Date of creation: **30/09/2016**

Charge code: **0112 3082 0022**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **THE TENANT'S INTEREST IN THE SUBJECTS BEING BOTHWELL MOTORWAY SERVICE AREA, BOTHWELL, GLASGOW, AS MORE PARTICULARLY DESCRIBED IN THE AFOREMENTIONED STANDARD SECURITY, THE TENANT'S INTEREST OF WHICH IS REGISTERED UNDER TITLE NUMBER LAN13702.**

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:

**DARREN A. CRAIG, PARTNER, FOR AND ON BEHALF OF CMS
CAMERON MCKENNA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1123082

Charge code: 0112 3082 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2016 and created by ROADCHEF MOTORWAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2016 .

Given at Companies House, Cardiff on 4th October 2016

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
ROADCHEF MOTORWAYS LIMITED

in favour of
BARCLAYS BANK PLC
(as Security Agent)

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

TABLE OF CONTENTS

1.	Definitions and Interpretation	1
	Definitions	1
	Construction	2
	Conflict with Finance Documents	3
2.	Personal Bond	3
3.	Grant of Standard Security	3
4.	Variation to Standard Conditions	4
5.	Incorporation of Finance Documents	4
6.	Continuing Security	4
7.	Further Assurance	4
	Further Assurance	4
	Necessary Action	5
8.	CERTIFICATES AND DETERMINATIONS	5
9.	PARTIAL INVALIDITY	5
10.	REMEDIES AND WAIVERS	5
11.	Negative Pledge	5
12.	Finance Document	5
13.	Governing law	5
14.	Jurisdiction	6
15.	Warrandice	6
16.	Consent to Registration	6

THIS STANDARD SECURITY is granted

By:

- (1) **ROADCHEF MOTORWAYS LIMITED** a company incorporated in England and Wales (registered number 01123082) whose registered office is at Roadchef House, Norton Canes MSA, Betty's Lane, Norton Canes, Cannock, Staffordshire, WS11 9UX (the "**Granter**");

In favour of:

- (2) **BARCLAYS BANK PLC** a company incorporated in England and Wales (registered number 01026167) of Level 25, 1 Churchill Place, London E14 5HP, as security trustee for the Secured Creditors (as defined below) (the "**Security Agent**").

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

Definitions

- 1.1 Unless a contrary indication appears (a) words or expressions defined in the Facilities Agreement and the Debenture shall have the same meaning in this Standard Security; (b) words and expressions which are defined in the 1970 Act or in the Standard Conditions (as in each case amended by the Facilities Agreement and/or the Debenture) shall be deemed to be so defined for the purpose of this Standard Security, and each and every provision of this Standard Security shall be separately given the fullest effect permitted by law;

- 1.2 In this Standard Security, the following words and expressions shall have the following meanings:

"**1970 Act**": The Conveyancing and Feudal Reform (Scotland) Act 1970 as amended;

"**Debenture**": the debenture between, amongst others, Roadchef Limited and the Security Agent dated on or about the date of this Standard Security;

"**Facilities Agreement**": a senior facilities agreement dated on or about the date of this Standard Security and made between, among others, Roadchef Limited, the Mandated Lead Arrangers (as defined therein), Barclays Bank PLC as agent of the other Finance Parties and the Security Agent for the Secured Creditors;

"**Intercreditor Agreement**": the intercreditor agreement dated on or about the date hereof between, amongst others, the Chargors and the Security Agent;

"**Secured Creditors**": has the meaning given to that term in the Intercreditor Agreement;

"**Secured Liabilities**": all present and future indebtedness, moneys, obligations and liabilities of each Obligor to the Secured Creditors under the Finance Documents (including this Standard Security), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses;

"**Security Subjects**": ALL and WHOLE the tenant's interest in the subjects being Bothwell Motorway Service Area, Bothwell, Glasgow on the northeast side of the M74 and Hamilton Motorway Service Area, Hamilton on the southwest side of the M74 extending to 7.6 hectares and 13.2 hectares respectively, which leasehold interest is registered in the Land Register of Scotland under Title Number LAN13702;

“Standard Conditions”: the Standard Conditions specified in Schedule 3 to the 1970 Act and
“Standard Condition” means such of them as the context shall require or permit; and

“Standard Security”: this standard security, as from time to time amended, restated, supplemented, novated, varied and or replaced and any document made pursuant or supplemental hereto.

Construction

- 1.3 Unless a contrary indication appears, any reference in this Standard Security to:
 - 1.3.1 the **“Granter”**, the **“Security Agent”**, any **“Chargor”**, any **“Finance Party”**, any **“Obligor”**, any **“Secured Creditor”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, shall include any person for the time being appointed as additional security agent or trustee pursuant to the Intercreditor Agreement;
 - 1.3.2 **“assets”** includes present and future properties, revenues and rights of every description;
 - 1.3.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.3.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.3.5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
 - 1.3.6 a provision of law is a reference to that provision as amended or re-enacted.
- 1.4 Clause and schedule headings are for ease of reference only.
- 1.5 Any reference in this Standard Security to a mortgage, standard security, charge, assignation or assignment of any asset shall be construed so as to include:
 - 1.5.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Granter in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.5.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.5.3 in respect of the Security Subjects, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on the Security Subjects.
- 1.6 Any reference in this Standard Security to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, extended, substituted, novated or assigned, whether or not as a result of any of the same:

- 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Standard Security to “**this Standard Security**” shall be deemed to be a reference to this Standard Security as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Standard Security as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Standard Security to a “**Clause**” or a “**Schedule**” is, unless otherwise provided, a reference to a Clause or a Schedule of this Standard Security.
- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Standard Security is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 Any change in the constitution of the Security Agent or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Standard Security.

Conflict with Finance Documents

- 1.11 This Standard Security is subject to the terms of the Facilities Agreement, the Debenture and the Intercreditor Agreement and in the event of any conflict or inconsistency between any provision of this Standard Security and the Facilities Agreement and/or the Debenture and/or the Intercreditor Agreement, the Facilities Agreement and/or the Debenture and/or the Intercreditor Agreement, as applicable will prevail.

2. PERSONAL BOND

Undertaking to Pay

The Granter undertakes to the Security Agent (as trustee for the Secured Creditors) that it shall pay, perform and discharge its Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. GRANT OF STANDARD SECURITY

As security for the payment, performance and discharge of all the Secured Liabilities the Granter HEREBY GRANTS a standard security in favour of the Security Agent (as trustee for the Secured Creditors) over the Security Subjects; And the Standard Conditions and any lawful variation thereof operative for the time being shall apply.

4. **VARIATION TO STANDARD CONDITIONS**

The Granter agrees that (1) the Standard Conditions shall be varied in so far as lawful and applicable by the Facilities Agreement and the Debenture and the Intercreditor Agreement, under declaration that (a) in the event of there being any inconsistency between the Standard Conditions and the Facilities Agreement and/or the Debenture and/or the Intercreditor Agreement, or (b) where there is an obligation in the Standard Conditions which is either more onerous than an equivalent obligation or is not contained in the Facilities Agreement or Debenture or Intercreditor Agreement, the terms of the Facilities Agreement and/or the Debenture and/or the Intercreditor Agreement as applicable shall in so far as permitted by the 1970 Act prevail; and (2) for the purposes of Standard Condition 9, the debtor shall in addition be held to be in default upon and at any time after the occurrence of an Acceleration Event.

5. **INCORPORATION OF FINANCE DOCUMENTS**

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facilities Agreement and the Debenture and the Intercreditor Agreement are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated mutatis mutandis but so that each reference therein to the Charged Property or the Mortgaged Property (as relevant) shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Granter specified herein.

6. **CONTINUING SECURITY**

The security constituted by this Standard Security shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Agent, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

7. **FURTHER ASSURANCE**

Further Assurance

7.1 The Granter shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) 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)) to:

- 7.1.1 perfect the security created or intended to be created in respect of the Security Subjects (which may include the execution by the Granter of a mortgage, standard security, charge, assignation or assignment or other Security over the Security Subjects);
- 7.1.2 confer on the Security Agent Security over any property and assets of the Granter located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Standard Security;
- 7.1.3 facilitate the exercise of any rights, powers and remedies of the Security Agent or any Delegate provided by or pursuant to this Standard Security or by law; and/or
- 7.1.4 facilitate the realisation of the Security Subjects.

Necessary Action

- 7.2 The Granter shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Standard Security.

8. CERTIFICATES AND DETERMINATIONS

Any certificate or determination by the Security Agent of a rate or amount under this Standard Security is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

9. PARTIAL INVALIDITY

If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Standard Security nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Standard Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

10. REMEDIES AND WAIVERS

- 10.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right, remedy or power under this Standard Security shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Standard Security are cumulative and not exclusive of any rights, remedies or powers provided by law.

- 10.2 Any amendment, waiver or consent by the Security Agent under this Standard Security must be in writing and may be given subject to any conditions thought fit by the Security Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

11. NEGATIVE PLEDGE

The Granter shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Security Subjects or enter into any arrangement or transaction as described in clause 24.14(b) (*Negative Pledge*) of the Facilities Agreement in respect of the Security Subjects, other than as permitted under clause 24.14(c) of the Facilities Agreement.

12. FINANCE DOCUMENT

This Standard Security is a Finance Document.

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. **JURISDICTION**

14.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a "Dispute").

14.2 The Granter agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

14.3 Clauses 14.1 and 14.2 above are for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

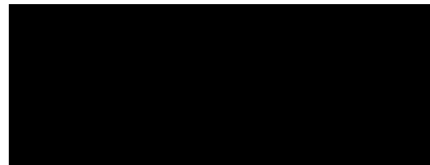
15. **WARRANTICE**

The Granter grants warrantice but without prejudice to the Security Agent's right to quarrel or impugn the same on any ground not inferring warrantice against the Granter.

16. **CONSENT TO REGISTRATION**

The Granter consents to the registration of this Standard Security for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are subscribed as follows:-

SUBSCRIBED for and on behalf of)
the said **ROADCHEF MOTORWAYS**)
LIMITED
acting by:)
...**JAMES MUIRHEAD**.....)
in the presence of:)



Director

Name of witness: ...**MICHAEL HEDDITCH**.....

Signature: .....

Address: **ROADCHEF**
NORTON CANES M/WAY SERVICE AREA
BETTY'S LANE
NORTON CANES, CANNOCK
STAFFORDSHIRE WS11 9UX

Occupation: ...**COMPANY SECRETARY**.....

all together at **ROADCHEF HOUSE, NORTON CANES M/WAY SERVICE AREA, WS11 9UX**

on the**14TH**..... day of**SEPTEMBER**..... 2016