



Registration of a Charge

Company name: **ROADCHEF MOTORWAYS LIMITED**

Company number: **01123082**

Received for Electronic Filing: **04/02/2019**



X7YLVSB

Details of Charge

Date of creation: **31/01/2019**

Charge code: **0112 3082 0023**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **ALL FREEHOLD, COMMONHOLD AND LEASEHOLD PROPERTY VESTED IN THE CHARGOR, INCLUDING: LAND LYING EAST OF THE M6 MOTORWAY, KILLINGTON (TITLE NUMBER CU114365) AND THE OTHER PROPERTIES LISTED IN SCHEDULE 2 TO THE CHARGE. SEE THE CHARGE FOR MORE DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **WE HEREBY CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G COMPANIES ACT 2006, THIS IS A
TRUE AND ACCURATE COPY OF THE ORIGINAL.**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1123082

Charge code: 0112 3082 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2019 and created by ROADCHEF MOTORWAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2019 .

Given at Companies House, Cardiff on 5th February 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**



HERBERT
SMITH
FREEHILLS

Execution version

31 January 2019

ROADCHEF LIMITED
and
THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEED
as Chargors

and

BARCLAYS BANK PLC
as Security Agent

SUPPLEMENTAL DEBENTURE

This Deed is subject to the terms of an Intercreditor Agreement dated 12 September 2016 (as amended and restated pursuant to an amendment and restatement deed dated on or about the date of this Deed) between, amongst others, the Chargors and the Security Agent

Herbert Smith Freehills LLP

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THIS DEED is made on 31 January 2019

BETWEEN:

- (1) THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEED (each a "Chargor" and together the "Chargors"); and
- (2) BARCLAYS BANK PLC of 1 Churchill Place, London E14 5HP as security trustee for the Secured Creditors (the "Security Agent").

BACKGROUND:

- (A) Pursuant to a debenture dated 22 September 2016 between the Chargors and the Security Agent (the "Original Debenture"), each Chargor created security over all of its assets as security for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Facilities Agreement (as defined below) is to be amended and restated by an amendment and restatement deed dated on or around the date of this Deed between, among others, the Chargors and the Security Agent (the "Amendment and Restatement Deed").
- (C) The Chargors consider that the Security created by the Chargors under the Original Debenture secures payment of the Secured Liabilities (as defined in the Original Debenture), but enters into this Deed in case it does not.
- (D) This Deed is supplemental to the Original Debenture.

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Amended and Restated Facilities Agreement (as defined below) and the Original Debenture (as the case may be) shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Amended and Restated Facilities Agreement" means the Facilities Agreement as amended and restated by the Amendment and Restatement Deed.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Original Debenture and this Deed.

"Facilities Agreement" means the facilities agreement between among others (1) Roadchef Limited (as borrower); (2) Barclays Bank plc as the Agent; and (3) the Security Agent dated 12 September 2016, as amended by an amendment agreement dated 12 October 2016.

"Intercreditor Agreement" means the intercreditor agreement between among others (1) Roadchef Limited (as borrower); (2) Roadchef Bidco Limited (as parent); (3) Barclays Bank plc (as the agent); and (4) the Security Agent dated 12 September 2016, as amended and restated by the Amendment and Restatement Deed.

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clauses 1.2 to 1.11 (inclusive) (*Definitions and Interpretation*) of the Original Debenture shall apply to this Deed as if they were set out in this Deed.
- 1.2.2 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

1.3 Conflict

The terms of this Deed are subject to the terms of the Intercreditor Agreement and, in the event of any conflict between any provision of this Deed and any provision of the Intercreditor Agreement, the relevant provisions of the Intercreditor Agreement shall prevail.

1.4 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Property in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.7 Security Trust Provisions

The Security Agent holds the benefit of this Deed on trust for the Secured Creditors in accordance with clause 19 (*The Security Agent*) of the Intercreditor Agreement.

2. COVENANT TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Chargor covenants with the Security Agent (as trustee for the Secured Creditors) to pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due in accordance with the terms of the relevant Finance Document.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. FIXED SECURITY

3.1 First Legal Mortgage

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Creditors) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property specified in Schedule 2 (*Real Property*)).

3.2 First Fixed Charge

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Creditors) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 above);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its good will and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13
 - (A) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (B) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (C) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (D) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it

or of which it has the benefit (whether entered into with any of the Hedging Counterparties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

4. FLOATING CHARGE

4.1 Creation of Floating Charge

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Creditors) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

4.2 Qualifying Floating Charge

The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

4.3 Conversion by Notice

The Security Agent may by notice in writing at any time to any Chargor convert the floating charge created by pursuant to Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 an Acceleration Event has occurred;
- 4.3.2 the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.3.3 the Security Agent reasonably considers that it is necessary to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

4.4 Automatic Conversion

Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Amended and Restated Facilities Agreement);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

4.5 Scottish Assets

Clauses 4.3 (*Conversion by Notice*) and 4.4 (*Automatic Conversion*) above will not apply to any Charged Property situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.

5. PERFECTION OF SECURITY AND RANKING

5.1 Notices of Charge

- 5.1.1 Each Chargor shall on the date of this Deed, in the case of the Insurances, the Accounts and the Hedging Agreements forming part of or, which are intended to form part of, the Charged Property, as at the date of this Deed, give or join the Security Agent in giving a notice in the form set out in Part A of Schedule 3 (*Form of Notice of Charge — Accounts not with the Security Agent*), a notice in the form set out in Part A of Schedule 4 (*Form of Notice of Charge*), or, as applicable a notice in the form set out in Part A of Schedule 5 (*Form of Notice of Charge over Insurances*) or in such other form as the Security Agent may reasonably require, to each of the counterparties and to each bank or financial institution (other than the Security Agent) in respect of each account of that Chargor opened or maintained with it.
- 5.1.2 Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use its reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Agent a duly signed acknowledgement of that notice in the form set out in Part B of Schedule 3, Part B of Schedule 4 or Part B of Schedule 5 (as applicable) or in such other form in any case as the Security Agent may reasonably require.
- 5.1.3 The execution of this Deed by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created by this Deed over: (i) any account opened or maintained by any Chargor with the Security Agent; and (ii) the Hedging Agreement made between the Security Agent and Roadchef Limited and dated on 12 September 2016.

5.2 Registration at HM Land Registry

Each Chargor shall:

- 5.2.1 in the case of a Chargor's Mortgaged Property in England and Wales (whether in respect of Mortgaged Property in which it has an interest at the date of this Deed or in respect of Mortgaged Property in which it acquires an interest after the date of this Deed):
- (A) promptly (and in any event within the priority period afforded by the relevant priority search at HM Land Registry) after the date of this Deed apply to HM Land Registry to register the legal mortgage created by Clause 3.1 (*First Legal Mortgage*) and all other Charges, and in respect of Mortgaged Property in which it acquires an interest after the date of this Deed, promptly (and in any event within the priority period afforded by the relevant priority search at HM Land Registry) after the date of such acquisition apply to HM Land Registry to register the fixed equitable charge created by Clause 3.2 (*First Fixed Charge*) and all other Charges

and, in either case, the release of all existing security (if any) to which the Mortgaged Property is subject;

- (B) pay all appropriate registration fees; and
- (C) deal properly and as promptly as possible (and in any event prior to the expiry of any deadline given by the HM Land Registry for replying) with any requisitions by HM Land Registry relating to that Mortgaged Property and keep the Security Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response (and providing copies),

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to HM Land Registry, that Chargor shall promptly (and in any event within five Business Days) provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all applicable registration fees;

- 5.2.2 at the same time as the application referred to in Clause 5.2.1(A), make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered Mortgaged Property subject to compulsory first registration at the date of this Deed and any other Mortgaged Property from time to time including a registered title) of the following restriction:

"No disposition 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 [date] in favour of [chargee] referred to in the charges register or their conveyancer."; and

- 5.2.3 at the same time as the application referred to in Clause 5.2.1(A), make an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Mortgaged Property from time to time including a registered title) of the obligation to make further advances.

5.3 Ranking

Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this 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 created by the Original Debenture ceases to have effect at a time when this Deed still has effect.

5.4 Further Advances

Subject to the provisions of the Amended and Restated Facilities Agreement, each Lender is under an obligation to make further advances to each Borrower under the Amended and Restated Facilities Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

5.5 PSC notices

- 5.5.1 On the date of this Deed, in respect of any company incorporated in England and Wales whose shares are the subject of the Charges ("**Charged Company**"), the Company shall deliver a certificate of its authorised signatory certifying that:

- (A) each member of the Group has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Charged Company; and
 - (B) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of those shares,
- together with a copy of the "PSC Register" (within the meaning of section 790C(10) of the Companies Act 2006) of that Charged Company.

5.5.2 Each Chargor shall (and shall ensure that each Charged Company will):

- (A) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any Charged Company; and
- (B) promptly provide the Security Agent with a copy of that notice.

6. **NEGATIVE PLEDGE**

No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 24.14(b) (*Negative Pledge*) of the Amended and Restated Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under clause 24.14(c) (*Negative Pledge*) of the Amended and Restated Facilities Agreement or pursuant to the Original Debenture.

7. **INCORPORATION**

The provisions of clause 2 (*Covenant to pay*) and clauses 5 (*Perfection of Security*) to 27 (*Releases*) (inclusive) of the Original Debenture apply to this Deed as though they were set out in full in this Deed except that references to "this Deed" in the Original Debenture are to be construed as references to this Deed.

8. **CONTINUATION**

- 8.1 Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.
- 8.2 Each Chargor agrees that the execution of this Deed shall in no way prejudice or affect the Security granted by it (or the covenants given by it) under the Original Debenture.
- 8.3 References in the Original Debenture to "Debenture" and similar expressions shall be deemed to be references to the Original Debenture as supplemented by this Deed.
- 8.4 This Deed is designated a Finance Document.

9. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

10. **GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

11. JURISDICTION

- 11.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").
- 11.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor will:
- 11.2.1 argue to the contrary; or
- 11.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- 11.3 This Clause 11 is for the benefit of each of the Finance Parties only. As a result, a Finance Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Finance Party may initiate or pursue:
- 11.3.1 proceedings in any other court; and
- 11.3.2 concurrent proceedings in any number of jurisdictions, irrespective of whether proceedings have already been initiated by any party in England.
- 11.4 Without prejudice to Clauses 11.1 and 11.2 above, each of Roadchef Motorways Limited and First Motorway Services Limited further agrees that proceedings relating to a Dispute may be brought in the courts of Scotland and irrevocably submits to the jurisdiction of such courts.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1

CHARGORS

Name of company	Company number	Registered office
Roadchef Limited	01713437	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Newco 1 Limited	09223441	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Newco 2 Limited	09223468	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Newco 3 Limited	09725625	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
First Motorway Services Limited	03126731	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Development Holdings Limited	03745584	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Blue Boar Motorways Limited	00637848	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Motorways Limited	01123082	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX
Roadchef Motorways Holdings Limited	03593815	Roadchef House, Norton Canes Msa, Betty's Lane, Norton Canes, Cannock Staffordshire, WS11 9UX

SCHEDULE 2
REAL PROPERTY

PART A
Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant
Chargor is registered as the proprietor at the HM Land Registry)

Name of Chargor/ Registered Proprietor	Premises at	County/District	Registered at HM Land Registry under Title No
First Motorway Services Limited	Land and buildings known as Magor M4 Motorway Service Area, Magor, NP26 3YL	Monmouthshire	WA638018 (Leasehold)
Roadchef Development Holdings Limited	Land and buildings on the north side of Newtonwood Lane, Tibshelf	Derbyshire	DY272922 (Freehold)
Roadchef Development Holdings Limited	Chesterfield Motorway Service Area, Tibshelf, Alfreton	Derbyshire	DY297781 (Freehold)
Roadchef Motorways Limited	Land lying east of the M6 motorway, Killington	Cumbria	CU114365 (Freehold)
Roadchef Motorways Limited	Land and buildings at Killington Lake Motorway Service Area, Killington	Cumbria	CU151695 (Leasehold)
Roadchef Motorways Limited	Land and buildings known as Sedgemoor (Southbound) Service Area	Somerset	ST121087 (Freehold)
Roadchef Motorways Limited	Land known as Motorway Service Area on the North Side of the M56, Junction 14, Hapsford	Cheshire	CH431111 (Leasehold)
Roadchef Development Holdings Limited	Land on the north side and the south side of the A45 Road Ecton	Northamptonshire	NN114512 (Leasehold)
Roadchef Motorways Limited	Land known as Rownhams Motorway Service Area, Rownhams	Hampshire	HP505708 (Freehold)
Roadchef Motorways Limited	Land known as land at Pont Abraham, Llanedi, Pontarddulais	Swansea	WA217386 (Freehold)
Roadchef Motorways Limited	Land on the west side of the M4 Motorway at Pont Abraham Llanedi, Pontarddulais	Swansea	WA217387 (Freehold)

Roadchef Motorways Limited	Land on the west side of the M4 Motorway at Pont Abraham Llanedi, Pontarddulais	Swansea	WA254549 (Freehold)
Roadchef Motorways Limited	Land known as Taunton Deane Motorway Service Area	Somerset	ST121109 (Freehold)
Roadchef Motorways Limited	Land at Trull, Taunton	Somerset	ST314405 (Freehold)
Roadchef Newco 3 Limited	Land known as M5 Service Area, Hill View Road, Strensham, Worcester WR8 9LJ	Worcestershire	HW158218 (Freehold)
Roadchef Motorways Limited	Strensham Motorway Service Area, Upper Strensham and land and buildings on the north east side of the M5 Motorway, Strensham	Worcestershire	HW146919 (Leasehold)
Roadchef Motorways Limited	Strensham M5 Northbound Service Area, Strensham, Hill Croome, Upton Upon Severn, Worcester (WR8 OBZ)	Worcestershire	HW137379 (Leasehold)
Roadchef Motorways Limited	Land and buildings known as Sandbach Motorway Service Area being Sandbach Service Station, Sandbach	Cheshire	CH217310 (Leasehold)
Blue Boar Motorways Limited	Land and buildings lying to the South East of Station Road, Welton, Northamptonshire	Northamptonshire	NN181727 (Freehold)
Roadchef Motorways Limited	Land at buildings known as Durham Motorway Service Area, being land lying on the west side of the A1(M), Bowburn, Durham	Durham	DU139365 (Freehold)
First Motorway Services Limited	Hotel building at Sutton Scotney Services, Northbound, bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP778361 (Leasehold)
First Motorway Services Limited	Land known as Amenity building, Sutton Scotney Services, Northbound, Bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP660518 (Leasehold)

First Motorway Services Limited	Land adjacent to the Amenity Building, Sutton Scotney Services Northbound, Bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP778364 (Leasehold)
First Motorway Services Limited	Amenity building and land adjacent to amenity building Northbound services, bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP778362 (Reversionary Leasehold)
First Motorway Services Limited	Hotel Building at Sutton Scotney Services Southbound, Bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP793788 (Leasehold)
First Motorway Services Limited	Amenity Premises, Sutton Scotney Services Southbound, Bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP658996 (Leasehold)
First Motorway Services Limited	Land adjoining Amenity Premises, Sutton Scotney Services Southbound, Bypass, Sutton Scotney, Winchester S021 3JY	Hampshire	HP778365 (Leasehold)
First Motorway Services Limited	Southbound Amenity Premises and land adjoining the Amenity Premises, Sutton Scotney Services Southbound, Bypass, Sutton Scotney, Winchester 8021 3JY	Hampshire	HP778363 (Reversionary Leasehold)
Roadchef Development Holdings Limited	Land and buildings known as Norton Canes Motorway Service Area (M6 Toll), Betty's Lane, Norton Canes, Cannock	Staffordshire	SF602218 (Leasehold)
Roadchef Motorways Limited	Land and buildings known as Maidstone Motorway Service Area, Hollingbourne Maidstone	Kent	K839253 (Leasehold)

Blue Boar Motorways Limited	1. Two parcels of land lying to the south of the M1, Rothersthorpe; and 2. Land known as land on the south east side of Banbury Lane, Rothersthorpe	Northampton	NN225142 (Freehold) NN66474 (Leasehold)
Roadchef Motorways Limited	Land on the north and south sides of the M25 motorway known as Clacket Lane Motorway Service Area, Godstone	Surrey	SY701835 (Leasehold)
Roadchef Development Holdings Limited	Land and buildings known as The Motorway Service Area at M6 Stafford (South) Walton, Stone	Staffordshire	SF417848 (Leasehold)
Roadchef Development Holdings Limited	Teddington Hands Garage, Evesham Road, Teddington, Tewksbury, GL20 8NE	Gloucestershire	GR91739 (Freehold)
Blue Boar Motorways Limited	Land at Watford Gap Motorway Services Area, M1, Watford, Northampton (NN6 7UZ)	Northamptonshire	NN354116 (Leasehold)
First Motorway Services Limited	Sutton Scotney Services Station, A34, Sutton Scotney, Winchester	Hampshire	HP804881 (Freehold)
Roadchef Development Holdings Limited	Norton Canes Motorway Service Area, M6 Toll, Norton Canes, Cannock	Staffordshire	SF632646 (Leasehold)
Roadchef Limited	Land to the north of Mill Lane, Strensham, Worcester	Worcestershire	WR169133 (Freehold)

PART B

Unregistered land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the HM Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title:

Name of Chargor/ Registered Proprietor	Document	Date	Parties	Description
Roadchef Motorways Limited	Lease	6 January 1994	(1) The Secretary of State for Transport and (2) Tozer Kemsley and Millbourn Estates Plc	The land known as Strensham Motorway Service Area (Northbound), Upper Strensham

SCHEDULE 3

FORM OF NOTICE OF CHARGE - ACCOUNTS NOT WITH THE SECURITY AGENT

PART A

Form of Notice

To: [Name of relevant bank or financial institution]

Address: [•]

Date: [•]

Dear Sirs

Further to a debenture dated 22 September 2016 between Barclays Bank PLC as the security agent (the "**Security Agent**") and [insert name of relevant *Chargor*] (the "**Company**") (the "**First Debenture**") and the corresponding notice addressed to you dated [•] (the "**First Debenture Notice**"), a supplemental debenture dated [•] was entered into between, inter alios, the Company and the Security Agent (the "**Supplemental Debenture**").

We hereby notify you that under the Supplemental Debenture, the Company has charged to the Security Agent by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a "**Relevant Account**") maintained with you:

[Specify accounts: account name, account number, details of branch etc].

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Security Agent, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Agent may at any time and from time to time request you to disclose to it;
- (b) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Agent and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Agent at any time and from time to time; and
- (c) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Agent in any way relating to the Supplemental Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Security Agent has agreed that the Company may withdraw any moneys from any of the Relevant Accounts without any reference to or further authority from the Security Agent except to the extent that the Security Agent gives you notice to the contrary. Upon and after the giving of such notice, the Company shall cease to be entitled to make any such withdrawal to the extent specified in the notice.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Agent, the communication from the Security Agent shall prevail;

- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the "**Notice**") can be revoked or varied in any way except with the Security Agent's specific written consent; and
- (iii) any written notice or instructions given to you by the Security Agent in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Agent at European Loans Agency, 1 Churchill Place, London E14 5HP for the attention of [**officer/department**].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

Barclays Bank PLC

PART B

Form of Notice

Form of Acknowledgement [on duplicate]

To: Barclays Bank PLC

Address: European Loans Agency, 1 Churchill Place, London E14 5HP

Date: [•]

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts other than the First Debenture Notice;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Agent's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) we shall not permit the Company to make any withdrawal from any of the Relevant Accounts after receipt by us of a notice from the Security Agent prohibiting such withdrawals to the extent specified in that notice.

Yours faithfully

for and on behalf of

[name of relevant bank or financial institution]

SCHEDULE 4

FORM OF NOTICE OF CHARGE

PART A

Form of Notice

To: [Name of relevant counterparty]

Address: [•]

Date: [•]

Dear Sirs

Further to a debenture dated 22 September 2016 between Barclays Bank PLC as the security agent (the "**Security Agent**") and [insert name of relevant **Chargor**] (the "**Company**") (the "**First Debenture**") and the corresponding notice addressed to you dated [•] (the "**First Debenture Notice**"), a supplemental debenture dated [•] was entered into between, inter alios, the Company and the Security Agent (the "**Supplemental Debenture**").

We hereby notify you that under the Supplemental Debenture, the Company has charged to the Security Agent by way of first fixed charge all of its present and future right, title and interest in and to the following agreement:

[describe agreement],

(the "**Agreement**") including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company's account as notified to you by the Company unless and until you receive notice from the Security Agent to the contrary, in which event you should make all future payments as directed by the Security Agent.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Agent pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Agent nor any receiver nor any delegate appointed by the Security Agent or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Security Agent to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs.

The Company confirms that:

- (a) in the event of any conflict between communications received from it and from the Security Agent, the communication from the Security Agent shall prevail;
- (b) none of the instructions, authorisations or confirmations in this Notice of Charge (the "**Notice**") can be revoked or varied in any way except with the Security Agent's specific written consent; and
- (c) any written notice or instructions given to you by the Security Agent in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Agent at European Loans Agency, 1 Churchill Place, London E14 5HP for the attention of [officer/department].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

Barclays Bank PLC

PART B

Form of Notice

Form of Acknowledgement [on duplicate]

To: Barclays Bank PLC

Address: European Loans Agency, 1 Churchill Place, London E14 5HP

Date: [•]

SCHEDULE 5

FORM OF NOTICE OF CHARGE OVER INSURANCES

PART A

Form of Notice

To: [Name of Insurer]

Address: [•]

Date: [•]

Dear Sirs

Further to a debenture dated 22 September 2016 between Barclays Bank PLC as the security agent (the "**Security Agent**") and [insert name of relevant **Chargor**] (the "**Company**") (the "**First Debenture**") and the corresponding notice addressed to you dated [•] (the "**First Debenture Notice**"), a supplemental debenture dated [•] was entered into between, inter alios, the Company and the Security Agent (the "**Supplemental Debenture**").

We hereby notify you that under the Supplemental Debenture, the Company has charged to the Security Agent all of its present and future rights, title and interest in respect of and to the insurances, details of which are set out in the attached schedule (the "**Insurances**"), including all moneys which at any time may be or become payable to the Company pursuant thereto including the proceeds of all claims and returns of premium,

The Company confirms that:

- (a) it will remain liable under the Insurances to perform all the obligations assumed by it under the Insurances;
- (b) you should pay all amounts due to the Company in respect of the Insurances (whether by way of claims, return premiums, ex gratia settlements or otherwise) in the manner specified in the loss payee provisions in the Insurances unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent;
- (c) you should comply with the terms of any written notice or instruction in any way relating to, or purporting to relate to the Supplemental Debenture, amounts payable to the Company under or in respect of the Insurances or the debts represented thereby, which you receive from the Security Agent without reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instruction;
- (d) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurances, and
- (e) the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Security Agent.

The Company will also remain entitled to exercise all its rights and powers in respect of the Insurances and you should continue to give notices under the Insurances to the Company unless and until you receive notice from the Security Agent to the contrary stating that its security has become enforceable. In this event, all the rights and powers will be exercisable by, and notices must be given to the Security Agent or as it directs.

Please note that the Company has agreed that it will not amend or waive any provisions of, assign or otherwise dispose of any of its rights under or in respect of or terminate the Insurances.

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

Please acknowledge receipt of this letter by:

- (i) sending a signed copy of the attached acknowledgement to the Security Agent at European Loans Agency, 1 Churchill Place, London E14 5HP for the attention of [officer/department]; and
- (ii) endorsing a copy of this letter on the Insurances.

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

Barclays Bank PLC

SCHEDULE INSURANCES

Policy Number - [•]

Description of Insurances - [•]

Insurers - [•]

PART B Form of Acknowledgement

To: Barclays Bank PLC

Address: European Loans Agency, 1 Churchill Place, London E14 5HP

Date: [•]

Dear Sirs

We confirm receipt from [*the Chargor*] (the "**Company**") of the notice dated [•] 2019 of a charge on the terms of the Supplemental Debenture of all of the Company's rights, title and benefit in respect of and to the Insurances (as defined in the notice) and, insofar as may be required, we consent to such charge. We agree to follow the instructions to us contained in that notice and confirm that we have endorsed or will endorse a copy of the notice on the Insurance.

We confirm that:

- (a) the Insurance[s] [is/ are] in full force and effect;
- (b) we are not aware of breach by the Company of the policy or of any duty owed to us in respect thereof; and
- (c) we have not received any other notice of charge or assignment relating to the Insurances other than the First Debenture Notice.

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

Yours faithfully

for and on behalf of

[name of Insurer]

THE CHARGORS

EXECUTED AS A DEED by
ROADCHEF LIMITED

acting by:

JAMES MUIRHEAD

in the presence of:

[Redacted signature]

Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

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

EXECUTED AS A DEED by
ROADCHEF NEWCO 1 LIMITED

acting by:

JAMESMUIRHEAD

in the presence of:

[Redacted]

Signature of witness

AARON AVEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

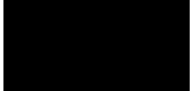
ROADCHEF
NORTON CANES M/WAY SERVICE AREA
BETTY'S LANE
NORTON CANES, CANNOCK
STAFFORDSHIRE WS11 9UX

EXECUTED AS A DEED by
ROADCHEF NEWCO 2 LIMITED

acting by:

JAMES MUIRHEAD

in the presence of:



Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

ROADCHEF
NORTON CANES M/WAY SERVICE AREA
BETTY'S LANE
NORTON CANES, CANNOCK
STAFFORDSHIRE WS11 9JX

EXECUTED AS A DEED by
ROADCHEF NEWCO 3 LIMITED

acting by:

JAMES MUIRHEAD

in the presence of:

[Redacted]

Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

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

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)

AARON AYEE

(in BLOCK CAPITALS)

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

EXECUTED AS A DEED by
ROADCHEF DEVELOPMENT
HOLDINGS LIMITED

acting by:

JAMES MUIRHEAD

in the presence of:

[Redacted]

Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

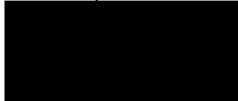
ROADCHEF
NORTON CANES M/WAY SERVICE AREA
BETTY'S LANE
NORTON CANES, CANNOCK
STAFFORDSHIRE WS11 9UX

EXECUTED AS A DEED by)
ROADCHEF MOTORWAYS LIMITED)

acting by:)

JAMES MUIRHEAD)

in the presence of:)



Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

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

EXECUTED AS A DEED by
ROADCHEF MOTORWAYS
HOLDINGS LIMITED

acting by:

JAMES MUIRHEAD

in the presence of:

[REDACTED]

Signature of witness

AARON AYEE

Name of witness

(in BLOCK CAPITALS)

Address of witness

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

EXECUTED AS A DEED by)
BLUE BOAR MOTORWAYS LIMITED)

acting by:)

JAMES MUIRHEAD)

in the presence of:)



Signature of witness

ARON AYEE

Name of witness

(In BLOCK CAPITALS)

Address of witness

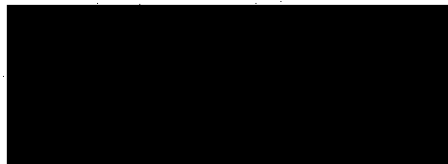
ROADCHEF
NORTON CANES M/WAY SERVICE AREA
BETTY'S LANE
NORTON CANES, CANNOCK
STAFFORDSHIRE WS11 9UX

THE SECURITY AGENT

SIGNED by

for and on behalf of BARCLAYS BANK PLC

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ODILON DUBOVETIEZ