

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration** within
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original**



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A10

04/04/2015

#36

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 0 7 3 4 2 9 9 ✓

Company name in full MOTO HOSPITALITY LIMITED ✓

For official use

12

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 m 7 y 0 m 3 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LLOYDS BANK PLC (AS SECURITY TRUSTEE) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

KINROSS SERVICE AREA, TURFHILLS, KINROSS EXTENDING TO 4 97 HECTARES REGISTERED IN LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KNR456

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

PARTNER FOR PINSENT MASONS LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name IAN J G LYALL

Company name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 734299

Charge code: 0073 4299 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2015 and created by MOTO HOSPITALITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2015.

OX

Given at Companies House, Cardiff on 17th April 2015



Companies House

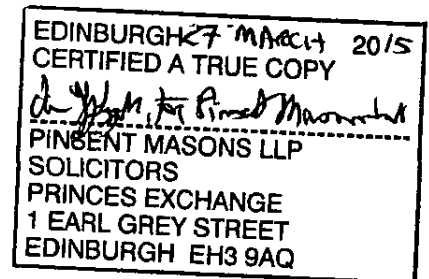


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

STANDARD SECURITY
by
MOTO HOSPITALITY LIMITED

in favour of
LLOYDS BANK PLC (as Security Trustee)

**Property: Subjects comprising Kinross Service Area (formerly known as Granada Lodge) at
Turfhills, Kinross, KY13 0NQ registered under Title Number KNR456**



Pinsent Masons

Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ
Tel +44 (0)131 777 7000
Fax +44 (0)131 777 7003
E-Mail enquiries@pinsentmasons.com
Web Site <http://www.pinsentmasons.com>
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WE, MOTO HOSPITALITY LIMITED, a company incorporated in England and Wales with Company Number 734299 and having our Registered Office at Toddington Services Area, Junction 11-12 M1 Southbound, Toddington, Bedfordshire, LU5 6HR (hereinafter referred to as the "Chargor") CONFIRM and DECLARE that, in this Standard Security (a) words and expressions defined in the Intercreditor Agreement (as defined below) or, if not defined in the Intercreditor Agreement, in the Senior Facilities Agreement (as defined below) shall, unless otherwise defined in this Standard Security, have the same meanings in this Standard Security, (b) the following words and expressions shall have the respective meanings given to them, namely -

"Acceleration Event" has the meaning given to that term in the Intercreditor Agreement,

"Enforcement Event" the occurrence of an Acceleration Event,

"Intercreditor Agreement" means the Intercreditor Agreement dated on or around the date of this Standard Security and made between, among others, Moto Holdings Limited, Moto Ventures Limited, Moto Investments Limited and Lloyds Bank plc as Common Security Agent,

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on 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,
- (c) any claim for damages or restitution, and
- (d) 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,

"Secured Creditors" has the meaning given to that term in the Intercreditor Agreement,

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Creditors under the Debt Documents to the extent specified in each Security Document, both actual and contingent and whether incurred solely or jointly and as principal or , surety or in another capacity,

"Security Trustee" means LLOYDS BANK PLC, a company incorporated in England and Wales with Company Number 00002065 and having its Registered Office at 25 Gresham Street, London, EC2V 7HN as security trustee for the Secured Creditors,

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement,

"Senior Facilities Agreement" means the senior facilities agreement dated on or around the date of this Standard Security and made between, among others, the Chargor, the arrangers named in that agreement, the original lenders named in that agreement, the companies listed in Part I of Schedule 1 therein as original guarantors, Lloyds Bank plc as Agent and Security Trustee (as amended, novated, supplemented, extended, restated or replaced from time to time),

(c) any reference in this Standard Security to a "Debt Document" or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more

onerous) 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 Debt Document or other agreement or instrument, and (d) in construing this Standard Security, (i) up to and including the Senior Discharge Date, the provisions in Clause 1 2 (Construction) of the Senior Facilities Agreement apply to this Standard Security with all the necessary changes and (ii) thereafter, the provisions in Clause 1 2 (Construction) of the Intercreditor Agreement shall apply to this Standard Security with all the necessary changes, And WE the Chargor HEREBY UNDERTAKE to the Security Trustee to pay and discharge the Secured Obligations as and when they fall due under and in accordance with the Debt Documents, For which we the Chargor GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE the subjects comprising Kinross Service Area, formerly known as Granada Lodge, at Turfhill, Kinross extending to 4 97 hectares or thereby registered in the Land Register of Scotland under Title Number KNR456, (hereinafter referred to as the "Property"), The Standard Conditions specified in Schedule 3 to The Conveyancing and Feudal Reform (Scotland) Act, 1970 and any lawful variation thereof operative for the time being (hereinafter, varied as aforesaid, referred to as "the Act") shall apply, And the Chargor agree that (One) the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not the market value thereof and shall be with such insurers, for such sum and on such terms as the Security Trustee may reasonably require, (Two) unless otherwise permitted under the Debt Documents, the Chargor shall (a) comply in all material respects with all obligations imposed on it, and enforce the due observance and performance of all material obligations of all persons of which the Chargor has the benefit, under any lease of the Property or any part thereof, (b) not exercise any power to determine or extend, or accept the renunciation or surrender of, any lease of the Property or any part thereof of which it is the Landlord, and (c) not exercise any of the powers of leasing or agreeing to lease the Property or any part thereof vested in or conferred upon the granters of Standard Securities by Scots Law, (Three) the Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof (otherwise than in favour of the Security Trustee), except as permitted by the Debt Documents, (Four) the Chargor shall not enter, or agree to enter, into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, sub-licence, transfer or otherwise dispose of the Property or any part thereof except as permitted by the Debt Documents, (Five) if the Security Trustee receives notice of any subsequent security or other like interest affecting the Property or any part thereof, the Security Trustee shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the Books of the Security Trustee and to open a new account or accounts in place thereof and, if the Security Trustee does not do so, the Security Trustee shall nevertheless be treated as if it had done so at the time it received notice and, from that time, all payments made by the Chargor to the Security Trustee shall be credited or treated as so credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Trustee at the time when the Security Trustee receive the notice and, if the Chargor shall have more than one account with the Security Trustee, the Security Trustee may at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit, and (Six) for the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 at any time while an Enforcement Event is continuing, Declaring that each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, if at any time, one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired thereby and the provision or provisions affected by such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable, And the Chargor grants warrandice but excepting therefrom the Leases detailed in the Schedule hereto, And the Chargor consents to the

registration of these presents for preservation, This Standard Security will be governed by Scots Law and the Chargor hereby prorogates the jurisdiction of the Scottish Courts IN WITNESS WHEREOF these presents consisting of this and the two preceding pages together with the Schedule of Leases annexed are executed as follows -

SUBSCRIBED for and on behalf of
MOTO HOSPITALITY LIMITED
at LONDON
on the 24 day
of MARCH 2015
by



Director

GORDON IAN WINSTON PARSONS Full Name

before this witness



(witness) Witness

PRISHANTHIN RAJGOPAL Full Name
MURUGES GOVENDER

Clifford Chance LLP Address
10 Upper Bank Street
London E14 5JJ

This is the Schedule of Leases referred to in the foregoing Standard Security by MOTO
HOSPITALITY LIMITED in favour of LLOYDS BANK PLC (as Security Trustee) DATED
24 MARCH 2015.

Lease between the Chargor and TLLC BridgeCo6 Limited dated 3 February 2003 and registered in
the Land Register of Scotland under Title Number KNR1363



GORDON IAN WINSTON PARSONS, DIRECTOR, MOTO HOSPITALITY LIMITED