



Registration of a Charge

Company name: **MOTO HOSPITALITY LIMITED**

Company number: **00734299**



X921O908

Received for Electronic Filing: **01/04/2020**

Details of Charge

Date of creation: **31/03/2020**

Charge code: **0073 4299 0019**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS GRANTHAM NORTH SERVICE AREA, GONERBY MOOR, GRANTHAM, LINCOLNSHIRE DEMISED TO THE CHARGOR BY A LEASE DATED 31 MARCH 2020 AND MADE BETWEEN WENTWORTH LIMITED (1) MOTO HOSPITALITY (2) AND MOTO HOLDINGS LIMITED (3)**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

GOSSCHALKS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 734299

Charge code: 0073 4299 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2020 and created by MOTO HOSPITALITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2020 .

Given at Companies House, Cardiff on 2nd April 2020

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**

DATED

31st March

2020

MOTO HOSPITALITY LIMITED
as *Chargor*

and

LLOYDS BANK PLC
as *Security Agent*

SUPPLEMENTAL MORTGAGE

Gosschalks Solicitors

Queens Gardens, Hull, HU1 3DZ | DX 11902 - Hull | T 01482 324252 | E info@gosschalks.co.uk | W www.gosschalks.co.uk

A list of partners is available for inspection at the above address.

This firm is authorised and regulated by the Solicitors Regulation Authority under number 6121.

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SUPPLEMENTAL MORTGAGE

This supplemental mortgage is dated 31st March 2020 (the *Supplemental Mortgage*)

BETWEEN

- (1) **MOTO HOSPITALITY LIMITED**, a company incorporated in England and Wales with registered number 00734299 and having its registered office at Toddington Services Area, Junction 11-12 M1 Southbound, Toddington, Bedfordshire LU5 6HR (*Chargor*); and
- (2) **LLOYDS BANK PLC**, as security trustee for the Secured Creditors (*Security Agent*)

RECITALS

- (A) This deed is supplemental to the debenture dated 24 March 2017 between the parties hereto (the *Debenture*).
- (B) The Security Agent holds the benefit of this Supplemental Mortgage on trust for the Secured Creditors on the terms of the Debt Documents.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture, or in the Intercreditor Agreement or the Senior Facilities Agreement (as those terms are in turn defined in the Debenture), shall, unless otherwise defined in this Supplemental Mortgage, have the same meanings in this Supplemental Mortgage. In addition:

Supplemental Real Property means the leasehold property known as Grantham North Service Area, Gonerby Moor, Grantham, Lincolnshire demised to the Chargor by a lease dated 31st March 2020 and made between Wentworth Limited (1) Moto Hospitality (2) and Moto Holdings Limited (3) and shown edged red on the attached plan; and

Supplemental Security Assets means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or to be created under this Supplemental Mortgage.

1.2 Incorporation of provisions

- (a) The provisions of clauses 1.2 to 1.5 (inclusive), clause 3.5, paragraph (d) of clause 5.1, 5.2, clauses 6.1 to 6.3 (inclusive), clauses 14 to 19 (inclusive), paragraphs (a) and (c) of clause 20.1 and clauses 21 to 24 (inclusive) of the Debenture shall apply to this Supplemental Mortgage (and the Security constituted by it) as if set out in this Supplemental Mortgage in full except that reference in those clauses (and within defined terms in those clauses) to:
 - (i) "Debenture" shall be construed as references to this Supplemental Mortgage (except in the case of paragraph (b)(i) of clause 6.3 of the Debenture, where the reference to "the Debenture" shall remain as "the Debenture"); and
 - (ii) "Security Assets" shall be construed as references to the Supplemental Security Assets.

- (b) This Supplemental Mortgage is designated as a Finance Document and constitutes a Transaction Security Document.

2. Covenant to pay

The Chargor as primary obligor covenants with the Security Agent (for itself and for the benefit of the other Secured Creditors) that it will on demand pay and discharge the Secured Obligations as and when they fall due for payment under and in accordance with the Debt Documents.

3. Creation of Security

3.1 Nature of the Security

The Security created under this Supplemental Mortgage is created:

- (a) in addition and without prejudice to the existing Security created by the Debenture and any other Transaction Security Document;
- (b) in favour of the Security Agent as trustee for the Secured Creditors;
- (c) as a continuing security for the payment and discharge of the Secured Obligations that will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part; and
- (d) with full title guarantee, provided that the covenant implied by section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to this Clause 3 (*Creation of Security*), but sections 3(2) and 6(2) of that Act shall not.

3.2 Continuation of existing security

Except as supplemented by this Supplemental Mortgage, the Debenture remains in full force and effect and continues to secure the Secured Obligations.

3.3 Mortgage and fixed charges

The Chargor charges:

- (a) the Supplemental Real Property and all Related Rights by way of first legal mortgage;
- (b) by way of fixed charge all present and future licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Supplemental Real Property and all Related Rights; and
- (c) by way of equitable charge, all of the Supplemental Real Property, other than the Supplemental Real Property over which this Supplemental Mortgage takes effect as a first legal mortgage and any right, title or interest which it has now or may subsequently acquire in the Supplemental Real Property.

4. Registration

In respect of the Supplemental Real Property, the Chargor shall:

- (a) apply to the Land Registry for first registration of the Supplemental Real Property (if it is not already registered), and registration of the Chargor as proprietor of it;
- (b) apply to the Land Registry to register the charge by way of legal mortgage created by paragraph (a) of Clause 3.2 (*Mortgage and fixed charges*);

(c) submit to the Land Registry:

(i) a duly completed Form RX1 requesting that a restriction in the form specified below be entered on the register of the title to the Supplemental Real Property in respect of the legal mortgage created by this Supplemental Mortgage:

"No disposition of the registered estate by the proprietor of the registered estate 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 its conveyancer or without a certificate signed by a conveyancer that the provisions of clause 26.14 of a senior facilities agreement dated 13 March 2017 and made between (amongst others) (1) Moto Investments Limited as company and (2) Lloyds Bank plc as security agent have been complied with"; and

(ii) a notice that the Lenders are under an obligation to make further advances, subject to any applicable agreement in relation to the Facilities;

(d) pay all applicable registration fees; and

(e) promptly upon completion of the registration of Security under this Clause, supply to the Security Agent a copy of the relevant registers of title issued by the Land Registry.

5. Counterparts

This Supplemental Mortgage 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 Supplemental Mortgage.

6. Governing law

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

7. Jurisdiction

7.1 Jurisdiction of English courts

(a) Subject to paragraph (c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute relating to the existence, validity or termination of this Supplemental Mortgage or any non-contractual obligation arising out of or in connection with this Supplemental Mortgage) (a **Dispute**).

(b) Subject to paragraph (c) below, the parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

(c) This Clause is for the benefit of the Security Agent and the other Secured Creditors only. As a result, no Secured Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Creditors may take concurrent proceedings in any number of jurisdictions.

Execution

EXECUTED as a **DEED** and delivered on the date appearing at the beginning of this Supplemental Mortgage.

EXECUTED as a DEED
by MOTO HOSPITALITY LIMITED
acting by a director in the presence of:

Director

Signature of witness

Name (IN BLOCK CAPITALS)

Address of witness

SIGNED as a DEED

by

as attorney for **LLOYDS BANK PLC**

in the presence of:

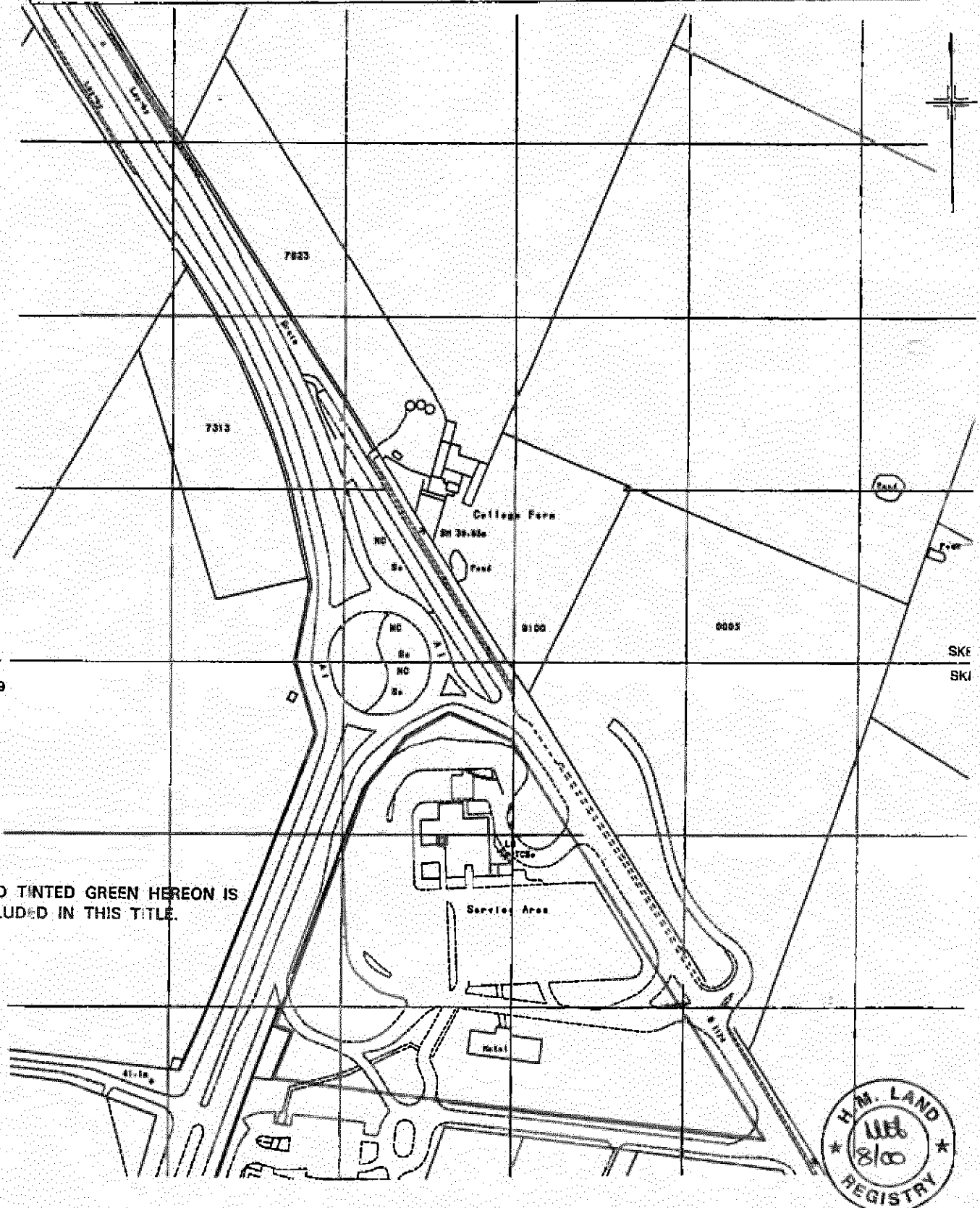
...as attorney for Lloyds Bank Plc

Signature of witness

Name (IN BLOCK CAPITALS)

Address of witness

H.M. LAND REGISTRY		TITLE NUMBER	
		LL185056	
ORDNANCE SURVEY PLAN REFERENCE	SK8839 SK8840 SK8939 SK8940		Scale 1/2500
COUNTY LINCOLNSHIRE	DISTRICT SOUTH KESTEVEN	© Crown copyright	



NOTE :-
THE LAND TINTED GREEN HEREON IS
NOT INCLUDED IN THIS TITLE.