



**Registration of a Charge**

Company name: **MOTO HOSPITALITY LIMITED**

Company number: **00734299**



X827YT4A

Received for Electronic Filing: **28/03/2019**

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**Details of Charge**

Date of creation: **27/03/2019**

Charge code: **0073 4299 0018**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS LAND ON THE NORTH SIDE OF  
THE M6 AT CHURCHOVER, WARWICKSHIRE**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **TIMOTHY SHORT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 734299

Charge code: 0073 4299 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2019 and created by MOTO HOSPITALITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2019 .

Given at Companies House, Cardiff on 29th March 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

**DATED** 27 March

**2019**

**MOTO HOSPITALITY LIMITED**  
*as Chargor*

**and**

**LLOYDS BANK PLC**  
*as Security Agent*

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**SUPPLEMENTAL MORTGAGE**

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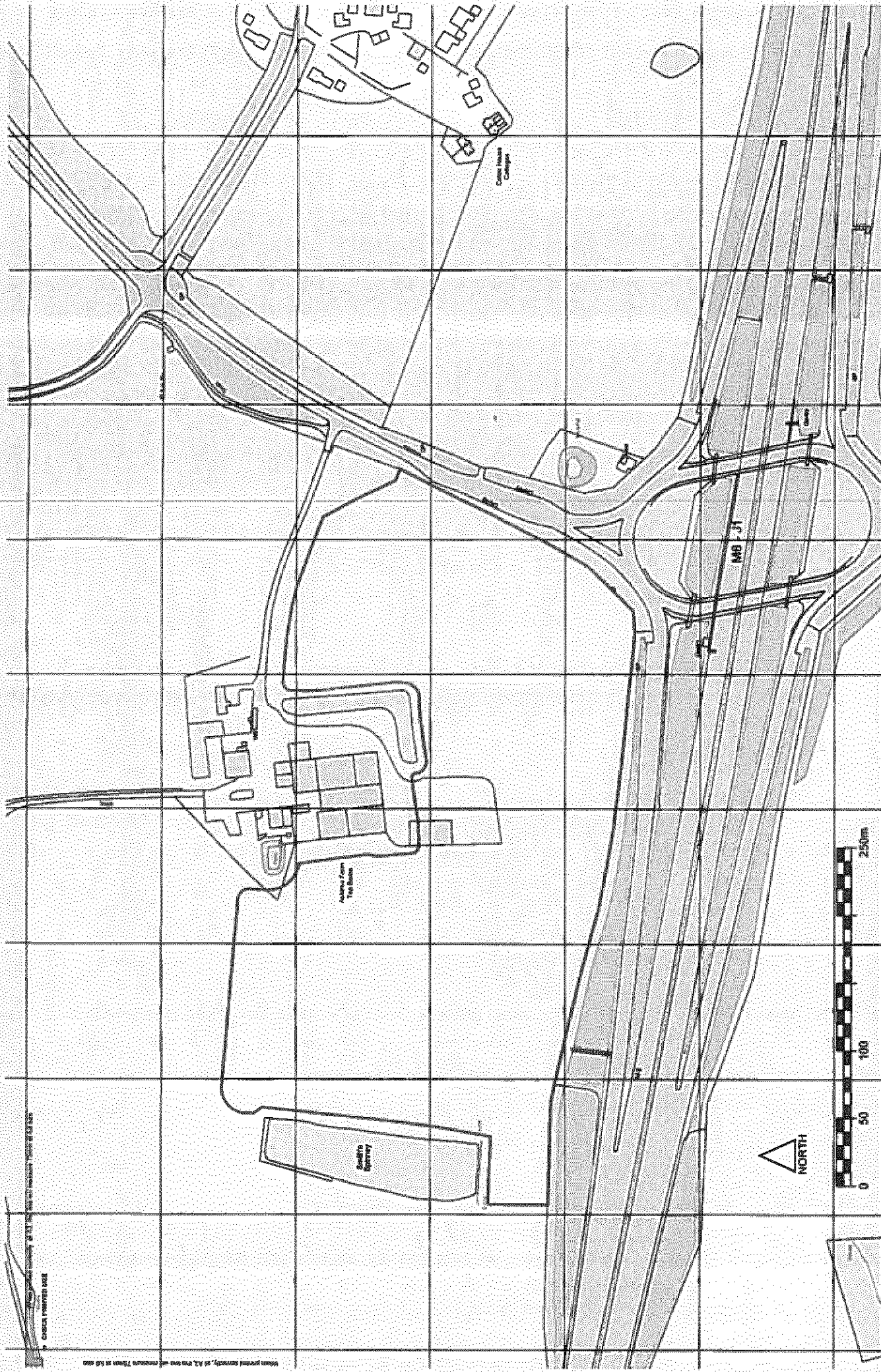
**Gosschalks Solicitors**

Queens Gardens, Hull, HU1 3DZ | DX: 11902 - Hull | T: 01482 324252 | E: [info@gosschalks.co.uk](mailto:info@gosschalks.co.uk) | W: [www.gosschalks.co.uk](http://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 617779.

## CONTENTS

CLAUSE	PAGE
1. Definitions and interpretation.....	3
2. Covenant to pay.....	4
3. Creation of Security .....	4
4. Registration.....	4
5. Counterparts.....	5
6. Governing law.....	5
7. Jurisdiction.....	5



## SUPPLEMENTAL MORTGAGE

This supplemental mortgage is dated 27 March

2019 (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 land on the north side of the M6 at Churchover, Warwickshire demised to the Chargor by a lease dated 22 March 2019 and made between The Wyggeston's Hospital and Hospital Branch Trustee (1) and Moto Hospitality (2) 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, other than pursuant to clause 3.4, 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 of witness ..... MARK FLEMING .....

Address of witness ..

Occupation of witness ..

**EXECUTED** as a DEED  
for and on behalf of LLOYDS BANK PLC

by:

**JOHN TOGHER**  
**ASSOCIATE DIRECTOR**

under a power of attorney  
dated:

In the presence of:

Name of witness:

SCOTT A MAYBERRY .....

Address:

Occupation: