

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

CHFP025

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Insert full name  
of Company

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

Name of company

\* Motorway Services Limited (the "Company")

Date of creation of the charge

23 February 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A composite debenture dated 23 February 2007 (the "Debenture") made by the  
Company in favour of The Royal Bank of Scotland plc (the "Security  
Trustee") as security trustee for the Secured Parties

Amount secured by the mortgage or charge

See Schedules 2 (Amount secured by the Mortgage or Charge), 4 (Details of  
Real Property) and 5 (Details of Intellectual Property)

Please refer to Schedule 1 (Definitions) for the definitions

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, 135 Bishopsgate, London EC2M 3UR, as  
Security Trustee.

Postcode EC2M 3UR

Presenter's name address and  
reference (if any):

Clifford Chance LLP  
(via CH London Counter)  
10 Upper Bank Street  
London  
E14 5JJ

SER/JXJ/70-2020103

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedule 3 (Short particulars of all the property charged)

Please refer to Schedule 1 (Definitions) for the definitions

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legibly, preferably  
in black type, or  
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lettering*

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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP Date 2 March 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † The Royal Bank of Scotland plc

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

*Schedules to Form 395 relating to the Debenture entered into by MOTORWAY SERVICES LIMITED (Company No: 00637019) dated 23 February 2007*

## **SCHEDULE 1**

### **DEFINITIONS**

In this Form 395:

**"Account"** means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other bank or financial institution and all Related Rights except (1) Account number 09889744 Sort Code: 60-00-01 in the name of Motorway Services Limited, (2) Account Welcome Break BP Oil UK Ross Spur number 01072307 Sort Code: 60-00-01 which comes under Welcome Break Group Limited, (3) Account No. 1180008 Sort Code: 30-00-02 Account Name: Welcome Break Group Limited/Highways Agency, Account held at Lloyds Bank, City Office and (4) Account No. 91574671 Sort Code: 40-15-07 Account Name: Welcome Break Group Ltd and Bromsgrove District Council Account held at HSBC, Bromsgrove.

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility or Fronted Ancillary Facility.

**"Ancillary Facility"** means any ancillary facility made available upon request as described in Clause 8 (*Ancillary Facilities*) of the Senior Facility Agreement.

**"Assigned Account"** means any Mandatory Prepayment Account or Holding Account.

**"Charged Property"** means all of the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

**"Enforcement Event"** means an Event of Default in respect of which notice has been served and is outstanding pursuant to clause 25.17 (*Acceleration*) of the Senior Facility Agreement.

**"Event of Default"** means any event or circumstance specified as such under clause 25 (*Events of Default*) of the Senior Facility Agreement.

**"Facility Agent"** means The Royal Bank of Scotland plc and any of its permitted successors or assigns.

**"Facility Agreement"** means the Senior Facility Agreement.

**"Fee Letter"** means:

- (a) the fee letter dated 23 February 2007 from the Mandated Lead Arrangers to Welcome Break Holdings (1) Limited; and

- (b) any other agreement or letter setting out fees referred to in Clause 7.2 (*Fees payable in respect of Bank Guarantees*) or Clause 8.9 (*Interest, Commitment Commission and Fees on Ancillary Facilities*) of the Senior Facility Agreement.

**"Finance Documents"** means the Senior Facility Agreement, the Syndication Letter, any Fee Letter, the Hedging Letter, any Selection Notice, any Utilisation Request, any Resignation Letter, any Transaction Security Document, any Ancillary Document, any Hedging Agreement and any other document designated in writing as a **"Finance Document"** by both the Facility Agent and the Parent under the Senior Facility Agreement.

**"Fronted Ancillary Facility"** has the meaning given to it in the Senior Facility Agreement.

**"Group"** means the Parent and its Subsidiaries for the time being.

**"Hedging Agreement"** means any agreement (being an ISDA Master Agreement, the schedule thereto and related confirmations) entered into or to be entered into by the Parent and/or any other member of the Group and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter.

**"Hedge Counterparty"** means a Lender or an affiliate of a Lender which has become party to the Senior Facility Agreement.

**"Hedging Letter"** means the letter dated 23 February 2007 between the Parent and the Facility Agent setting out the hedging strategy agreed in relation to the Senior Facilities.

**"Holding Account"** means an account which is:

- (a) identified in a letter between the Parent and the Facility Agent as a Holding Account;
- (b) subject to Security in favour of the Security Trustee which security is in form and substance reasonably satisfactory to the Facility Agent and Security Trustee (for the avoidance of doubt, any accounts subject to the Transaction Security as an **"Assigned Account"** shall be deemed to be satisfactory to the Facility Agent and the Security Trustee); and
- (c) from which no withdrawals may be made by any member of the Group save other than as permitted under the Facility Agreement or as otherwise agreed between the Company and the Facility Agent.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights in each case as set out in Schedule 5 (*Details of Intellectual Property*) to this Form.

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Issuing Bank"** means The Royal Bank of Scotland plc.

**"Lenders"** means

- (a) The Royal Bank of Scotland plc and Calyon; and
- (b) any bank, financial institution (including a trust), fund, vehicle or other entity engaged in or established for the making of or purchasing or investing in loans and/or securities, which has become a party to the Senior Facility Agreement in accordance with Clause 26 (*Changes to the Lenders*) of the Senior Facility Agreement,

which in each case has not ceased to be a party to the Senior Facility Agreement in accordance with the terms of the Senior Facility Agreement.

**"Mandated Lead Arrangers"** means The Royal Bank of Scotland plc and Calyon.

**"Mandatory Prepayment Account"** means an interest-bearing account:

- (a) identified in a letter between the Parent and the Facility Agent as a Mandatory Prepayment Account;
- (b) subject to Security in favour of the Security Trustee which security is in form and substance reasonably satisfactory to the Facility Agent and Security Trustee (for the avoidance of doubt, any accounts subject to the Transaction Security as an **"Assigned Account"** shall be deemed to be satisfactory to the Facility Agent and the Security Trustee); and
- (c) from which no withdrawals may be made by any member of the Group save other than as permitted under the Senior Facility Agreement or as otherwise agreed between the Company and the Facility Agent.

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Mortgage"** means a mortgage or charge in respect of all the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 6 (*Form of Legal Mortgage*) to the Debenture.

**"Obligor"** means each Original Obligor and any subsidiary of the Parent which becomes a party as an Obligor in accordance with the relevant provisions of the Senior Facility Agreement.

**"Original Obligor"** means each of Parent, Welcome Break Group Limited, Welcome Break Limited and Motorway Services Limited.

**"Parent"** means Welcome Break Holdings (1) Limited.

**"Real Property"** means:

- (a) any freehold, leasehold or ~~immovable~~ property (including the Specified Real Property); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, agreements, leases, side letters, warranties, remedies, security, indemnities, deeds, licences, undertakings, guarantees, covenants, bonds, representations and other documents (including, but not limited to, all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder); and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facility Agreement.

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate, the Facility Agent, any Hedge Counterparty and each Lender from time to time party to the Facility Agreement.

**"Security"** means a mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered

into for the purpose of conferring preferential rights over an asset to any creditor having a similar effect.

**"Selection Notice"** means a notice substantially in the form set out in Part III of Schedule 3 (*Requests*) to the Senior Facility Agreement given in accordance with clause 12 (*Interest Periods and Terms*) of the Senior Facility Agreement.

**"Senior Facilities"** means the senior loan facilities made available under the Senior Facility Agreement.

**"Senior Facility Agreement"** means the facility agreement dated 23 February 2007 made between, Welcome Break Holdings (1) Limited as Parent, Welcome Break Group Limited as Original Borrower, Welcome Break Group Limited, Welcome Break Limited, Motorway Services Limited and the Parent as Original Guarantors, The Royal Bank of Scotland plc and Calyon, London as Mandated Lead Arrangers, The Royal Bank of Scotland plc as Facility Agent, Security Trustee, Issuing Bank, and the Lenders (as amended, varied, novated or supplemented from time to time.)

**"Specified Real Property"** means the freehold and leasehold property in England and Wales specified in Schedule 4 (*Details of Real Property*) to this Form.

**"Subsidiary"** means in relation to a company or corporation, any company or corporation:

- (a) which is controlled, directly or indirectly, by the first-mentioned company or corporation;
- (b) more than half the issued voting share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first-mentioned company or corporation

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and **"Subsidiaries"** means all of them.

**"Syndication Letter"** means the letter from the Mandated Lead Arrangers to the Parent dated 23 February 2007 and relating to certain matters affecting the syndication of the Facilities.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Trustee or, as the case may be, the Finance Parties under the Senior Facility Agreement or pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means each of the following documents:

- (a) the charges, standard securities, pledges and assignments and other security documents in form and substance acceptable to the Security Trustee and the Facility Agent and identified in and delivered to the Facility Agent under the Senior Facility Agreement; and
- (b) any other document entered into by any member of the Group creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Senior Finance Documents.

**"Utilisation Request"** means a notice substantially in the form set out in Part I of Schedule 3 (*Requests*) to the Senior Facility Agreement.



## SCHEDULE 2

### AMOUNT SECURED BY THE MORTGAGE OR CHARGE

*Covered*

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Senior Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Senior Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee after an Enforcement Event when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

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### SCHEDULE 3

#### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

#### FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
  - (i) the Specified Real Property;
  - (ii) the Tangible Moveable Property;
  - (iii) the Accounts;
  - (iv) the Intellectual Property;
  - (v) any goodwill and rights in relation to the uncalled capital of the Company;
  - (vi) the Investments; and
  - (vii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.
- (b) subject to (c) below, assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
  - (i) the proceeds of any Insurance Policy and all Related Rights; and
  - (ii) all rights and claims in relation to any Assigned Account.
- (c) the fixed security from time to time constituted under the Debenture does not extend to any asset situated in Scotland to the extent that, and for so long as, any such fixed security would be invalid or effective under Scottish law.
- (d) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security

created under a Senior Finance Document in favour of the Security Trustee as security for the Secured Obligations.

- (e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

**FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

**NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

**SCHEDULE 4**  
**DETAILS OF REAL PROPERTY**

Freehold or leasehold property In England and Wales of which the Company is registered as  
proprietor of at the Land Registry

<b>Description of Property</b>	<b>Title Number</b>
CHARNOCK RICHARD MSA	LAN343 (L)
	LA964998 (F)
KEELE MSA	SF488812 (L)
	SF488813 (L)
	SF488814 (L)

**SCHEDULE 5**  
**DETAILS OF INTELLECTUAL PROPERTY**

<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Status</b>	<b>Class</b>
WELCOME BREAK	1062278	Registered	29
WELCOME BREAK	1062279	Registered	30
WELCOME BREAK	1185267	Registered	29 30 32 33
WELCOME BREAK	1203308	Registered	29
WELCOME BREAK	1203309	Registered	30
WELCOME BREAK	1203310	Registered	32
WELCOME BREAK	1344652	Registered	42

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00637019

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 23rd FEBRUARY 2007 AND CREATED BY MOTORWAY SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2007.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —