

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

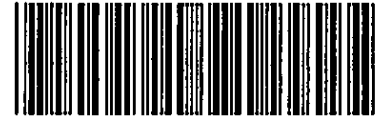
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



"L21676B4"

L11

30/01/2013

#103

COMPANIES HOUSE

1

Company details

Company number 0 0 6 3 7 0 1 9

Company name in full Motorway Services Limited
(the "Chargor")

For official use



Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 29 01 2013

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A mortgage dated 29 January 2013 made between the Chargor and Lloyds TSB
Bank plc as security trustee for each of the Finance Parties (the
"Security Trustee") (the "Mortgage")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All the Liabilities and all other present and
future obligations and liabilities of each Obligor
(whether actual or contingent, whether owed
jointly, severally or in any other capacity
whatsoever and whether originally incurred by that
Obligor or by some other person) 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 each of the
Finance Documents including any liability in
respect of any further advances made under the
Finance Documents, except for any obligation or
liability which, if it were included, would cause
that obligation or liability or any of the Security
in respect thereof, to be unlawful, prohibited or
invalid by or under any applicable law (the
"Secured Obligations")

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Lloyds TSB Bank plc

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Please see continuation sheet (C3) for the short particulars

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance*

X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Stephanie Stocker 70-40538902

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged																																		
	Please give the short particulars of the property mortgaged or charged																																		
Short particulars	<p>Fixed Security</p> <p>The Chargor has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations by way of legal mortgage the freehold and leasehold property specified below</p> <table> <tr> <th>County and District/ Borough</th><th>Description of Property</th><th>Title Number</th></tr> <tr> <td>Staffordshire Newcastle-Under-Lyme</td><td>The leasehold land being land at Keele Motorway Services Area</td><td>SF488812</td></tr> <tr> <td>Staffordshire Newcastle-Under-Lyme</td><td>The leasehold land being land on the east side of Keele Motorway Services Area</td><td>SF488813</td></tr> <tr> <td>Staffordshire Newcastle-Under-Lyme</td><td>The leasehold land being land at Keele Motorway Services Area</td><td>SF488814</td></tr> <tr> <td>Lancashire Chorley</td><td>The leasehold land being land forming part of Charnock Richard Motorway Service Area</td><td>LAN343</td></tr> <tr> <td>Lancashire Chorley</td><td>The leasehold land being Charnock Richard Motorway Service Area</td><td>LA963813</td></tr> <tr> <td>Lancashire Chorley</td><td>The freehold land being part of Charnock Richard Motorway Service Area</td><td>LA964998</td></tr> <tr> <td>Milton Keynes</td><td>Leasehold land being Newport Pagnell Travelodge, Little Linford Lane, Newport Pagnell</td><td>BM294277</td></tr> <tr> <td>Milton Keynes</td><td>Lease dated 18 November 2009 of all that property known as Newport Pagnell Motorway Service Area made between Welcome Break Limited (1) and Motorway Services Limited (2)</td><td>Unregistered</td></tr> <tr> <td>Milton Keynes</td><td>Reversionary underlease dated 18 December 2012 made between (1) Welcome Break Limited and (2) Motorway Services Limited for a term commencing 31 July 2013 and expiring on 31 January 2020</td><td>Allocated BM376056</td></tr> <tr> <td>Staffordshire Newcastle-Under-Lyme</td><td>Reversionary underlease dated 18 December 2012 made between (1) Welcome Break Limited and (2) Motorway Services Limited for a term commencing 22 August 2013 and expiring on 31 January 2020</td><td>Allocated SF586153</td></tr> </table> <p>Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule</p>	County and District/ Borough	Description of Property	Title Number	Staffordshire Newcastle-Under-Lyme	The leasehold land being land at Keele Motorway Services Area	SF488812	Staffordshire Newcastle-Under-Lyme	The leasehold land being land on the east side of Keele Motorway Services Area	SF488813	Staffordshire Newcastle-Under-Lyme	The leasehold land being land at Keele Motorway Services Area	SF488814	Lancashire Chorley	The leasehold land being land forming part of Charnock Richard Motorway Service Area	LAN343	Lancashire Chorley	The leasehold land being Charnock Richard Motorway Service Area	LA963813	Lancashire Chorley	The freehold land being part of Charnock Richard Motorway Service Area	LA964998	Milton Keynes	Leasehold land being Newport Pagnell Travelodge, Little Linford Lane, Newport Pagnell	BM294277	Milton Keynes	Lease dated 18 November 2009 of all that property known as Newport Pagnell Motorway Service Area made between Welcome Break Limited (1) and Motorway Services Limited (2)	Unregistered	Milton Keynes	Reversionary underlease dated 18 December 2012 made between (1) Welcome Break Limited and (2) Motorway Services Limited for a term commencing 31 July 2013 and expiring on 31 January 2020	Allocated BM376056	Staffordshire Newcastle-Under-Lyme	Reversionary underlease dated 18 December 2012 made between (1) Welcome Break Limited and (2) Motorway Services Limited for a term commencing 22 August 2013 and expiring on 31 January 2020	Allocated SF586153	
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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS SCHEDULE

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Ancillary Facility" means any ancillary facility made available upon request as described in Clause 8 (*Ancillary Facilities*) of the Senior Facilities Agreement. For the avoidance of doubt, this definition does not include a Fronted Ancillary Facility

"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with Clause 8 (*Ancillary Facilities*) of the Senior Facilities Agreement

"Charged Property" means the Common Charged Property and the Junior Charged Property

"Common Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Common Transaction Security

"Common Security Agent" means Lloyds TSB Bank plc as common security agent

"Common Transaction Security" means

(a) any Security granted by a member of the Senior Group in favour of the Common Security Agent as trustee for the Secured Creditors,

(b) any Security over the shares in the Company which is created by the Parent in favour of the Common Security Agent as trustee for the Secured Creditors, and

(c) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Common Security Agent as trustee for the Secured Creditors is created in favour of

(1) all the Secured Creditors in respect of their Liabilities, or

(11) the Security Agent under a parallel debt structure for the benefit of all the Secured Creditors,

and which ranks in the order of priority contemplated in Clause 2.2 (*Transaction Security*) of the Intercreditor Agreement

"Common Transaction Security Documents" has the meaning given in the Intercreditor Agreement

"Company" means Welcome Break Group Limited, a company incorporated under the laws of England and Wales with registration number 03147949

"Creditor" means any of the Senior Creditors, the Junior Creditors, the Intra Group Lenders, the Parent and the Subordinated Creditor

"Debt Documents" means the Intercreditor Agreement, the Senior Debt Documents, the Hedging Agreements, the Junior Debt Documents, the Security Documents, any agreement evidencing the terms of the Subordinated Liabilities or the Intra Group Liabilities and any other document designated as such by the Common Security Agent

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>and the Parent</p> <p>"Debtor" means each original debtor under the Intercreditor Agreement and any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Delegate" means any delegate, agent, attorney or co trustee appointed by a Security Agent</p> <p>"Finance Documents" means the Senior Finance Documents and the Junior Debt Documents</p> <p>"Finance Party" means the Senior Facility Agent, the Mandated Lead Arrangers, the Security Trustee, a Lender, the Issuing Bank or a Hedge Counterparty or any Ancillary Lender or any Fronting Ancillary Lender</p> <p>"Fronted Ancillary Facility" has the meaning given in paragraph (d) of Clause 8 2 (<i>Availability</i>) of the Senior Facilities Agreement</p> <p>"Fronting Ancillary Lender" means a Lender which makes available a Fronted Ancillary Facility in accordance with paragraph (d) of Clause 8 2 (<i>Availability</i>) of the Senior Facilities Agreement</p> <p>"Group" means Holdco and its Subsidiaries</p> <p>"Hedge Counterparty" has the meaning given in the Intercreditor Agreement</p> <p>"Hedging Agreement" means any agreement (being a 1992 or 2002 ISDA Master Agreement as published by the International Swaps and Derivatives Association, Inc , 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 under the Senior Facilities Agreement in accordance with the Hedging Letter and the Senior Facilities Agreement</p> <p>"Hedging Letter" means the letter dated 17 January 2013 between the Parent and/or any other member of the Group and the Senior Facility Agent setting out the hedging strategy agreed in relation to the facilities under the Senior Facilities Agreement</p> <p>"Holdco" means Welcome Break No 1 Limited, a company incorporated under the laws of England and Wales with registration number 08331837</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Insolvency Event" means, in relation to any member of the Group</p> <p>(a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of that member of the Group, a moratorium is declared in relation to any indebtedness of that member of the Group or an administrator is appointed to that member of the Group,</p> <p>(b) any composition, compromise, assignment or arrangement is made with its</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>creditors generally,</p> <p>(c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that member of the Group or any of its assets, or</p> <p>(d) any analogous procedure or step is taken in any jurisdiction</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 17 January 2013 and made between, among others, the Parent, the Company, the Senior Facility Agent, the Junior Facility Agent, the Common Security Agent, the Junior Security Agent, the Subordinated Creditor and the Intra-Group Lenders</p> <p>"Intra Group Lenders" means each Senior Debtor which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another Debtor and which is named on the signing pages as an Intra Group Lender or which becomes a party as an Intra Group Lender in accordance with the terms of Clause 19 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Intra Group Liabilities" means the liabilities owed by any Debtor to any of the Intra Group Lenders</p> <p>"Issuing Bank" means any Lender which has become an Issuing Bank pursuant to Clause 6.6 (<i>Appointment of additional Issuing Banks</i>) of the Senior Facilities Agreement (and if there is more than one such Lender, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Bank Guarantee (as defined under the Senior Facilities Agreement) issued or to be issued pursuant to the terms of this Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Bank Guarantee (as defined under the Senior Facilities Agreement)</p> <p>"Junior Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Junior Transaction Security</p> <p>"Junior Creditors" means the Junior Facility Agent and each Junior Lender</p> <p>"Junior Debt Documents" has the meaning given to the term "Finance Documents" in the Junior Facility Agreement</p> <p>"Junior Facility Agent" means Elavon Financial Services Limited, a limited liability company registered in Ireland, with its registered office at Block E, Cherrywood Business Park, Loughlinstown, Dublin, Ireland, acting through its UK branch from its offices at 125 Old Broad Street, London EC2N 1AR</p> <p>"Junior Facility Agreement" means the holdco facility agreement dated 17 January 2013 and made between, amongst others, Welcome Break No 1 Limited as borrower, the Junior Lenders and the Junior Facility Agent on behalf of such Junior Lenders (as amended, varied, novated or supplemented from time to time)</p> <p>"Junior Lenders" means Blackstone/GSO Capital Solutions Onshore Funding (Luxembourg) S à r l and Blackstone/GSO Capital Solutions Offshore Funding (Luxembourg) S à r l</p> <p>"Junior Security Agent" means U S Bank Trustees Limited</p> <p>"Junior Transaction Security" means the Security (other than the Common</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Transaction Security) created or evidenced or expressed to be created or evidenced in favour of the Junior Creditors under or pursuant to the Junior Transaction Security Document</p> <p>"Junior Transaction Security Document" has the meaning given in the Intercreditor Agreement</p> <p>"Lender" means</p> <p>(a) any original lender listed in Part B of Schedule 1 (<i>The Original Parties</i>) of the Senior Facilities Agreement as lenders, and</p> <p>(b) any bank, financial institution (including a trust), fund, vehicle or other entity in each case which is engaged in or established for the making of or purchasing or investing in commercial loans and/or securities which has become a party in accordance with Clause 22 (<i>Increase</i>) or Clause 26 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement,</p> <p>which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement</p> <p>"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 or in any other capacity (and including, without limitation, interest and fees that accrue after the commencement by or against any member of the Group or an Affiliate thereof of an Insolvency Event naming such person as the debtor in such proceeding regardless of whether such interest and fees are allowed claims in such proceedings) together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <p>(a) any refinancing, novation, deferral or extension,</p> <p>(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,</p> <p>(c) any claim for damages or restitution, and</p> <p>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</p> <p>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</p> <p>"Mandated Lead Arrangers" means Investec Bank Plc, The Co-operative Bank plc, Lloyds TSB Bank plc, NIBC Financing NV, Abbey National Treasury Services, plc (trading as "Santander Global Banking & Markets"), ING Bank N.V., London Branch, Scotiabank Europe plc, Harbourmaster Pro-Rata CLO 2 BV, Harbourmaster Pro-Rata CLO 3 BV and Harbourmaster CLO 9 BV as mandated lead arrangers</p> <p>"Obligor" means a Borrower or a Guarantor (each term as defined in the Senior Facilities Agreement</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Parent" means Welcome Break Holdings (1) Limited, a company incorporated under the laws of England and Wales with registration number 04099287.

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Secured Creditors" has the meaning given in the Intercreditor Agreement

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Senior Facility Agent, the Mandated Lead Arrangers, the Senior Lenders, each Hedge Counterparty, the Junior Facility Agent and the Junior Lenders from time to time party to the Intercreditor Agreement **provided that** in the case of the Senior Facility Agent, the Junior Facility Agent, the Senior Lenders, the Junior Lenders and each Hedge Counterparty, such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means the Common Security Agent and/or the Junior Security Agent

"Security Documents" means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Creditors as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Debt Documents" means the Senior Finance Documents and the Hedging Agreements

"Senior Debtor" means each member of the Senior Group that is an original debtor under the Intercreditor Agreement and any person that is a member of the Senior Group which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 19 (*Changes to the Parties*) of the Intercreditor Agreement

"Senior Facilities Agreement" means the senior facilities agreement dated 17 January 2013 and made between, amongst others, the Parent, the Company, the companies listed in Part A of Schedule 1 (*The Original Parties*) therein as the Original Obligors, the financial institutions listed in Part B of Schedule 1 (*The Original Parties*) therein as the Original Lenders, the Senior Facility Agent and the Security Trustee (as amended, varied, novated or supplemented from time to

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Short particulars

time)

"Senior Facility Agent" means Lloyds TSB Bank plc

"Senior Finance Documents" means the Senior Facilities Agreement, the Intercreditor Agreement, any Fee Letter, the Hedging Letter, any Accession Letter, any Selection Notice, any Utilisation Request, any Resignation Letter, any Transaction Security Document, any Ancillary Document, any Fronted Ancillary Document, any Hedging Agreement and any other document designated in writing as a "Finance Document" by both the Senior Facility Agent and the Company (each term, to the extent not defined herein, as defined in the Intercreditor Agreement)

"Senior Group" means the Parent and its Subsidiaries from time to time

"Senior Lenders" means each Lender, the Issuing Bank and the Ancillary Lender (each term as defined in the Senior Facilities Agreement)

"Subordinated Creditor" means Welcome Break Holdings (2) Limited, a company incorporated under the laws of England and Wales with registration number 04379574

"Subordinated Liabilities" means all Liabilities owed by any member of the Senior Group to the Subordinated Creditor at any time

"Subsidiary" means

(a) a subsidiary as defined in Section 1159 of the Companies Act 2006; or

(b) unless the context otherwise requires, a subsidiary undertaking as defined in Section 1162 of the Companies Act 2006

"Transaction Security Documents" means the Junior Transaction Security Document and the Common Transaction Security Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 637019
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 29 JANUARY
2013 AND CREATED BY MOTORWAY SERVICES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE 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 25 OF THE COMPANIES ACT
2006 ON THE 30 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2013

DX



Companies House



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