

# MG01

## Particulars of a mortgage or charge



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**iris**  
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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

WEDNESDAY



\*L2167694\*

L11

30/01/2013

#94

COMPANIES HOUSE

**1**

### Company details

Company number 0 0 6 3 7 0 1 9

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

112

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 d2 d9 m0 m1 y2 y0 y1 y3

**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 debenture dated 29 January 2013 granted by the Chargor in favour of Lloyds TSB Bank plc as trustee for each of the Secured Parties (the "Security Trustee") (the "Debenture")

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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

#### 1 Covenant to Pay

The Chargor, as primary obligor and not only as surety, has covenanted with the Security Trustee that it shall, if a Secured Obligation has become due, on demand of the Security Trustee pay, discharge and satisfy the Secured Obligations in accordance with the requirements of the Finance Documents under which such obligation arose including any liability in respect of any further advances made under the Finance Documents and the Chargor shall pay to the Security Trustee after an Acceleration Event when due and payable every sum at any time owing, due or incurred by any Obligor to the Security Trustee or any of the other Secured Parties in respect of such liabilities

#### 2 Fixed Security

##### 2 1 Mortgage of Real Property

The Chargor has charged, by way of first legal mortgage, its Mortgaged Property

##### 2 2 Fixed charge over Real Property

The Chargor has charged (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4 1 (Mortgage of Real Property) of the Debenture), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

##### 2 3 Fixed charge over Tangible Moveable Property

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

##### 2 4 Fixed charge over Accounts

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights

##### 2 5 Fixed charge over Monetary Claims

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its 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 (to the extent not already charged under this paragraph)

##### 2 6 Fixed charge over Investments

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

##### 2 7 Fixed charge over Shares

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights

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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

(whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**2 8 Fixed charge over Intellectual Property**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

**2 9 Fixed charge over goodwill**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of the Chargor

**2 10 Fixed charge over other assets**

The Chargor has charged (to the extent not validly and effectively assigned pursuant to Clauses 4 11 (*Assignment of Control Accounts*) to 4 12 (*Assignment of Insurance Policies*) of the Debenture) or to the extent such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Control Account and each Insurance Policy of the Chargor and all Related Rights in relation to each of those assets

**2 11 Assignment of Control Accounts**

The Chargor has assigned with full title guarantee to the Security Trustee as security for the payment and discharge of the Secured Obligations, all of its rights, claims, title and interest from time to time in and to each Control Account of the Chargor and all Related Rights

**2 12 Assignment of Insurance Policies**

The Chargor has assigned with full title guarantee to the Security Trustee as security for the payment and discharge of the Secured Obligations, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of the Chargor and all Related Rights

**3 Floating Charge**

**3 1 Floating Charge**

(a) The Chargor has charged by way of first floating charge in favour of the Security Trustee all present and future assets and undertaking of the Chargor

(b) The floating charge created pursuant to paragraph (a) of Clause 5 1 of the Debenture (as set out in paragraph 3 1(a) above) shall be deferred in point of priority to all Fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5 1 of the Debenture (as set

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out in paragraph 3 1(a) above)

3 2 Crystallisation by notice

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to Clause 5 1 (*Floating Charge*) of the Debenture (as set out in paragraph 3 1 above) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) an Acceleration Event has occurred and is continuing,
- (b) the Security Trustee reasonably considers that any of the Charged Assets with an aggregate market value in excess of £500,000 may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (c) any Chargor (as defined under the Debenture) requests the Security Trustee to exercise any of its powers under the Debenture or any Legal Charge

3 3 Crystallisation automatic

(a) Notwithstanding Clause 5 2 (*Crystallisation by notice*) (as set out in paragraph 3 2 above) of the Debenture and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 5 1 (*Floating Charge*) of the Debenture (as set out in paragraph 3 1 above) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

(1) any Chargor (as defined under the Debenture) creates or attempts to create any Security (other than any Security permitted under the terms of the Senior Facilities Agreement or the Junior Facility Agreement), over any of the Charged Assets,

(11) any person levies any distress, execution, diligence, arrestment, inhibition or other process against any of the Charged Assets with an aggregate market value in excess of £500,000,

(111) an Administration Event occurs,

(1v) a Receiver is appointed over all or any of the Charged Assets;

(v) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor,

(v1) a petition is presented for the compulsory winding-up of any Chargor (as defined under the debenture),

(v11) a provisional liquidator is appointed to any Chargor, or

(v111) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction

(b) The floating charge created pursuant to Clause 5 1 (*Floating Charge*) of the Debenture (as set out in paragraph 3 1 above) may not be converted into a fixed charge in respect of any Charged Asset situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising its powers in Scotland

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#### Short particulars

pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion

#### 4 Further assurance

##### 4 1 Further Assurance

(a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below

(b) Subject to the Agreed Security Principles, and if required by the Security Trustee (acting reasonably) the Chargor shall promptly, at its own cost, enter into, execute and complete a Legal Charge over any Real Property in England and Wales not already the subject of a registrable Legal Charge and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s)

(1) to create, perfect and/or protect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights,

(11) to confer on the Security Trustee Security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture and each Legal Charge to which it is a party, and/or

(111) to facilitate the realisation of the Charged Assets

##### 4 2 Necessary Action

Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture and each Legal Charge to which it is a party

#### 5 Negative pledge and restriction on dealings

Except as permitted under the Senior Facilities Agreement and the Junior Facility Agreement no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

#### 6 Power of Attorney

##### 6 1 Appointment and powers

The Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to



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## Particulars of a mortgage or charge

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#### Short particulars

- (a) execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a registrable Legal Charge, and
- (b) execute, deliver and perfect all other documents and do all things which the attorney may reasonably consider to be required or desirable for
- (1) carrying out any obligation imposed on any Chargor by the Debenture, or any Legal Charge (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets), and
- (11) enabling the Security Trustee and any Receiver to exercise (subject to Clause 8 4 (Waiver of voting rights by Security Trustee) of the Debenture, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Debenture, each Legal Charge or by law (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets)
- 6 2 Ratification
- The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers
- 7 Continuing security**
- (a) The Security created by or pursuant to this Debenture and each Legal Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee in writing
- (b) No part of the Security from time to time intended to be constituted by this Debenture or any Legal Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations
- Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule
- DEFINITIONS SCHEDULE
- "Acceleration Event"** means a Senior Acceleration Event or a Junior Acceleration Event
- "Account"** means each of the accounts, now or in the future, opened or maintained by the Chargor with the Security Trustee, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby
- "Administration Event"** means
- (a) the presentation of an application by any person who is entitled to do so to the court for the making of an administration order in relation to any Chargor, or
- (b) the giving of written notice by any person (who is entitled to do so) of

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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>its intention to appoint an administrator of any Chargor or the filing of such a notice with the court</p> <p><b>"Affiliate"</b> 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</p> <p><b>"Agreed Security Principles"</b> means the principles set out in Schedule 13 (Agreed Security Principles) of the Senior Facilities Agreement</p> <p><b>"Charged Assets"</b> means all of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to the Debenture and any Legal Charge</p> <p><b>"Collateral Rights"</b> means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture and/or any Legal Charge or by law</p> <p><b>"Common Security Agent"</b> means Lloyds TSB Bank plc as common security agent</p> <p><b>"Common Transaction Security"</b> means</p> <p>(a) any Security granted by a member of the Senior Group in favour of the Common Security Agent as trustee for the Secured Creditors,</p> <p>(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</p> <p>(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</p> <p>(1) all the Secured Creditors in respect of their Liabilities, or</p> <p>(11) the Security Agent under a parallel debt structure for the benefit of all the Secured Creditors,</p> <p>and which ranks in the order of priority contemplated in Clause 2 2 (Transaction Security) of the Intercreditor Agreement</p> <p><b>"Common Transaction Security Documents"</b> has the meaning given in the Intercreditor Agreement</p> <p><b>"Company"</b> means Welcome Break Group Limited, a company incorporated under the laws of England and Wales with registration number 03147949</p> <p><b>"Control Account"</b> means any Mandatory Prepayment Account or Holding Account or Debt Service Reserve Account</p> <p><b>"Creditor"</b> means any of the Senior Creditors, the Junior Creditors, the Intra Group Lenders, the Parent and the Subordinated Creditor</p> <p><b>"Debt Documents"</b> 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 and the Parent</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

**"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 (*Changes to the Parties*) of the Intercreditor Agreement

**"Debt Service Reserve Account"** means an interest bearing-account

(a) held in the United Kingdom by the Parent with the Senior Facility Agent or the Security Trustee,

(b) identified in a letter between the Parent and the Senior Facility Agent as a Debt Service Reserve Account,

(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Senior Facility Agent and the Security Trustee, and

(d) from which no withdrawals may be made by the Parent except as contemplated by the Senior Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time

**"Delegate"** means any delegate, agent, attorney or co trustee appointed by a Security Agent

**"Eligible Deposit Bank"** means (a) any lender under the Senior Facilities Agreement, (b) any bank or financial institution with a short-term rating of at least A- granted by Standard and Poor's Corporation or A- granted by Moody's Investor Service Inc, or (c) any financial institution approved by the Senior Facility Agent

**"Finance Documents"** means the Senior Finance Documents and the Junior Debt Documents

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (*Fixed Security*) of the Debenture

**"Group"** means Holdco and its Subsidiaries

**"Hedge Counterparty"** has the meaning given in the Intercreditor Agreement

**"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

**"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

**"Holdco"** means Welcome Break No 1 Limited, a company incorporated under the laws

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of England and Wales with registration number 08331837

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

(a) identified in a letter between the Parent and the Senior 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 Senior Facility Agent and Security Trustee (for the avoidance of doubt, any accounts subject to the Transaction Security as a Control Account shall be deemed to be satisfactory to the Senior 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 Facilities Agreement or as otherwise agreed between the Company and the Senior Facility Agent

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**"Insolvency Event"** means, in relation to any member of the Group

(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,

(b) any composition, compromise, assignment or arrangement is made with its creditors generally,

(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

(d) any analogous procedure or step is taken in any jurisdiction

**"Insurance Policy"** means any policy of insurance specified in Schedule 4 (*Insurance Policies*) of the Debenture and any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest (as amended or supplemented)

**"Intellectual Property"** means the intellectual property specified in Schedule 2 (*Intellectual Property*) of the Debenture and any patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which the Chargor may from time to time have an interest

**"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

**"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

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Short particulars	<p>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><b>"Intra Group Liabilities"</b> means the Liabilities owed by any Debtor to any of the Intra Group Lenders</p> <p><b>"Investments"</b> means any</p> <p>(a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),</p> <p>(b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,</p> <p>(c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,</p> <p>(d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and</p> <p>(e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,</p> <p>in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time)</p> <p><b>"Junior Acceleration Event"</b> means the Junior Facility Agent exercising any of its rights under Clause 25 19 (<i>Acceleration</i>) of the Junior Facility Agreement</p> <p><b>"Junior Creditors"</b> means the Junior Facility Agent and each Junior Lender</p> <p><b>"Junior Debt Documents"</b> has the meaning given to the term "Finance Documents" in the Junior Facility Agreement</p> <p><b>"Junior Facility Agent"</b> 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><b>"Junior Facility Agreement"</b> 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><b>"Junior Lenders"</b> 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><b>"Junior Security Agent"</b> means U S Bank Trustees Limited</p>

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**"Junior Transaction Security"** means the Security (other than the Common 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

**"Junior Transaction Security Document"** has the meaning given in the Intercreditor Agreement

**"Legal Charge"** means a charge by way of legal mortgage in respect of all or any part of the Real Property between the Chargor and the Security Trustee substantially in the form of Schedule 5 (*Form of Legal Charge*) of the Debenture

**"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

(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

**"Mandated Lead Arrangers"** means Investec Bank Plc, The Co-operative Bank p l c, Lloyds TSB Bank plc, NIBC Financing N V , 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 B V , Harbourmaster Pro-Rata CLO 3 B V and Harbourmaster CLO 9 B V as mandated lead arrangers

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

(a) held with an Eligible Deposit Bank,

(b) identified in a letter between the Parent and the Senior Facility Agent as a Mandatory Prepayment Account,

(c) subject to Security in favour of the Security Trustee which Security is in form and substance reasonably satisfactory to the Senior Facility Agent and Security Trustee (for the avoidance of doubt, any accounts subject to the Transaction Security as a Control Account shall be deemed to be satisfactory to

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>the Senior Facility Agent and the Security Trustee), and</p> <p>(d) from which no withdrawals may be made by any member of the Group save other than as permitted under the Senior Facilities Agreement or as otherwise agreed between the Company and the Senior Facility Agent</p> <p><b>"Monetary Claims"</b> means any book and other debts and monetary claims owing to the Chargor 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 Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p><b>"Mortgaged Property"</b> means the freehold and leasehold property specified in the schedule to each Legal Charge</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor (each term as defined in the Senior Facilities Agreement</p> <p><b>"Parent"</b> means Welcome Break Holdings (1) Limited, a company incorporated under the laws of England and Wales with registration number 04099287</p> <p><b>"Payment"</b> 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)</p> <p><b>"Real Property"</b> means (including as provided in Clause 1 8 (<i>Real Property</i>) of the Debenture), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which the Chargor has an interest</p> <p><b>"Receiver"</b> means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment</p> <p><b>"Related Rights"</b> means, in relation to any asset</p> <p>(a) the proceeds of sale or rental of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p><b>"Secured Creditors"</b> has the meaning given in the Intercreditor Agreement</p> <p><b>"Secured Parties"</b> 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 <b>provided that</b> in the case of the Senior Facility Agent, the Junior Facility Agent, the Senior Lenders, the Junior Lenders</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

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

**"Security Period"** means the period beginning on the date of the Debenture and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents

**"Senior Acceleration Event"** means the Senior Facility Agent exercising any of its rights under Clause 25 19 (Acceleration) of the Senior Facilities Agreement

**"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 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



# MG01 - continuation page

## 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>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)</p> <p><b>"Senior Group"</b> means the Parent and its Subsidiaries from time to time</p> <p><b>"Senior Lenders"</b> means each Lender, the Issuing Bank and the Ancillary Lender (each term as defined in the Senior Facilities Agreement)</p> <p><b>"Shares"</b> means all of the shares in the capital of Welcome Break Group Limited, Welcome Break Limited and Motorway Services Limited held by, to the order, or on behalf, of the Chargor at any time</p> <p><b>"Subordinated Creditor"</b> means Welcome Break Holdings (2) Limited, a company incorporated under the laws of England and Wales with registration number 04379574</p> <p><b>"Subordinated Liabilities"</b> means all Liabilities owed by any member of the Senior Group to the Subordinated Creditor at any time</p> <p><b>"Subsidiary"</b> means</p> <p>(a) a subsidiary as defined in Section 1159 of the Companies Act 2006, or</p> <p>(b) unless the context otherwise requires, a subsidiary undertaking as defined in Section 1162 of the Companies Act 2006</p> <p><b>"Tangible Moveable Property"</b> means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress)</p> <p><b>"Transaction Security"</b> means the Junior Transaction Security and the Common Transaction Security</p> <p><b>"Transaction Security Documents"</b> means the Junior Transaction Security Document and the Common Transaction Security Documents</p>	



## **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. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE 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



**Companies House**

DX



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