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COMPANIES FORM No. 395

00400107

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985:

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

21 JUN 2004

For official use

Company number

Name of company

* WELCOME BREAK LIMITED (the "Company")

01735476

Date of creation of the charge

17 June 2004

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

(A deed of) mortgage dated 17 June 2004 (the "Deed") made by the Company in favour of The Royal Bank of Scotland plc (the "Security Trustee") as security trustee.

Amount secured by the mortgage or charge

See Schedule 2 (Details of amount secured by the Mortgage).
Please refer to Schedule 1 (Definitions) for 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, which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of and in accordance with the Intercreditor Agreement.

Postcode EC2M 3UR

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

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

YEBG/GXXM/R0021/06905/JXJ

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

LG30445X

0360
21/06/04
1649290

Short particulars of all the property mortgaged or charged

See Schedule 3 (Details of mortgaged property).

Please refer to Schedule 1 (Definitions) for definitions.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed



Date 21 June 2004

On behalf of [company] [mortgagee/chargee]

The Royal Bank of Scotland plc

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Definitions

In this Form 395:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facility Agreements.

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

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

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

"Debenture" means the composite debenture document dated 8 June 2004 and made between Welcome Break Holdings (1) Limited, Welcome Break Group Limited, Welcome Break Limited, Motorway Services Limited and Welcome Break Finance (2) Limited and The Royal Bank of Scotland plc as Security Trustee.

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

"Enforcement Event" means any Event of Default in respect of which notice has been served and is outstanding pursuant to Clause 25.19 (*Acceleration*) of the Senior Facility Agreement or the equivalent provisions of the Mezzanine Facility Agreement.

"Event of Default" means any event or circumstance specified as such under the Facility Agreements.

"Facility Agreements" means the Senior Facility Agreement and the Mezzanine Facility Agreement.

"Fee Letter" means:

- (a) the fee letter dated 29 April 2004 from the Mandated Lead Arranger to Welcome Break Holdings 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 8.7 (*Interest, Commitment Commission and Fees on Ancillary Facilities*) of the Senior Facility Agreement.

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

"Hedging Agreement" means any agreement in agreed form 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 Senior Facilities and the Mezzanine Facility in accordance with the Hedging Letter.

"Hedge Counterparties" means any financial institution which becomes a party in accordance with the terms of Clause 6 (*Hedge Counterparties: Rights and Obligations*) or Clause 17.3 (*Change of Hedge Counterparty*) of the Intercreditor Agreement; and **"Hedge Counterparty"** means any one of them.

"Hedging Letter" means the letter dated on or about the date hereof between the Parent and/or any other member of the Group and the Senior Facility Agent and the Mezzanine Facility Agent setting out the hedging strategy agreed in relation to the Senior Facilities and the Mezzanine Facility.

"Intercreditor Agreement" means the intercreditor agreement dated 8 June 2004 and made between, among others, the Senior Facility Agent, the Mezzanine Facility Agent, the Security Trustee, the Company, Senior Lenders and Mezzanine Lenders as amended, varied, novated or supplemented from time to time.

"Investor Side Letter" means the side letter from Investcorp Securities Limited, Welcome Break Holdings Limited and Welcome Break Holdings (2) Limited.

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

"Mandated Lead Arranger" means The Royal Bank of Scotland plc.

"Mezzanine Facility" means the mezzanine loan facility made available under the Mezzanine Facility Agreement.

"Mezzanine Facility Agent" means RBS Mezzanine Limited and any of its permitted successors or assigns.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 12 May 2004 and made between Welcome Break Holdings Limited, RBS Mezzanine Limited as Mezzanine Facility Agent, The Royal Bank of Scotland plc as Security Trustee, Mandated Lead Arranger and Original Mezzanine Lender as amended, varied, novated or supplemented from time to time.

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

"Mezzanine Lenders" means

- (a) The Royal Bank of Scotland plc; and

- (b) any bank, financial institution, 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 Mezzanine Facility Agreement in accordance with Clause 23 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a party to the Mezzanine Facility Agreement in accordance with the terms of the Mezzanine Facility Agreement; and "**Mezzanine Lender**" means any one of them.

"**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 terms of Clause 17 (*Change of Party*) of the Intercreditor Agreement and the relevant provisions of the Facility Agreements.

"**Original Mezzanine Lender**" means The Royal Bank of Scotland plc.

"**Original Obligor**" means each of Parent, Welcome Break Group Limited, Welcome Break Limited, Motorway Services Limited and Welcome Break Finance (2) Limited.

"**Original Senior Lender**" means The Royal Bank of Scotland plc.

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

"**Real Property**" means:

- (c) any freehold, leasehold or immovable property (including the Specified Real Property); and
- (d) 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 administrative receiver of the whole or any part of the Charged Property.

"**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, 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 7 (*Form of Resignation Letter*) to the Facility Agreements.

"Secured Parties" means the Security Trustee, the Senior Facility Agent, the Mezzanine Facility Agent, any Hedge Counterparty, Receiver or Delegate, each Senior Lender and Mezzanine Lender from time to time party to the Facility Agreements **provided that** in the case of the Senior Facility Agent, the Mezzanine Facility Agent, any Hedge Counterparty, Senior Lenders and Mezzanine Lenders 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 Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and

any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) to the Facility Agreements given in relation to a term facility of the Senior Facilities and the Mezzanine Facility.

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

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

"Senior Facility Agreement" means the facility agreement dated 12 May 2004 made between Welcome Break Holdings Limited, The Royal Bank of Scotland plc as Senior Facility Agent, Mandated Lead Arranger, Security Trustee, Issuing Bank and Original Senior Lender as amended, varied, novated or supplemented from time to time.

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

"Senior Lenders" means

- (a) The Royal Bank of Scotland plc; and
- (b) any bank, financial institution, 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; and **"Senior Lender"** means any one of them.

"Specified Real Property" means the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Mortgaged 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 Arranger to the Parent relating to certain matters affecting the syndication of the Senior Facilities and the Mezzanine Facility.

"Transaction Security" means the Security created or expressed to be created under or pursuant to the 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 Senior Facility Agent or the Mezzanine Facility Agent and identified in and delivered to the Senior Facility Agent and the Mezzanine Facility Agent under the Facility Agreements; 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 and the Mezzanine Finance Documents.

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

SCHEDULE 2

Details of amount secured by the Mortgage

10 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 and/or the Mezzanine Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Senior Finance Documents and/or the Mezzanine 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 the 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 the proviso contained in the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

SCHEDULE 3

Details of mortgaged property

Part A

Registered Land

(Freehold or leasehold property In England and Wales of which the Company is registered as proprietor of at H.M. Land Registry)

County and District/ London Borough	Description of Property	Title Number
South Yorkshire : Rotherham	Freehold land being land lying to the West of Dowcarr Lane, Woodall	SYK242129
Hertfordshire : Hertsmer	Leasehold land being land on the East side of Wash Lane, South Mimms	HD228609
Hertfordshire : Hertsmer	Leasehold land being land and buildings at South Mimms Motorway Service Area	HD228610
Hertfordshire : Hertsmer	Leasehold land forming part of South Mimms Motorway Service Area	HD306040
Hertfordshire : Hertsmer	Leasehold land being Land and Buildings at South Mimms Motorway Service Area, South Mimms	HD396381
South Yorkshire : Rotherham	Leasehold land being Woodall Motorway Service Area on the East and West side of the M1 Woodall	SYK129518
South Yorkshire : Rotherham	Leasehold land being land lying to the West of Dowcarr Lane, Woodall	SYK307891
Hertfordshire : Hertsmer	Leasehold land being land and building on the east side of St. Albans Road, South Mimms, Potters Bar	HD284610

County and District/ London Borough	Description of Property	Title Number
Somerset : Sedgemoor	Leasehold land being Sedgemoor Motor Service Area, M5 Motorway, Sedgemoor	ST215152
Hertfordshire : Hertsmere	Leasehold land being land forming part of South Mimms Motorway Service Area	HD276536
Somerset : Sedgemoor	Leasehold land being land at Sedgemoor Motor Service Area, M5 Motorway, Sedgemoor	ST217152
Gloucestershire : Stroud	Leasehold land being Michaelwood Motor Service Area, M5 Motorway, Michaelwood, Wotton Under Edge	GR259545
West Yorkshire : Calderdale	Leasehold land being Hartshead Moor Motorway Service Area, M62 Motorway, Clifton, Brighouse	WYK736309
North Somerset	Freehold land being land on the north side of St Georges Hill Road, Easton-in- Gordano	AV126232
West Berkshire	Leasehold land being Membury Motorway Service Area	BK186130
Barnet	Leasehold land being Scratchwood Motor Service Area, M1 Motorway, Scratchwood	AGL114635
Staffordshire : Newcastle- under-Lyme	Leasehold land being Bridge at Keele Motor Service Area, Keele	SF400577

County and District/ London Borough	Description of Property	Title Number
Staffordshire : Newcastle-under-Lyme	Leasehold land being Keele Motor Service Area, Keele	SF170888
Hampshire : Hart	Leasehold land being Fleet Motorway Service Area, M3 Motorway, Fleet	HP627546
Warwickshire : North Warwickshire	Leasehold land being Corley Motorway Service Area	WK264615
Warwickshire : North Warwickshire	Freehold land being land lying to the north of Bennetts Road North, Corley	WK308400
Lancashire : Chorley	Leasehold land being Charnock Richard Motor Service Area, M6 Motorway, Charnock Richard	LA932461
Cheshire : Warrington	Leasehold land being land on the West side of Burtonwood Motorway Service Area, Burtonwood	CH208910
Warrington	Leasehold land being Burtonwood Motorway Service Area on the North and South side of the M62 at Burtonwood	CH173449

Part B

Unregistered Land

(Freehold or leasehold property in England and Wales title to which is not registered at H.M. Land Registry of which the Company is the owner)

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01735476

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 17th JUNE 2004 AND CREATED BY WELCOME BREAK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 XII OF THE COMPANIES ACT 1985 ON THE 21st JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JUNE 2004.

GRH
L/C



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES