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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not
write in
this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

2941640

Note
Please read the
notes on page 3
before completing
this form

Name of company

* Takeabreak Motorway Services Limited

*Insert full name
of company

I/We†

†Insert name(s) and
address(es) of all
the directors

1. Timothy Ingram Hill of RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire GL4 3GG.
2. Mark Clarke of 55 Victoria Street, London SW1H 0EU.
3. Nicholas David Walter Broughton of RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire GL4 3GG.
4. Ernest Christopher McVay of RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire GL4 3GG.

§ Delete as
appropriate

~~the sole director~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

‡Delete whichever
is inappropriate

- ~~(a) that of a recognised bank, licensed institution or within the meaning of the Banking Act 1979~~ ‡
~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~ ‡
(c) something other than the above ‡

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~[company's holding company]~~ §

‡

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].

The number and class of the shares acquired or to be acquired is: See Appendix 1

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

Freshfields
65 Fleet Street
London
EC4Y 1HS
DX 23 London
(tms4.wff)

For official use
General Section

Post room



KLO *KA06SBZ2* 1120
COMPANIES HOUSE 09/12/98

The assistance is to be given to: (note 2)

See Appendix 2

Please do not
write in
this margin

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

The assistance will take the form of:

See Appendix 3

The person who [has acquired]~~[will acquire]~~* the shares is:

RoadChef Limited, RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire, GL4 3GG

*Delete as
appropriate

The principal terms on which the assistance will be given are:

See Appendix 4

The amount of cash to be transferred to the person assisted is £

See Appendix 5

The value of any asset to be transferred to the person assisted is £

NIL

The date on which the assistance is to be given is See Appendix 6

Please do not
write in
this margin

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

†Delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] † (note 3)

~~(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.] † (note 3)~~

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at *65 Fleet Street*
London EC4A

the *24th* day of *November*
One thousand nine hundred and *ninety eight*

before me

S. H. J. J. BANKS.

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

[Signature]
[Signature]
M. Ulf

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account—see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

TAKEABREAK MOTORWAY SERVICES LIMITED

Company number 2941640

Number and class of shares acquired was:

291,672 "A" ordinary shares of £1 each

3,779,710 preference shares of 10p each

500,000 "A" preference shares of 1p each

120,000 ordinary shares of £1 each

2,400,000 ordinary shares of 1p each

TAKEABREAK MOTORWAY SERVICES LIMITED

Company number 2941640

1. Prudential Trustee Company Limited of 142 Holborn Bars, London, EC1N 2NH.
2. Barclays Bank PLC (for and on behalf of itself and the other managers of the issue of the notes to be issued by RoadChef Finance Limited) of 5 The North Colonnade, Canary Wharf, London E14 4BB.
3. Barclays Bank PLC of 50 Pall Mall, PO Box 15161, London SW1A 1GA.
4. RoadChef Finance Limited of RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire GL4 3GG.
5. RoadChef Limited of RoadChef House, Gloucester Green, Barnett Way, Barnwood, Gloucestershire GL4 3GG.
6. MSA Acquisitions Co. Limited of 55 Victoria Street, London, SW1H 0EU.

TAKEABREAK MOTORWAY SERVICES LIMITED

Company number 2941640

RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited will borrow funds under the Issuer/Borrowers Facility Agreement in order to, *inter alia*, repay advances made available to them by, *inter alios*, MSA Acquisitions Co. Limited and to lend such funds to RoadChef Limited in order to enable RoadChef Limited to, *inter alia*, to reduce or discharge liabilities incurred in the acquisition of shares in Takeabreak Motorway Services Limited and the acquisition of shares in Blue Boar Motorways Limited and Takeabreak Motorway Services Limited.

Takeabreak Motorway Services Limited will provide financial assistance by way of:

- (a) the Takeabreak/RoadChef Loan Agreement;
- (b) the Issuer/Borrowers Facility Agreement;
- (c) the RC Deed of Charge;
- (d) the Subscription Agreement; and
- (e) the Additional Facilities Agreement;
- (f) the repayment of the existing indebtedness made available by MSA to the Company;

incorporating the Master Definitions and Construction Schedule, as appropriate.

In this statutory declaration, the following terms have the respective meanings set out opposite them:

Additional Facilities Agreement means the facilities agreement made between the Obligors and the Additional Facilities Provider;

Additional Facilities Provider means Barclays Bank PLC;

Issuer means RoadChef Finance Limited;

Issuer/Borrowers Facility Agreement means the facility agreement to be entered into by RoadChef Finance Limited, RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited, Takeabreak Motorway Services Limited and the Security Trustee;

Managers means the managers of the issue of notes by RoadChef Finance Limited, including without limitation, Barclays Bank PLC, appointed pursuant to the terms of the Subscription Agreement;

Master Definitions and Construction Schedule means the definitions referred to in the Issuer/Borrowers Facility Agreement and the RC Deed of Charge;

Obligors means RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited;

RC Deed of Charge means the deed of charge to be entered into by inter alia, RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited, Takeabreak Motorway Services Limited and the Security Trustee;

Security Trustee means the security trustee on behalf of, *inter alios*, RoadChef Finance Limited, which is expected to be Prudential Trustee Company Limited;

Subscription Agreement means the subscription agreement to be entered into by RoadChef Finance Limited, RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited, Takeabreak Motorway Services Limited and the Managers; and

Takeabreak/RoadChef Loan Agreement means the loan agreement to be entered into by Takeabreak Motorway Services Limited and RoadChef Limited.

TAKEABREAK MOTORWAY SERVICES LIMITED
Company Number 2941640

1. Takeabreak/RoadChef Loan Agreement

Pursuant to the Takeabreak/RoadChef Loan Agreement, Takeabreak Motorway Services Limited will make loan facilities available to RoadChef Limited to enable RoadChef Limited, *inter alia*:

- (a) to make an advance to MSA Acquisitions Co. Limited to enable MSA Acquisitions Co. Limited to repay the monies borrowed from Barclays Bank PLC which were used to acquire the issued share capital of RoadChef Limited and to make an advance to RoadChef Limited to enable it to acquire the issued share capital of Takeabreak Motorway Services Limited;
- (b) to repay existing indebtedness incurred by RoadChef Limited for the purposes of the acquisition of the outstanding issued share capital of Takeabreak Motorway Services Limited;
- (c) to pay interest in respect of such indebtedness;
- (d) to pay costs and expenses incurred directly or indirectly in connection with such acquisition; and
- (e) to reduce or discharge any other liability incurred directly or indirectly for the purposes of or otherwise in connection with such acquisition.

Interest on advances made under the agreement may be capitalised in the circumstances specified in the agreement.

2. Issuer/Borrowers Facility Agreement

Pursuant to the Issuer/Borrowers Facility Agreement, Takeabreak Motorway Services Limited agrees that it will:

- (a) (i) borrow money from the Issuer under the facilities made available thereunder (to be applied, *inter alia*, to make the advance to RoadChef Limited pursuant to the Takeabreak/RoadChef Loan Agreement and to

repay the loan made to Takeabreak Motorway Services Limited by MSA Acquisitions Co. Limited to enable Takeabreak Motorway Services Limited to repay outstanding indebtedness at the time of the completion of the acquisition of the shares in Takeabreak Motorway Services Limited by RoadChef Limited);

(ii) be liable to pay, *inter alia*, interest and repay principal in respect of such borrowing; and

(iii) indemnify the RC Secured Parties against other fees and costs which are incurred by the RC Secured Parties in respect of such borrowing including, without limitation, any cost, claim, loss, expense or liability for the RC Secured Parties;

- (b) irrevocably and unconditionally and jointly and severally with the other Obligors guarantee to the RC Secured Parties the obligations of each other under the Issuer/Borrower Facility Agreement, and indemnify each of the RC Secured Parties if any of the obligations of any of the Obligors becomes void, voidable, unenforceable or ineffective.

3. RC Deed of Charge

Pursuant to the RC Deed of Charge, Takeabreak Motorway Services Limited agrees that it will create charges by way of legal mortgages, equitable mortgages, fixed charges and floating charges over, and assignment of, all the undertakings, property and assets described therein to secure, *inter alia*, the obligations of RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited pursuant to, *inter alia*, the Issuer/Borrowers Facility Agreement and the Additional Facilities Agreement.

Takeabreak Motorway Services Limited will also agree to pay and/or indemnify the Security Trustee for *inter alia*, specified costs, claims, expenses, losses, liabilities and taxes incurred by it.

4. Subscription Agreement

Pursuant to the Subscription Agreement Takeabreak Motorway Services Limited will give certain indemnities, warranties and covenants in connection with the issue of notes by the issuer in an aggregate nominal amount of approximately £210,000,000.

5. Additional Facilities Agreement

Pursuant to the Additional Facilities Agreement, the Additional Facilities Provider will advance monies to RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited on the terms and subject to the conditions set out in such agreement, in an aggregate amount

of up to £10,000 plus interest and costs. RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited will guarantee and indemnify the obligations of RoadChef Motorways Holdings Limited, RoadChef Motorways Limited, Blue Boar Motorways Limited and Takeabreak Motorway Services Limited (as the case may be) under the Additional Facilities Agreement.

In this statutory declaration, the following terms have the respective meanings set out opposite them:

RC Secured Parties means:

- (a) prior to the substitution of the Issuer pursuant the Issuer/Borrowers Facility Agreement and the Trust Deed:
 - (i) the Issuer;
 - (ii) the Additional Facilities Provider;
 - (iii) any receiver appointed under the RC Deed of Charge; and
 - (iv) the Security Trustee;
- (b) upon the substitution of the Issuer pursuant the Issuer/Borrowers Facility Agreement and the Trust Deed:
 - (i) the secured creditors of the Issuer; and
 - (ii) the Additional Facilities Provider.

Takeabreak Motorway Services Limited
Company number 2941640

Loan of up to £35,000,000 to be made available by Takeabreak Motorway Services Limited to RoadChef Limited.

Loan of up to £100,000,000 to be made available by RoadChef Limited to MSA Acquisitions Co. Limited.

**TAKEABREAK MOTORWAY SERVICES LIMITED
COMPANY NUMBER 2941640**

A date not more than eight weeks after the date of this statutory declaration

ARTHUR ANDERSEN

24 November 1998

The Board of Directors
Takeabreak Motorway Services Limited
RoadChef House
Gloucester Green
Barnett Way
Barnwood
Gloucester
GL4 3GG

Abbots House
Abbey Street
Reading RG1 3BD
0118 950 8141 Telephone
0118 950 8101 Facsimile

Dear Sirs

Auditors' report to the directors of Takeabreak Motorway Services Limited ("the Company") pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated 24 November 1998 in connection with the proposal that the Company should give financial assistance for the purpose of reducing, or discharging, the liabilities incurred in connection with the acquisition by RoadChef Limited of the entire issued share capital of the Company.

Respective responsibilities of directors and auditors

The company's directors are responsible for the statutory declaration. It is our responsibility to review the bases for the declaration, based on our enquiries into the state of the company's affairs, and to provide a report to the directors.

Basis of opinion

We have enquired into the state of the company's affairs so far as necessary for us to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Arthur Andersen
Chartered Accountants

