



Registration of a Charge

Company name: **WELCOME BREAK GROUP LIMITED**

Company number: **03147949**



X8IMF25T

Received for Electronic Filing: **20/11/2019**

Details of Charge

Date of creation: **12/11/2019**

Charge code: **0314 7949 0027**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT (AS TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **THE MORTGAGED PROPERTY WITH TITLE NUMBERS AV152082, WK307297 AND THE OTHER MORTGAGED PROPERTY SPECIFIED IN THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3147949

Charge code: 0314 7949 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2019 and created by WELCOME BREAK GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2019 .

Given at Companies House, Cardiff on 21st November 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 23 OCTOBER 2019

WELCOME BREAK GROUP LIMITED
IN FAVOUR OF
LLOYDS BANK PLC
AS THE SECURITY AGENT

LEGAL MORTGAGE

THIS CHARGE is made by way of deed on 23 October 2019 between:

- (1) **WELCOME BREAK GROUP LIMITED** (registered in England & Wales with company number 3147949) (the "**Company**"); and
- (2) **LLOYDS BANK PLC** as security agent for each of the Secured Parties (the "**Security Agent**").

THIS DEED WITNESSES as follows:

1. **DEFINITIONS**

In this Deed:

"Additional Creditors" has the meaning given to it in the Intercreditor Agreement.

"Deed of Release" means the deed of release dated on or about the date of this Agreement and made between, among others, Lloyds Bank plc as security agent and Welcome Break Holdings (2) Limited in connection with the Existing Debt Refinancing.

"Effective Time" has the meaning given to that term in the Deed of Release.

"Existing Debt Refinancing" has the meaning given to it in the Original Bank Facilities Agreement, the Original Institutional A1 Notes Purchase Agreement or the Original Institutional A2 Notes Purchase Agreement.

"Mortgaged Property" means:

- (a) the property specified in Schedule 1 (*Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"Original Bank Facilities Agreement" has the meaning given to it in the Intercreditor Agreement dated 23 October 2019 and made between, among others, Welcome Break Holdings (1) Limited as Parent, Welcome Break Group Limited as the Company, Lloyds Bank plc as the Original Bank Facilities Agent, Allianz Global Investors GmbH as the Original Institutional A1 Notes Purchaser Representative, MIDF UK1B Ireland DAC, Zurich Assurance Ltd, Perdix Infrastructure Investments DAC and Just Retirement Limited as the Original Institutional A2 Notes Purchaser Representatives and the Security Agent (the "**Intercreditor Agreement**").

"Original Bank Facilities Lenders" has the meaning given to it in the Intercreditor Agreement.

"Original Institutional A1 Notes Purchase Agreement" has the meaning given to it in the Intercreditor Agreement.

"Original Institutional A2 Notes Purchase Agreement" has the meaning given to it in the Intercreditor Agreement.

"Original Institutional A1 Notes Purchasers" has the meaning given to it in the Intercreditor Agreement.

"Original Institutional A2 Notes Purchasers" has the meaning given to it in the Intercreditor Agreement.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" has the meaning given to it in the Intercreditor Agreement.

"Secured Parties" has the meaning given to it in the Intercreditor Agreement.

2. **FIXED SECURITY**

With effect from and including the Effective Time, the Company charges with full title guarantee in favour of the Security Agent (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 in Schedule 1 (*Mortgaged Property*).

3. **IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).
- (b) It shall be implied in respect of Clause 2 (*Fixed Security*) that the Company is disposing of the Mortgaged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. **APPLICATION TO THE LAND REGISTRY**

The Company consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property.

"No disposition (in particular no transfer, charge, mortgage or lease) of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this

restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 October 2019 in favour of Lloyds Bank plc referred to in the charges register."

5. FURTHER ADVANCES

5.1 Lenders' Obligation

Subject to the terms of the Original Bank Facilities Agreement, the Original Institutional A1 Notes Purchase Agreement and the Original Institutional A2 Notes Purchase Agreement and any Additional Finance Document Equivalent, each of the Original Bank Facilities Lenders, the Original Institutional A1 Notes Purchasers, the Original Institutional A2 Notes Purchasers and the Additional Creditors is under an obligation to make further advances to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

5.2 Company's Consent

The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7. GOVERNING LAW

This Deed is governed by English law.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing such counterpart.

THIS DEED has been executed as, and is intended to take effect as, a deed by the Company and has been signed by Security Agent on the date written on the first page of this Deed.

**SCHEDULE 1 TO THE LEGAL MORTGAGE
MORTGAGED PROPERTY**

County and District/ London Borough	Description of Property	Title Number
North Somerset	Freehold land being land lying on the north side of St George's Hill, Easton-in-Gordano	AV152082
Warwickshire: North Warwickshire	Freehold land being land on the north east side of Highfield Lane and land lying to the north east of Bennetts Road North, Corley	WK307297
Essex: Uttlesford	Freehold land being land on the North side of Dunmow Road, Bishops Stortford	EX481628
Cheshire: Warrington	Freehold land being Burtonwood Motorway Service Area on the North Side of the M62, Great Sankey, Warrington	CH591855
Oxfordshire: Oxford	Freehold land being Oxford Motorway Service Area, M40 Motorway, Wheatley, Oxfordshire	ON244621
Oxfordshire: South Oxfordshire	Leasehold land being Oxford Wheatley Motorway Service Area, M40 Motorway, Wheatley	ON240029
Warwickshire: Stratford-on-Avon	Leasehold land being Barn Hill Motorway Service Area, Barn Hill, Chesterton	WK356540
Warwickshire: Stratford-on-Avon	Leasehold land being Forecourts at Barn Hill Motorway Service Area, Barn Hill, Chesterton	WK356541
Warwickshire: Stratford-on-Avon	Leasehold land being land on the North and South sides of Harbury Lane, Chesterton	WK356542
Leicestershire: Blaby	Leasehold land as follows: Motorway Service Area at Leicester Forest East held under lease dated 31 March 1981 made between (1) The Secretary of State for Transport (2) Motoross Limited for a term of 50 years from 1	LT115698

County and District/ London Borough	Description of Property	Title Number
	April 1981 at a rent of one peppercorn (if demanded). Lessor's title LT84978	
	All that the surface situate on the deck of the bridge over the M1 Motorway forming part of the Motorway Service Area at Leicester Forest East held under lease dated 7 October 1996 between (1) The Secretary of State for Transport (2) Forte Welcome Break Limited for a period of 50 years from 1 April 1981 at a rent of one peppercorn (if demanded)	
Worcestershire: Bromsgrove	Leasehold land being Hopwood Motorway Service Area, M42 Motorway, Alvechurch	WR76029
Essex: Uttlesford	Leasehold land being Birchanger Green Motorway Service Area, Birchanger	EX577678
Milton Keynes	Leasehold land being 2 Vantage Court, Tickford Street, Newport Pagnell	BM400165
Cardiff: Cardiff	Leasehold land being Cardiff Gate Motorway Service Area, Cardiff Gate Business Park, Pontprennau, Cardiff	CYM360518
Oxfordshire: Oxford	Leasehold land being Oxford (Peartree) Service Area, Woodstock Road, Yarnton, Kidlington	ON239766
Wakefield	Leasehold land being hotel premises at Silkwood Park, Wakefield Road, Wakefield, West Yorkshire	WYK851285
Wakefield	Leasehold land being hotel premises at Silkwood Park, Wakefield Road, Wakefield, West Yorkshire	WYK741291
Hertfordshire	Leasehold land being hotel premises at Days Inn Baldock Services, A1(M) Motorway, Baldock, Hertfordshire	HD495355

County and District/ London Borough	Description of Property	Title Number
Cambridgeshire	Leasehold land being hotel premises at Days Inn Cambridge Services, A14 Huntingdon Road, Boxworth, Cambridgeshire	CB348766
Surrey	Leasehold land being Units 2 and 3 (Harrys/Tossed), Cobham Motorway Service Area, M25 Motorway, Cobham	SY807170
Surrey	Leasehold land being Unit 1 (Starbucks), Cobham Motorway Service Area, M25 Motorway, Cobham	SY807172
Surrey	Leasehold land being hotel premises at Cobham Motorway Service Area, M25 Motorway, Cobham	SY807173
Worcestershire: Bromsgrove	Freehold land being land at Hopwood Motor Service Area, M42 Motorway, Alvechurch	WR82247
Cambridgeshire	Leasehold land being hotel premises at Days Inn Peterborough Services, A1, Haddon, Peterborough	CB348987
Hampshire	Leasehold land being hotel premises at Travel Inn, Shroner Wood, Winchester	HP735866
Hertfordshire	Leasehold land being Unit 8b, Baldock Motorway Service Area, Great North Road, Radwell, Baldock	HD490230
	Leasehold land being Unit 8a, Baldock Motorway Service Area, Great North Road, Radwell, Baldock	HD569652
Buckinghamshire	Leasehold land being Unit 1, Beaconsfield Services, Windsor Road, Beaconsfield	BM419609
	Leasehold land being Unit 11, Beaconsfield Services, Windsor Road, Beaconsfield	BM365391
Buckinghamshire	Leasehold land being Unit 11, Beaconsfield Services, Windsor Road, Beaconsfield	BM434517

County and District/ London Borough	Description of Property	Title Number
Surrey	Leasehold land being Unit 12, Motorway Service Area, M25 Cobham, Surrey	SY863878

EXECUTION PAGE TO LEGAL MORTGAGE

The Company

**EXECUTED AS A DEED by
WELCOME BREAK GROUP LIMITED**



Director

Name: *John Diney*

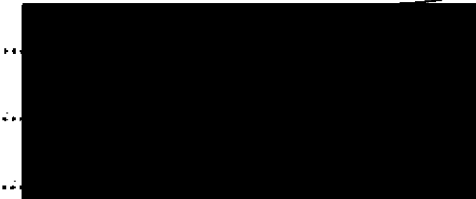
Signature of witness



Name of witness

Catherine Gould

Address of witness



The Security Agent

Signed on behalf of
LLOYDS BANK PLC

by:

under a power of attorney dated 1st April 2019

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EXECUTION PAGE TO LEGAL MORTGAGE

The Company

EXECUTED AS A DEED by)
WELCOME BREAK GROUP LIMITED)

Director
Name:

Signature of witness

Name of witness

Address of witness

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The Security Agent

Signed on behalf of)
LLOYDS BANK PLC)
by: JOHN TOGHER)
ASSOCIATE DIRECTOR, AGENCY)
MARKETS & LENDING DELIVERY)
under a power of attorney dated 1st April 2019)

