

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NO**
You cannot use this for
a statement of satisfac
or in part of a fixed ch
company registered in
do this, please use for

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05/04/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 7 3 4 2 9 9

Company name in full Moto Hospitality Limited (the "Company")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d1 d5 m0 m6 y2 y0 y0 y6

Description ① Fixed and Floating Security Document (the "Security Document")

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

Date of registration ② d2 d2 m0 m6 y2 y0 y0 y6

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Commerzbank AG Luxembourg Branch ("Security Trustee")

Address 6a, Route de Treves

Senningerberg, Luxembourg

Postcode L - 2 6 3 3

Name

Address

Postcode

Name

Address

Postcode

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

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4**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1. Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any Chargor), charges in favour of the Security Trustee (as trustee for the Senior Finance Parties):

1.1 Present Real Property. by way of first legal mortgage, all Real Property in England and Wales now belonging to it, including that described in Schedule 6 (*Real Property*) to the Security Document as set out in Note (5)

1.2 Future Real Property. by way of first fixed equitable charge, all other Real Property now belonging to it (other than any Scottish Assets) and all Real Property acquired by it in the future (other than any Scottish Assets)

1.3 Other Assets by way of first fixed charge (other than any Scottish Assets), all its present and future

(a) Book Debts,

(b) Bank Accounts;

(c) Investments (including the Group Shares described in Schedule 5 (*Investments*) to the Security Document, as set out in Note (3),

(d) uncalled capital and goodwill,

Please see continuation pages

5**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full



☐ In part

① Please tick one box only**6****Signature**

Please sign the form here

Signature

Signature

X   X

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

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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. The contact information you give will be visible to searchers of the public record.

Contact name **Gurbir Sethi**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(e) Intellectual Property including that described in Schedule 7 (<i>Intellectual Property</i>) to the Security Document, as set out in Note (6);</p> <p>(f) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1 (<i>Present Real Property</i>) or 1.2 (<i>Future Real Property</i>) above) excluding any assets which are not owned by the Company; and</p> <p>(g) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.</p> <p>2. Floating Charge</p> <p>2.1 Creation: The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any Chargor), charges in favour of the Security Trustee (as trustee for the Senior Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (<i>Fixed Charges</i>) above or assigned as described in paragraph 3 (<i>Assignment</i>) below) and the assets covered by the Standard Securities and the Share Pledge.</p> <p>3 Assignment</p> <p>3.1 Creation: The Company, with full title guarantee and as security for the payment of all Liabilities, assigns absolutely to the Security Trustee (as trustee for the Senior Finance Parties) all its present and future:</p> <p>(a) right, title and interest in and to the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of receivable or received by the Company, under or in connection with the Assigned Contracts (including the contracts described in Schedule 2 (<i>Assigned Contracts</i>) to the Security Document, as set out in Note (4);</p> <p>(b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances) (except those charged as described in paragraph 1 above); and</p> <p>(c) rights in relation to its Real Property (except those charged as described in paragraph 1 (<i>Future Real Property</i>) above), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties.</p> <p>3 2 Assignment of proceeds, damages etc: To the extent that any such right, title, interest or benefit described in paragraph 3 1 above is not assignable or capable of assignment, or where, as a result of such assignment, such Assigned Contract would be void, such assignment purported to be effected as described in paragraph 3 1 above shall operate as an assignment of any and all proceeds of present or future Assigned Contracts received by each Chargor and the Company as continuing security for the payment,</p>

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Short particulars	<p>discharge and performance of the Liabilities (whether of the Company or any other Chargor) at any time owed or due to the Senior Finance Parties (or any of them)</p> <p>Note (1): The Security Document provides that:</p> <ol style="list-style-type: none"> 1 Security: The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 27.13 (<i>Negative pledge</i>) of the Senior Facilities Agreement, except as permitted by that Clause. 2. Disposal: The Company shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 27.14 (<i>Disposals</i>) of the Senior Facilities Agreement. <hr/> <ol style="list-style-type: none"> 3 Further assurance <p>Each Chargor shall promptly do whatever the Security Trustee requires</p> <ol style="list-style-type: none"> (a) to perfect or protect the Charges or the priority of the Charges, or (b) after the Security intended to be created by the Security Document becomes enforceable, to facilitate the realisation of the Charged Assets or, at any relevant time, the exercise of any rights vested in the Security Trustee or any Receiver, <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction the Security Trustee considers expedient (acting reasonably) and in each case in a manner which is consistent with the remaining provisions of the Security Document and, in the case of any document required to be executed under Clause 6.3 of the Security Document, containing clauses corresponding to and which are on terms no more onerous than the provisions of the Security Document.</p> 4. Ranking <p>The floating Charge created by each English Chargor ranks</p> <ol style="list-style-type: none"> (a) behind all the fixed Charges created by that Chargor; (b) but in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 4 (<i>Rights of Receivers</i>) to the Security Document. 	

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Short particulars	<p>5. Negative Pledge and Ranking (Scottish Chargors)</p> <p>(a) Save as agreed in writing by the Security Trustee, no Scottish Chargor shall create any fixed Charge (which constitutes a fixed security as defined by section 486 of the Companies Act 1985) or other floating charge over any part of the Charged Assets after its execution of the Security Document except:</p> <p>(i) any fixed Charge in favour of the Security Trustee; and</p> <p>(ii) any Security expressly permitted by the Senior Finance Documents.</p> <p>(b) Subject to Section 464(2) of the Companies Act 1985, the floating charge created by each Scottish Chargor under the Security Document shall rank in priority to any Security created by that Chargor after its execution of the Security Document except any fixed Charge in favour of the Security Trustee.</p> <p>6. Conversion by Notice The Security Trustee may (save in relation to Scottish Assets under a floating charge created by a Scottish Chargor) convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Borrower specifying the relevant Charged Assets (either generally or specifically).</p> <p>6.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or</p> <p>6.2 while an Enforcement Event is continuing.</p> <p>7 Automatic Conversion If</p> <p>7.1 The Borrower takes any step to create any Security in breach of paragraph 1 (Security) as described in this Note (1) over any of the Charged Assets not subject to a fixed Charge, or</p> <p>7.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets, the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.</p> <p>Note (2). In this Form, except to the extent that the context requires otherwise</p> <p>"Acquisition" means the acquisition by Moto Investments Limited of the Target Shares on the terms of the Acquisition Documents</p> <p>"Acquisition Documents" has the meaning given to it in the Senior Facilities Agreement</p>

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"Assigned Contracts" means.

- (a) the contracts and documents listed in Schedule 2 (*Assigned Contracts*) to the Security Document, as set out in Note (4),
 - (b) any Insurances,
- or any of them.

"Acquisition Purpose" means any of the purposes set out at Clause 3.1.1, Clause 3.1.1 A, Clause 3.1.2 and Clause 3.1.3 of the Senior Facilities Agreement.

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be Subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Closing Date" has the meaning given to it in the Senior Facilities Agreement.

"Enforcement Event" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor; or
- (b) a Declared Default.

"English Chargor" means any Chargor identified in Schedule 1 (*The Chargers*) of the Security Document as a company incorporated in England as set out at Note (7).

"Facility" means the term loan facility or revolving facility made available under the Senior Facilities Agreement as described in Clause 2.1.1 (*The Facilities*) of the Senior Facilities Agreement.

"Facility A" means the term loan facility made available under the Senior

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Short particulars	<p>Facilities Agreement as described in Clause 2.1.1 (a) (The Facilities) of the Senior Facilities Agreement.</p> <p>"Facility A Tranche 2" means the portion of Facility A made available under the Senior Facilities Agreement and to be applied for the purpose referred to at Clause 3.1.1 A (<i>Purpose</i>) of the Senior Facilities Agreement.</p> <p>"Finance Document" has the meaning given to it in the Senior Facilities Agreement.</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>"Group" means Moto -International Holdings Limited and each of its Subsidiaries for the time being.</p>
	<p>"Group Shares" means all shares in the members of the Group described in Schedule 5 (<i>Investments</i>) to the Security Document or, when used in relation to a particular Chargor, such of those shares as specified against its names in Schedule 5 (<i>Investments</i>) to the Security Document, as set out in Note (3)</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.</p> <p>"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)</p> <p>"Investments" of a Chargor means:</p> <ul style="list-style-type: none"> (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit); (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their

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Short particulars

nominee, in each case whether or not on a fungible basis (including rights against any such person), and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Party" means a party to the Senior Facilities Agreement.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon), but excluding any leasehold property which has a nominal rent payable and a term of 7 years or less to run.

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in Clause 2.1.1 (*The Facilities*) of the Senior Facilities Agreement.

"Scottish Assets" means such of the undertaking, property and assets present and future of each Chargor which is from time to time located in Scotland (including the Scottish Property) and such contractual and other rights and other incorporeal moveable property present and future of each Chargor which is governed by the law of Scotland or over which the creation or enforcement of any security is governed by the law of Scotland.

"Scottish Chargor" means any Chargor identified in Schedule 1 (*The Chargors*) of the Security Document, as a company incorporated in Scotland as set out at Note (7).

"Scottish Property" means (i) the heritable property known as M90 Motorway Service Area, Turfhill, Kinross KY13 0NO, registered in the Land Register of Scotland with title number KNR 456; and (ii) the heritable property known as M9/M80 Motorway Service Area, Bannockburn Interchange, Stirling FK7 8EU, as more particularly described in and shown coloured pink on the plan annexed to the Disposition by The Secretary of State for Scotland in favour of Granada Motorway Services Limited and recorded in the Division of the General Register of Sasines for Stirling on 22 April 1985 and all other real property in Scotland acquired by any Chargor in the future.

"Security" means a mortgage, charge, pledge, lien or other security interest

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securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security.

"Senior Facilities Agreement" means the senior facilities agreement dated 8 April 2006 between, among others, Moto International Holdings Limited as parent, Dresdner Kleinwort Wasserstein Limited as Mandated Lead Arranger, the original lenders named in that agreement, the companies listed in Part I of Schedule 1 therein as original guarantors, Dresdner Bank AG London Branch as Issuing Bank and Dresdner Bank AG, Niederlassung Luxemburg as Agent and Security Trustee

"Senior Facility" means any senior facility made available under the Senior Facilities Agreement.

"Senior Finance Documents" means the **"Finance Documents"** as defined in the Senior Facilities Agreement.

"Senior Finance Party" means a **"Finance Party"** as defined in the Senior Facilities Agreement

"Share Pledge" means the Scottish law share pledge granted or to be granted by Moto Hospitality Limited (company number 0734299) in favour of the Security Trustee over the shares it holds in Princebirt Hotels Limited (company number SC053237).

"Standard Securities" means the standard securities constituting first-ranking fixed charges over the Scottish Property granted or to be granted by Moto Hospitality Limited (company number 0734299) in favour of the Security Trustee.

"Subsidiaries" has the meaning given to it in the Senior Facilities Agreement

"Target Shares" has the meaning given to it in the Senior Facilities Agreement.

Note (3). The investments specified in Schedule 5 (*Investments*) to the Security Document are as follows:

MOTO HOSPITALITY LIMITED

All the issued and outstanding share capital in:

- (a) Compass Motorway Services Limited, a limited liability company registered in England under registration number 733665; and
- (b) Moto Marks and Spencer Limited, a limited liability company registered in England under registration number 5270601.

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Short particulars	<p>POPLAR 2000</p> <p>Nil</p> <p>MOTO MARKS AND SPENCER LIMITED</p> <p>Nil</p> <p>PRINCEBILT HOTELS LIMITED</p> <p>Nil</p> <p>Note (4). The contracts specified in Schedule 2 (<i>Assigned Contracts</i>) to the Security Document are as follows:</p> <p>MOTO HOSPITALITY LIMITED</p> <ol style="list-style-type: none"> 1. A transitional services agreement dated on or about the Closing Date made between Compass Group PLC and Moto Hospitality Limited. 2. A transitional services agreement dated on or about the Closing Date made between SSP Financing Limited and Moto Hospitality Limited. <p>POPLAR 2000</p> <p>Nil</p> <p>MOTO MARKS AND SPENCER LIMITED</p> <p>Nil</p> <p>PRINCEBILT HOTELS LIMITED</p> <p>Nil</p> <p>Note (5): The real property specified in Schedule 6 (<i>Real Property</i>) to the Security Document is as follows:</p> <ol style="list-style-type: none"> 1. MOTO HOSPITALITY LIMITED is the registered proprietor of the following properties: <p>Note although the Company is the registered proprietor of the properties listed below, some of those also include unregistered interests held by The Company.</p> <p>Property description</p> <p>The freehold property known as Barton Park Truck Stop, A1(M), Richmond, registered at</p>	

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the Land Registry under title numbers NYK241233 and NYK254961 with titles absolute and possessory respectively

The leasehold property known as Birch Motorway Service Area, Heywood, Lancashire OL10 2HQ, registered at the Land Registry under title number GM228705 with title absolute

The leasehold property Blyth Trunk Road Service Area (A1), Bawtry Road, Worksop S81 8HJ (not including the petrol filling station), registered at the Land Registry under title number NT245602 with title absolute

The freehold property known as Bridgwater Motorway Service Area, Huntworth Business Park, M5 (junction 24) Bridgwater, Somerset TA6 6TS, registered at the Land Registry under title number ST168841 with title absolute

The freehold and certain of the leasehold properties known as Burton Motorway Service Area, Carnforth LA61JF. The freehold interest is registered at the Land Registry under title number LA935560. The leasehold interests are unregistered and comprise parcels of land derived from the freehold, though for the avoidance of doubt, the lease dated 15 December 1995 between (1) Mobil Oil Company Limited and (2) Granada Hospitality Limited with a term of 10 years from 31 December 1995, shall be excluded from this list of Real Property.

The leasehold property known as Cardiff West Motorway Service Area M4 (J33), Capel Llanilltern, Mid Glamorgan, Wales, registered at the Land Registry under title number WA644540 with title absolute

Property description

The freehold and leasehold properties known as Chieveley Motorway Service Area. The freehold interest is registered at the Land Registry under title number BK86917 and the leasehold interests are registered at the Land Registry under title numbers BK239490, BK379194 and BK252555, all with title absolute.

The leasehold and freehold properties known as Doncaster North, Doncaster Motorway Service Area, Junction 5, M18 Motorway, Thorne, Doncaster DN8 5GS. The main site, the leasehold interest, is registered at the Land Registry under title number SYK420823 with title absolute. An adjoining strip of land the freehold interest, is registered at the Land Registry under title number SYK431593 with title absolute.

The freehold property known as Donington Park Motorway Service Area M1 and A42 Diseworth, Leicestershire, registered at the Land Registry under title number LT297799 with title absolute

The freehold property known as Exeter Motorway Service Area, Sidmouth Road (off the M5), Exeter, Devon, registered at the Land Registry under title number DN434069 with title

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Short particulars	<p>absolute</p> <p>The freehold property know as Ferrybridge Motorway Service Area, registered at the Land Registry under title numbers WYK578698, WYK398552 and WYK413955 with title absolute</p> <p>The freehold property known as Frankley Motorway Service Area, M5, Illey Lane, Birmingham B32 4AR, registered at the Land Registry under title number HW159602 with title absolute</p> <p>The freehold and leasehold properties known as Grantham North Trunk Road Service Area, Great North Road, Gonerby Moor, Grantham NE32 2AD. The freehold interest is registered at the Land Registry under title number LL182566 and the leasehold interest is registered at the Land Registry under title number LL187149, both with title absolute</p> <p>The freehold and leasehold properties known as Heston Motorway Service Area. The freehold interest is registered at the Land Registry under title number AGL48464 with title absolute. The leasehold interest is not registered</p> <p>The leasehold properties known as Leicester Trunk Road Service Area at Littleshaw Lane, Markfield, Leicestershire. The main service area, the first leasehold interest, is registered at the Land Registry under title number LT215203 with title absolute. The forecourt, the second leasehold interest, is not registered.</p> <p>The freehold and leasehold properties known as Medway Motorway Service Area, Rainham, Gillingham, ME8 8PW The freehold interest is registered at the Land Registry under title number K756525 and the leasehold interest under title number K756535, both with title absolute.</p> <p>The leasehold property known as Pease Pottage Motorway Service Area, registered at the Land Registry under title number WSX250618 with title absolute</p> <p>The leasehold properties known as Scotch Corner Trunk Road Service Area, registered at the Land Registry under title numbers NYK271170 and NYK267511, with title absolute</p> <p>The freehold property known as Severn View Motorway Service Area, Aust, Bristol, registered at the Land Registry under title number AV252920 with title absolute</p> <p>The leasehold property known as Swansea Motorway Service Area, Junction 47, M4 Motorway, Penllergaer, Swansea, registered at the Land Registry under title number WA623197 with title absolute</p> <p>The freehold and leasehold properties known as Tamworth Motorway Service Area The freehold interest is registered at the Land Registry under title number SF301244 with title absolute and the leasehold interest under title number</p>	

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Short particulars	<p>The freehold property known as Tiverton Trunk Road Service Area at Junction 27 of M5 North of Leonard</p> <p>Property description</p> <p>House, Sampford Penderell Tiverton, Devon EX16 7EL, registered at the Land Registry under title number DN474383 with title absolute</p> <p>The leasehold property known as Todhills North Trunk Road Service Area, Rockcliffe, Carlisle, registered at the Land Registry under title number CU87724 with title absolute</p> <p>The leasehold property known as Todhills South Trunk Road Service Area, A74, Carlisle, registered at the Land Registry under title number CU194091 with title absolute</p> <p>The leasehold property known as Washington Motorway Service Area, registered at the Land Registry under title number TY85702 with title absolute</p> <p>The leasehold property known as Woolley Edge Motorway Service Area, Bramley Lane, Bretton, Wakefield WF4 4LQ, registered at the Land Registry under title number WYK674076</p> <p>2 MOTO HOSPITALITY LIMITED occupies the leasehold interest known as Thurrock Motorway Service Area, Junction 30-31, M25 West Thurrock, but does not currently hold a registered interest in the property. The property is held under a Agreement for lease and therefore it would appear that Moto's interest in the property is that of an equitable lease.</p> <p>3. POPLAR 2000 is the registered proprietor of the freehold property known as Lymm Motorway Service Area, Cliff Lane, Warrington, registered at the Land Registry under title number CH273235 with title absolute</p> <p>MOTO MARKS AND SPENCER LIMITED</p> <p>Nil</p> <p>PRINCEBILT HOTELS LIMITED</p> <p>Nil</p> <p>Note (6). The intellectual property specified in Schedule 7 (<i>Intellectual Property</i>) to the Security Document is as follows:</p> <p>Part A, Trade Marks:</p> <p>Registered Proprietor: MOTO HOSPITALITY LIMITED</p>	

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Short particulars

Country	Number	Trademark	Classes	Status	Filing Renewal Date
UK	2220181	2GO fresh food to go	42	Registered	24 Jan 2010
UK	2397892	BARISTO COFFEE RUSH	30, 35, 43	Application	27-Jul- 2005
UK	2102366	fresh EXPRESS (DW)	30	Registered	11-Jun- 2006
UK	2170758	Freshexpress (SERIES OF FOUR)	29, 30, 32, 42	Registered	29-Jun- 2008
Benelux	706020	MOTO	35, 36, 41, 42	Registered	20-Jun- 2011
Benelux	706021	MOTO	35,36, 41,42	Registered	20-Jun- 2011
Benelux	708570	MOTO	35, 36, 37, 41	Registered	20-Jun- 2011
Benelux	708571	MOTO	35, 36, 37, 41	Registered	20-Jun- 2011
CTM	2252955	MOTO	35, 37, 41, 42	Registered	01-Jun- 2011
CTM	2253029	MOTO	35, 37, 41, 42	Registered	01-Jun- 2011
France	01 3105191	MOTO	41, 42	Registered	11-Jun- 2011
France	01 3105193	MOTO	41, 42	Registered	11-Jun- 2011
France	01 3105195	MOTO	35, 36	Registered	11-Jun- 2011
France	01 3105205	MOTO	35, 36, 37	Registered	11-Jun- 2011

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Germany	30136207	MOTO	35, 36, 41, 42	Registered	30-Jun- 2011
Germany	30136208	MOTO	42	Registered	30-Jun- 2011
Germany	30136209	MOTO	35, 36, 41, 42	Registered	30-Jun- 2011
Germany	30136210	MOTO	42	Registered	30-Jun- 2011
Italy	7432001 FI	MOTO	42	Application	13-Jul- 2011
Italy	7442001 FI	MOTO	35	Application	13-Jul- 2011
Italy	7452001 FI	MOTO	42	Application	13-Jul- 2011
Italy	7462001 FI	MOTO	35	Application	13-Jul- 2011
Portugal	357050 MNA	MOTO	42	Registered	30-Jun- 2013
Portugal	357052 MNA	MOTO	42	Registered	30-Jun- 2013
Spain	2413171M7	MOTO	42	Registered	05-Jul- 2011
Spain	2413175MX	MOTO	42	Registered	05-Jul- 2011
UK	2261034A	MOTO (Series of 2)	29, 30, 31, 32, 33, 36, 41, 42	Registered	12-Feb- 2011
UK	2261034B	MOTO (Series of 2)	35, 37	Registered	12-Feb- 2011

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

UK	2261172A	MOTO (Series of 8)	29, 30, 31, 32, 33, 36, 41, 42	Registered	13-Feb-2011
UK	2261172B	MOTO (Series of 8)	35, 37	Registered	13-Feb-2011
Benelux	706019	MOTO Logo	35, 36, 41, 42	Registered	20-Jun-2011
Benelux	708569	MOTO Logo	35, 36, 37, 41	Registered	20-Jun-2011
CTM	2252062	MOTO Logo	35, 37, 42	Registered	30-May-2011
France	01 3105198	MOTO Logo	41, 42	Registered	11-Jun-2011
France	01 3105202	MOTO Logo	35, 36, 37	Registered	11-Jun-2011
Germany	30136204	MOTO Logo	35, 36, 41, 42	Registered	30-Jun-2011
Germany	30136206	MOTO Logo	42	Registered	30-Jun-2011
Italy	7472001 FI	MOTO Logo	42	Application	13-Jul-2011
Italy	7482001 FI	MOTO Logo	35	Application	13-Jul-2011
Portugal	357047 MNA	MOTO Logo	35	Registered	22-Aug-2012
Portugal	357048 MNA	MOTO Logo	42	Registered	22-Aug-2012
Spain	2413173M3	MOTO Logo	42	Registered	05-Jul-2011
Spain	2413174M1	MOTO Logo	35	Registered	05-Jul-2011

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

UK	2272117	MOTO Logo (Series of 2)	35, 36, 41, 42	Registered	30-May- 2011
UK	2220181	2GO fresh food to go	42	Registered	24 Jan 2010

POPLAR 2000

Nil

MOTO MARKS AND SPENCER LIMITED

Nil

PRINCESILT HOTELS LIMITED

Nil

Part B, Unregistered Trade Marks.

THE MOTO HOSPITALITY LIMITED

BARISTO

FRESH EXPRESS

(MOTO IN THE COMMUNITY LOGO; MOTO BABY LOGO, MOTO KIDS LOGO;
MOTO TRUCKER LOGO; MOTO COACH LOGO, MOTO BIKER LOGO; MOTO PETS
LOGO)

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged							
	Please give the short particulars of the property mortgaged or charged							
Short particulars	<p>POPLAR 2000</p> <p>Nil</p> <p>MOTO MARKS AND SPENCER LIMITED</p> <p>Nil</p> <p>PRINCEBILT HOTELS LIMITED</p> <p>Nil</p> <p>Part C, Domain Names:</p> <p>MOTO HOSPITALITY LIMITED:</p> <p>www baristo co uk</p> <p>www moto-way com</p> <p>www moto-way co uk</p> <p>POPLAR 2000</p> <p>Nil</p> <p>MOTO MARKS AND SPENCER LIMITED</p> <p>Nil</p> <p>PRINCEBILT HOTELS LIMITED</p> <p>Nil</p> <p>Note (7): The Chargors specified in Schedule 1 (<i>Chargors</i>) to the Security Document are as follows</p> <table><tr><td>MOTO HOSPITALITY LIMITED, a limited liability company incorporated in England and Wales</td><td>734299</td></tr><tr><td>POPLAR 2000, an unlimited liability company incorporated in England and Wales</td><td>2798288</td></tr><tr><td>MOTO MARKS AND SPENCER LIMITED, a limited liability company incorporated in England and Wales</td><td>5270601</td></tr></table>		MOTO HOSPITALITY LIMITED, a limited liability company incorporated in England and Wales	734299	POPLAR 2000, an unlimited liability company incorporated in England and Wales	2798288	MOTO MARKS AND SPENCER LIMITED, a limited liability company incorporated in England and Wales	5270601
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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PRINCEBILT HOTELS LIMITED, a limited liability company SC053237
incorporated in Scotland