

# 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 NOT**  
You cannot use this form to register  
a statement of satisfaction in full or  
in part of a fixed charge if the  
company registered in the name of the  
charge has not been dissolved. If you  
do this, please use form MG01.

TUESDAY



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05/04/2011

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COMPANIES HOUSE

### 1 Company details

Company number 0 0 7 3 4 2 9 9

Company name in full Moto Hospitality Limited

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 Creation of charge

Date charge created 01 08 2009 2009 2009

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

Date of registration 2 01 09 2009 2009 2009

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

### 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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## 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

### 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 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*) of 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


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## 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 

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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](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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	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>), of 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>1.4 <b>Scottish Property</b> by way of first ranking standard security, all Scottish Property.</p> <p>2 <b>Floating Charge</b></p> <p>2 1 <b>Creation.</b> 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 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. <b>Assignment</b></p> <p>3 1 <b>Creation</b> 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 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 (5);</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</p>	

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Short particulars

paragraph 1 (*Future Real Property*) above), including all rights against all past, present and future under tenants of its Real Property and their respective guarantors and sureties.

- 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, 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).

**Note (1): The Security Document provides that:**

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 (*Negative pledge*) of the Senior Facilities Agreement and by clause 27.13 (*Negative pledge*) of the Junior Facility Agreement, except as permitted by those clauses
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 (*Disposals*) of the Senior Facilities Agreement and clause 27.14 (*Disposals*) of the Junior Facility Agreement.
3. **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):
  - 3.3 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
  - 3.4 while an Enforcement Event is continuing
4. **Automatic Conversion** If:
  - 4.1 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

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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p>a fixed Charge, or</p> <p>4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.</p> <p><b>5 Ranking</b></p> <p>5.1 The floating Charge created by each English Chargor ranks.</p> <p>(a) behind all the fixed Charges created by that Chargor,</p> <p>(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>) of the Security Document.</p> <p>5.2 <b>Negative Pledge and Ranking (Scottish Chargors)</b></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 this Deed shall rank in priority to any Security created by that Chargor after its execution of this Deed except any fixed Charge in favour of the Security Trustee.</p> <p><i>Note (2): In this Form, except to the extent that the context requires otherwise:</i></p> <p>"<b>Acquisition</b>" means the acquisition by Moto Investments Limited of the Target Shares on the terms of the Acquisition Documents</p> <p>"<b>Acquisition Documents</b>" has the meaning given to it in the Senior Facilities Agreement</p>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"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 3.1.1A, 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)

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

**"Finance Parties"** means the Junior Finance Parties and the Senior Finance

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Parties.</p> <p><b>"Facility"</b> means the term loan facility or revolving facility made available under the Senior Facilities Agreement as described in Clause 2.1.1 (<i>The Facilities</i>) of the Senior Facility Agreement.</p> <p><b>"Facility A"</b> means the term loan facility made available under the Senior Facilities Agreement as described in Clause 2.1.1(a) (<i>The Facilities</i>) of the Senior Facilities Agreement.</p> <p><b>"Facility A Tranche 2"</b> 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 1A (<i>Purpose</i>) of the Senior Facilities Agreement.</p> <p><b>"Group"</b> means Moto International Holdings Limited and each of its Subsidiaries for the time being</p> <p><b>"Group Shares"</b> 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 (4).</p> <p><b>"Insurances"</b> 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><b>"Intellectual Property"</b> 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><b>"Investments"</b> of a Chargor means;</p> <ul style="list-style-type: none"> <li>(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);</li> <li>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;</li> <li>(c) all rights relating to securities and investments Which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house</li> </ul>



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Short particulars

or system, investment manager, chargee or other similar person or their 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.

**"Junior Agent"** means the Agent as defined in the Junior Facility Agreement.

**"Junior Facility Agreement"** means the junior facility 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 and Dresdner Bank AG, Niederlassung Luxemburg as Agent and Security Trustee as amended from time to time

**"Junior Finance Documents"** means the "Finance Documents" as defined in the Junior Facility Agreement

**"Junior Finance Party"** means a "Finance Party" as defined in the Junior Facility Agreement.

**"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.

**"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 Facility 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

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

**"Scottish Property"** means (i) the heritable property comprising all and whole the Subjects formerly known as Granada Lodge at Turfhill, Kinross, extending to 4.97 hectares or thereby registered in the Land Register of Scotland under Title Number KNR 456, and (ii) the heritable property comprising all and whole that area of land extending to 20.037 acres of thereby at Snabhead, Bannockburn lying generally to the northeast of the M80 Motorway leading from Glasgow to Stirling and to the southwest of the Pirnhall Roundabout in the Parish of St Ninian's and County of Stirling and more particularly described in and shown coloured pink on the plan annexed and subscribed as relative to Disposition by the Secretary of State for Scotland in favour of Granada Motorway Services Limited dated 25 March and recorded in the Division of the General Register of Sasines for the County of Stirling on 22 April both months in 1985, under exception of all and whole that plot or area of ground extending to 18.4 acres or thereby at Bannockburn Interchange near Stirling being the subjects coloured pink and outlined partly by a solid red line and partly by a broken black line on the plan annexed and executed to the relative Standard Security and all other real property in Scotland acquired by the Chargor in the future.

**"Security"** means a mortgage, charge, pledge, lien or other security interest 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 Document"** 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 Mota Hospitality Limited (company number 0734299) in favour of the Security Trustee over the shares it holds in Princebilt Hotels Limited (company number

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Short particulars	<p>SC053237)</p> <p>"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</p> <p>"Subsidiaries" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Target Shares" has the meaning given to it in the Senior Facilities Agreement.</p> <p><b>Note (3): The investments specified in Schedule 5 (Investments) to the Security Document are as follows:</b></p> <p><b>MOTO HOSPITALITY LIMITED</b></p> <p>All the issued and outstanding share capital in</p> <p>(a) Compass Motorway Services Limited, a limited liability company registered in England under registration number 733665; and</p> <p>(b) Mota Marks and Spencer Limited, a limited liability company registered in England under registration number 5270601.</p> <p><b>POPLAR 2000</b></p> <p>Nil</p> <p><b>MOTO MARKS AND SPENCER LIMITED</b></p> <p>Nil</p> <p><b>PRINCEBILT HOTELS LIMITED</b></p> <p>Nil</p> <p><b>Note (4): The contracts specified in Schedule 2 (Assigned Contracts) to the Security Document are as follows:</b></p> <p>1 A transitional services agreement dated on or about the Closing Date made between Compass Group PLC and Mota Hospitality Limited.</p> <p>2. A transitional services agreement dated on or about the Closing Date made between [SSP entity] and Moto Hospitality Limited.</p> <p><b>Note (5): The real property specified in Schedule 6 (Real Property) to the Security</b></p>

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#### *Document is as follows:*

1. Moto Hospitality Limited is the registered proprietor of the following properties.

*Note although Moto is the registered proprietor of the properties listed below, some of those also include unregistered interests held by Moto*

#### **Property description**

The freehold property known as Barton Park Truck Stop, A1 (M), Richmond, registered at 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 LA6 1JF. The freehold interest is registered at the Land Registry under title number LA935560 One of the leasehold interests is registered under title number LA 935561 For the avoidance of doubt, the unregistered 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 Llaniltern, Mid Glamorgan, Wales, registered at the Land Registry under title number WA644540 with title absolute.

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

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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 absolute.

The freehold property known as Ferrybridge Motorway Service Area, registered at the Land Registry under title numbers WYK578698, WYK398552 and WYK413955 with title absolute [Note: enquiry has been raised for full address details The property includes the petrol filling station].

The freehold property known as Frankley Motorway Service Area, M5, Illey Lane, Birmingham 832 4AR, registered at the Land Registry under title number HW159602 with title absolute.

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.

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 heritable property comprising all and whole the subjects formerly known as Granada Lodge at Turlhills, Kinross extending to 4.97 hectares or thereby registered in the Land Register of Scotland under Title Number KNR456.

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 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.

The leasehold property known as Pease Pottage Motorway Service Area, registered at the Land Registry under title number WSX250618 with title absolute

The leasehold properties known as Scotch Corner Trunk Road Service Area, registered at

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the Land Registry under title numbers NYK271170 and NYK267511, with title absolute.

The freehold property known as Severn View Motorway Service Area, Aust, Bristol, registered at the Land Registry under title number AV252920 with title absolute

The heritable property comprising all and whole that area of land extending to 26 037 acres or thereby at Snabhead, Bannockburn lying generally to the northeast of the M80 Motorway leading from Glasgow to Stirling and to the southwest of the Pimhall roundabout in the Parish of St Ninian's and County of Stirling and more particularly described in and shown coloured pink on the plan annexed and subscribed as relative to Disposition by the Secretary of State for Scotland in favour of Granada Motorway Services Limited dated 25 March and recorded in the Division of General Register of Sasines for the County of Stirling on 22 April both months in 1985; under exception of all and whole that plot or area of ground extending to 18.4 acres or thereby at Bannockburn Interchange near Stirling being the subjects coloured pink and outlined partly by a solid red line and partly by a broken black line on the plan annexed and executed to the relative Standard Security.

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.

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 SF301265 [Note. report on certificate of title does not indicate whether this is title absolute].

The freehold property known as Tiverton Trunk Road Service Area at Junction 27 of M5 North of Leonard House, Sampford Peverell Tiverton, Devon EX16 7EL, registered at the Land Registry under title number DN474383 with title absolute

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

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.

The leasehold property known as Washington Motorway Service Area, registered at the Land Registry under title number TY85702 with title absolute

The leasehold property known as Woolley Edge Motorway Service Area, Bramley Lane, Bretton, Wakefield WF44LQ, registered at the Land Registry under title number WYK674076

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 an Agreement

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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for lease and therefore it would appear that Moto's interest in the property is that of an equitable lease.

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

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**Note (6): The intellectual property specified in Schedule 7 (Intellectual Property) to the Security Document is as follows:**

#### Part A, Trade Marks:

Proprietor/Applicant	Country	Number	Trade Mark	Class(es)	Status	Filing/Renewal Date
Moto Hospitality Limited	UK	2397892	BARISTO COFFEE RUSH	30, 35, 43	Application	27 July 2005
Moto Hospitality Limited	UK	2102366	Fresh EXPRESS (DW)	30	Registered	11 June 2006
Moto Hospitality Limited	UK	2170758	Freshexpress (SERIES OF FOUR)	29, 30, 32, 42	Registered	29 June 2008
Moto Hospitality Limited	Benelux	706020	MOTO	35, 36, 41, 42	Registered	20 June 2011
Moto Hospitality Limited	Benelux	706021	MOTO	35, 36, 41, 42	Registered	20 June 2011
Moto Hospitality Limited	Benelux	708570	MOTO	35, 36, 37, 41	Registered	20 June 2011
Moto Hospitality Limited	Benelux	708571	MOTO	35, 36, 37, 41	Registered	20 June 2011
Moto Hospitality Limited	CTM	2252955	MOTO	35, 37, 41, 42	Registered	1 June 2011
Moto Hospitality Limited	CTM	2253029	MOTO	35, 37, 41, 42	Registered	1 June 2011
Moto Hospitality Limited	France	01 3105191	MOTO	41, 42	Registered	11 June 2011
Moto Hospitality Limited	France	01 3105193	MOTO	41 42	Registered	11 June 2011
Moto Hospitality Limited	France	01 3105195	MOTO	35, 36	Registered	11 June 2011
Moto Hospitality Limited	France	01 3105205	MOTO	35, 36, 37	Registered	11 June 2011
Moto Hospitality Limited	Germany	30136207	MOTO	35, 36, 41, 42	Registered	30 June 2011
Moto Hospitality Limited	Germany	30136208	MOTO	42	Registered	30 June 2011
Moto Hospitality Limited	Germany	30136209	MOTO	35, 36, 41, 42	Registered	30 June 2011
Moto Hospitality Limited	Germany	30136210	MOTO	42	Registered	30 June 2011



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Moto Hospitality Limited	Italy	743 2001 FI	MOTO	42	Application	13 July 2011
Moto Hospitality Limited	Italy	744 2001 FI	MOTO	35	Application	13 July 2011
Moto Hospitality Limited	Italy	745 2001 FI	MOTO	42	Application	13 July 2011
Moto Hospitality Limited	Italy	746 2001 FI	MOTO	35	Application	13 July 2011
Moto Hospitality Limited	Portugal	357050 MNA	MOTO	42	Registered	30 June 2013
Moto Hospitality Limited	Portugal	357052 MNA	MOTO	42	Registered	30 June 2013
Moto Hospitality Limited	Spain	2413171M7	MOTO	42	Registered	5 July 2011
Moto Hospitality Limited	Spain	2413175M X	MOTO	42	Registered	5 July 2011
Moto Hospitality Limited	UK	2261034A	MOTO (Series of 2)	29, 30, 31, 32, 33, 36, 41, 42	Registered	12 February 2911
Moto Hospitality Limited	UK	2261034B	MOTO (Series of 2)	35, 37	Registered	12 February 2911
Moto Hospitality Limited	UK	2261172A	MOTO (Series of 8)	29, 30, 31, 32, 33, 36, 41, 42	Registered	13 February 2911
Moto Hospitality Limited	UK	2251172B	MOTO (Series of 8)	35, 37	Registered	13 February 2911
Moto Hospitality Limited	Benelux	706019	MOTO Logo	35, 36, 41, 42	Registered	20 June 2011
Moto Hospitality Limited	Benelux	708569	MOTO Logo	35, 36, 41, 42	Registered	20 June 2011
Moto Hospitality Limited	CTM	2252062	MOTO Logo	35, 37, 42	Registered	30 May 2011
Moto Hospitality Limited	France	01 3105198	MOTO Logo	41, 42	Registered	11 June 2011
Moto Hospitality Limited	France	01 3105202	MOTO Logo	35, 36, 37	Registered	11 June 2011
Moto Hospitality Limited	Germany	30136204	MOTO Logo	35, 36, 41, 42	Registered	30 June 2011
Moto Hospitality Limited	Germany	30136026	MOTO Logo	42	Registered	30 June 2011
Moto Hospitality Limited	Italy	747 2001 FI	MOTO Logo	42	Application	13 July 2011
Moto Hospitality Limited	Italy	748 2001 FI	MOTO Logo	35	Application	13 July 2011
Moto Hospitality Limited	Portugal	357047 MNA	MOTO Logo	35	Application	22 August 2012

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Moto Hospitality Limited	Portugal	357048 MNA	MOTO Logo	42	Application	22 August 2012
Moto Hospitality Limited	Spain	2413173M3	MOTO Logo	42	Registered	5 July 2011
Moto Hospitality Limited	Spain	2413174M1	MOTO Logo	35	Registered	5 July 2011
Moto Hospitality Limited	UK	2272117	MOTO Logo (Series of 2)	35, 36, 41, 42	Registered	30 May 2011
Moto Hospitality Limited	UK	2220181	2GO fresh food to go	42	Registered	24 January 2010

### Part B, Unregistered Trade Marks:

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)

### Part C, Domain Names:

[www.baristo.co.uk](http://www.baristo.co.uk)

[www.moto-way.com](http://www.moto-way.com)

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[www.moto-way.co.uk](http://www.moto-way.co.uk)

**Note (7): The Chargors specified in Schedule 1 (Chargors) to the Security Document are as follows:**

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