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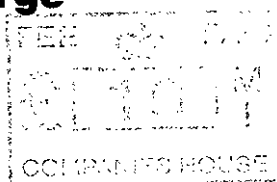
Please complete
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bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

AW/KLO/201043



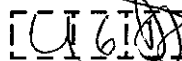
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3126731

Name of company

* FIRST MOTORWAY SERVICES LIMITED (the "Company")

Date of creation of the charge

28th June 1999

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

Debenture between (1) the Company and (2) The Governor and Company of the Bank of Scotland ("BoS") (the "Debenture")

Amount secured by the mortgage or charge

All or any moneys and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under the Debenture (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland of 2 Castle Terrace,
Edinburgh

Postcode

EH1 2YA

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

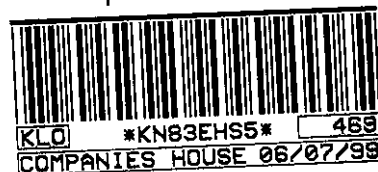
Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON
SLD/LDR/JJ/126921/BF384468

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company charged to BoS as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:

1. by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule) at the date of the Debenture vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2. by way of fixed charge:

(a) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of

Cont'd/....

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

W. S. Sore

Date

5/7/1999

On behalf of ~~[company]~~ [mortgagee/chargee] †

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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bold block lettering

Company Number

3126731

Name of Company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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binding margin

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in black type, or
bold block lettering**

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;

(c) all the Company's goodwill and uncalled capital for the time being;

(d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is at the date of the Debenture or may be entitled under any contracts;

(e) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

(f) all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under (d) above);

(g) all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and

(h) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

3. by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by this sub-clause (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

Cont'd/....
[see BF385067]

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Amount due or owing on the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 4

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Short particulars of all the property mortgaged or charged (continued)

[Continued from BF384468]

NOTE:

The Company will not without the previous written consent of BoS:

- (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or
- (b) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

DEFINITION:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

SCHEDULE:

- 1. All that leasehold property known as Magor M4 Motorway Service Area, Magor, registered at HM Land registry under title number WA638018 and more particularly described in a Lease and Reversionary Lease both dated 12th June 1992 and made between Esso Petroleum Company Limited (1) and Granada Hospitality Limited (2).
- 2. (a) All that freehold property known as Rivington Motorway Service Area, Chorley, Lancashire registered at HM Land Registry under title number LA766458.

(b) All that leasehold property formerly known as Anderton Motorway Service Area, Anderton and now known as Rivington Motorway Service Area, Chorley, Lancashire registered at HM Land Registry under title number LA622644 and more particularly described in an Underlease dated 7th July 1989 and made between (1) B P Oil UK Limited and (2) Rank Motorway Services Limited.
- 3. Land at Huntworth Business Park, Bridgwater, Somerset registered under title numbers ST138372 and ST162878.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 5

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 6

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Notes

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 7

Company Number

3126731

Name of company

FIRST MOTORWAY SERVICES LIMITED (the "Company")

Definitions

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03126731

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th JUNE 1999 AND CREATED BY FIRST MOTORWAY SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 1999.

LC
AD



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES