

**Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[1110]

3437534

Name of company

\* THE MALMAISON COMPANY (EDINBURGH) LIMITED (THE "CHARGOR")

Date of creation of the charge

3RD JUNE 2003

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

DEBENTURE BETWEEN THE MALMAISON COMPANY (EDINBURGH) LIMITED (1) and GMAC  
COMMERCIAL MORTGAGE BANK EUROPE PLC (2) (the "DEBENTURE")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEETS

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

GMAC COMMERCIAL MORTGAGE BANK EUROPE PLC  
COMMERZBANK HOUSE, IFSC, GUILD STREET, DUBLIN, EIRE.  
(THE "SECURITY AGENT")

Postcode

Presentor's name address and  
reference (if any):Lawrence Graham  
190 Strand  
WC2R 1JN

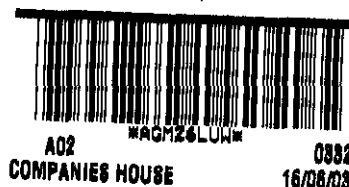
TXA/NT/G28/2

Doc No:4217216.1/4217253.1

Time critical reference

For official Use  
Mortgage Section

Post room



PLEASE SEE ATTACHED CONTINUATION SHEETS

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Laurence Graham*

Date 13/06/03

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† delete as  
appropriate

## Notes

- 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

### **AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All monies, obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred from or by the Obligors, or any of them to the Finance Parties or any of them (including, without limitation, under or in connection with the Finance Documents) in whatever currency denominated on any current or other account whatever held by the Obligors, or any of them with the Finance Parties or any of them (whether alone or jointly, or jointly and severally, with any other person, and whether as principal debtor, guarantor, surety or otherwise), together with, without limitation, interest on any of the foregoing (as well after as before judgement and payable on demand) to the date of payment at the default rate of interest set out in the Loan Agreement PROVIDED THAT no Event of Default has occurred which is continuing, then if the Lender assigns or transfers any of its rights benefits or obligations under the Finance Documents (for the avoidance of doubt this shall not include the Lender assigning or transferring any of its rights, benefits or obligations to GMAC Commercial Mortgage Investment Limited or GMAC Commercial Mortgage Bank Europe Plc), after that shall mean:

all monies, obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred from or by the Obligors, or any of them to the Finance Parties or any of them under or in connection with the Finance Documents (including without limitation any amounts which may become owing under or pursuant to any Intercreditor Deeds (as defined in the Loan Agreement)) in whatever currency denominated on any current or other account held by the Obligors, or any of them, with the Finance Parties or any of them in connection with the Finance Documents (whether alone or jointly, or jointly and severally, with any other person, and whether as principal debtor, guarantor, surety or otherwise), together with, without limitation, interest on any of the foregoing (as well after as before judgement and payable on demand) to the date of payment at the default rate of interest set out in the Loan Agreement; ("the Secured Obligations")

### **SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED**

#### **1. SECURITY**

1.1 The Chargor, with full title guarantee, and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Secured Obligations, hereby charges in favour of the Security Agent (in each case as agent and trustee for and on behalf of each of the Finance Parties):-

1.1.1 by way of legal mortgage, the Property together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and (so

far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants;

- 1.1.2 by way of fixed charge, which so far as it relates to land in England and Wales shall be a charge by way of legal mortgage, all estates or interests in any freehold, leasehold and other immovable property wherever situate (excluding the Property charged under Clause 1.1.1 above), belonging to the Chargor at the date of this Deed together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants ;
- 1.1.3 by way of specific equitable charge, all estates or interests in any future freehold, leasehold and immovable property acquired after the date hereof by the Chargor, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants;
- 1.1.4 by way of fixed charge the Chargor's rights, title, benefit and interest in the Construction Documentation (as from time to time been delivered, novated or supplemented);
- 1.1.5 by way of fixed charge all FF&E owned by the Chargor both present and future and all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire purchase of any such items;
- 1.1.6 by way of fixed charge all plant and machinery now or in the future owned by the Chargor and its interest in any plant or machinery in its possession;
- 1.1.7 by way of fixed charge all present and future book and other debts and monetary claims due or owing to the Chargor together with the benefit of all guarantees, security and indemnities for them and all liens,

reservations of title, right of tracing and other rights to enforce those claims including without limitation the Inter-Company Debts;

- 1.1.8 by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Chargor (including, without limitation the Bank Accounts) with any bank, financial institution or similar third parties;
- 1.1.9 by way of fixed charge all benefits in respect of all policies of insurances referred to in Clause 7 of the Debenture or otherwise maintained by or on behalf of the Chargor and all claims and returns of premiums in respect thereof;
- 1.1.10 by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver or liquidator);
- 1.1.11 by way of fixed charge all copyrights, patents and registered and unregistered designs (including applications and right to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property now or at any time hereafter belonging to or created by or assigned to the Chargor;
- 1.1.12 by way of fixed charge all chattels now or at any time hereafter hired, leased or rented by the Chargor to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 1.1.13 by way of fixed charge the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Assets and the right to recover and receive compensation which may be payable to it in respect of them;
- 1.1.14 by way of fixed charge the Securities and Derivative Assets;

- 1.1.15 by way of a floating charge the whole of the Chargor's undertaking, and all its property and assets whatever and wherever, present and future, including any property or assets from time to time or for the time being validly and effectively charged to the Security Agent under Clauses 1.1.1 to 1.1.14 or otherwise pursuant to the Debenture.

## 2. ASSIGNMENT

- 2.1 The Chargor with full title guarantee and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to the Security Agent (in each case as agent and trustee for and on behalf of each of the Finance Parties) absolutely all the Chargor's right, title and interest, present and future, in and to:-

- 2.1.1 all policies of insurances referred to in Clause 7 of the Debenture or otherwise maintained by or on behalf of the Chargor in respect of the Property or part thereof and all claims and returns of premiums in respect thereof;

- 2.1.2 the benefit of any agreements, contracts, licences, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by the Chargor or any other person or given to the Chargor in respect of the Property or the Fixtures or the FF&E and of any agreement relating to the purchase, lease or hire purchase of the FF&E together with all monies payable to the Chargor under each such agreement and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Chargor under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Chargor thereunder) and all the Chargor's rights, claims or remedies now or hereafter in existence arising thereunder, or to which the Chargor is now or may hereafter become entitled in relation to the Property;

- 2.1.3 all present and future book and other debts and monetary claims due or owing to the Chargor and the right to receive the same together with the benefit of all guarantees, security and indemnities for them and all liens, reservations of title, right of tracing and other rights to enforce those claims including without limitation the Inter-Company Debts;

- 2.1.4 any Franchise Agreement to which it is a party.

**3. RESTRICTIONS ON DEALING/NEGATIVE PLEDGE**

3.1 The Chargor hereby covenants in favour of the Security Agent (as agent and trustee for each of the Finance Parties) that until the Secured Obligations have been paid and discharged in full to the satisfaction of the Security Agent it will not:-

3.1.1 create, grant, extend or permit to subsist any Security Interest, or grant any option, on, over, or with respect to, the whole or any part of its present or future assets or undertaking (including, without limitation, the Property) or agree to do any such thing except for a Permitted Security Interest;

3.1.2 sell, assign, transfer, discount, factor, lease (save as provided in Clause 7.3.1 of the Debenture), lend or otherwise dispose of, or cease to exercise direct control over, the whole or any part of the Charged Assets whether by means of one or a number of transactions related or not and whether at one time or over a period of time;

**INTERPRETATION**

"Advance" means each amount advanced or to be advanced by a Lender under the Loan Agreement or the principal amount thereof outstanding from time to time;

"Agent" GMAC COMMERCIAL MORTGAGE INVESTMENT LIMITED of Commerzbank House IFSC, Guild Street, Dublin, Eire (the "Agent" which expression shall include all successor agents as appointed from time to time);

"Arranger" GMAC COMMERCIAL MORTGAGE INVESTMENT LIMITED of Commerzbank House IFSC, Guild Street, Dublin, Eire (the "Arranger");

"Bank Accounts" means the Bank Accounts as defined in the Credit Agreement;

"Bond and Floating Charge" means the bond and floating charge over the assets of The Malmaison Hotel (Glasgow) Limited dated on or about the first Drawdown Date made between The

	Malmaison Hotel (Glasgow) Limited and the Security Agent;
"Borrower"	FINLAW 406 LIMITED a company incorporated under the laws of England (registered number 04659179) whose registered office is situate at 179 Great Portland Street, London W1W 5LS (the "Borrower");
"Borrower Debenture"	means the debenture dated on or about the first Drawdown Date between the Borrower and the Security Agent;
"Business Day"	means a day other than a Saturday or Sunday on which banks are open for business in London, Dublin and New York;
"Charged Assets"	means the Property and all other property, assets and undertaking charged or assigned by Clause 1 above as the context may require or admit;
"Charges over Shares"	means the charges over the issued share capital in various Portfolio Obligors dated on or about the first Drawdown Date made between certain Obligors and the Security Agent;
"Construction Documentation"	means all the construction documents listed in Schedule 5 of the Debenture;
"Credit Agreement"	means a credit agreement dated on or about 3 November 2000 and made between MWB Malmaison Holdings Limited, certain banks and Societe Generale;
"Debentures"	means the Borrower Debenture and the Guarantor Debentures;
"Derivative Assets"	means all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends, interest, income, distributions, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the

Securities and all stocks, shares, rights, money or property accruing or offered at a time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof;

"Drawdown Date"

means any date, being a Business Day, on which an Advance is made or is proposed to be made pursuant to a Notice of Drawdown;

"Fee Letter"

means the letter dated on or about the date of the Loan Agreement between the Agent and the Borrower setting out the amounts of the various fees agreed to be paid by the Borrower;

"Finance Documents"

means all or any of the following:-

- (a) this Agreement;
- (b) the Fee Letter;
- (c) the Intercreditor Deeds;
- (d) the Security Documents;
- (e) any Transfer Certificate; and
- (f) any other documents designated in writing as a Finance Document by the Agent and the Borrower,

including in each case any amendment or restatement thereof or supplement thereto and any agreement extending the maturity thereunder, increasing any amount payable thereunder, changing the basis for calculation of a payment thereunder, introducing new or additional obligations thereunder or refinancing or restructuring any of the indebtedness constituted thereby;

"Finance Party"

means:-

- (a) each Lender;
- (b) the Agent;
- (c) the Security Agent;
- (d) the Arranger,

and "Finance Parties" shall be construed accordingly;

"Fixtures"	means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures, fittings (including trade fixtures and fittings), and fixed plant, machinery and apparatus from time to time thereon owned by the Chargor;
"FF&E"	means plant, machinery, fixtures, fittings, furniture, furnishings, computers and equipment including all equipment required for the operation of kitchens, bars, restaurants, laundries, recreation facilities, office equipment including any telephone system, material handling equipment and cleaning, electrical and engineering equipment;
"Franchise Agreements"	means the Franchise Agreements as defined in the Credit Agreement;
"Guarantors"	means the companies listed in Schedule 2 of this form
"Guarantor Debentures"	means the debentures dated on or about the first Drawdown Date between each Guarantor and the Security Agent, and "Debenture" shall be construed accordingly;
"Hotel Manager's Agreements"	means the agreements set out in Schedule 11 of the Loan Agreement or such other agreements in the form approved by the Agent under which a Hotel Manager agrees to manage a Hotel Property;
"Hotel Property"	means the Hotel Properties as defined in the Loan Agreement;

"Intercreditor Deed"	means the intercreditor deed dated 3 June 2003 between the Governor and Company of the Bank of Scotland, MWB Malmaison Holdings Limited, Marylebone Warwick Balfour Group plc, GMAC Commercial Mortgage Investment Limited, the Security Agent and certain other companies listed therein;
"Inter-Company Debts"	means any monies owing to the Chargor by any Portfolio Obligor;
"Lender"	means the Lenders as defined in the Loan Agreement;
"Loan Agreement"	means the loan agreement dated 29 May 2003 between the Borrower, the Guarantors, the Agent, the Security Agent, the Arranger, and the Lenders whereby the Lenders have agreed to make available to the Borrower a loan facility on the terms set out in that agreement;
"Obligors"	means the Borrower, the Parent, the Third Party Chargors, and the Guarantors, and "Obligor" shall be construed accordingly;
"Parent"	means Marylebone Warwick Balfour Group Plc, a company incorporated in England and Wales (company registration number 3125437) whose registered office is situate at 25 City Road, London EC1Y 1BQ;
"Permitted Security Interests"	<p>means:-</p> <p>(a) Security Interests arising under the Senior Finance Documents as at the date hereof, or which, as at the date hereof, the relevant Portfolio Obligor is, or may be, required to create thereunder;</p> <p>(b) Security Interests arising under the Hotel Manager's Agreements;</p>

- (c) Security Interests in favour of any lenders who have entered into a deed of subordination (or similar document) with, inter alios, a Senior Finance Party by which it subordinates its rights of recovery to the rights of the Senior Finance Parties;
- (d) a lien or right of set-off arising in the ordinary course of business solely by operation of law and securing amounts not more than 28 days overdue;
- (e) a Security Interest which the Agent has at any time in writing agreed shall be a Permitted Security Interest;
- (f) a Security Interest arising under the Security Documents;

"Portfolio Obligors"	means the Obligors and Indirect Obligors as defined in the Loan Agreement;
"Property"	means the property described in Schedule 1 to this form;
"Securities"	means all shares legally and/or beneficially owned from time to time by the Chargor in any Subsidiary and any other body corporate;
"Security Agent"	GMAC COMMERCIAL MORTGAGE BANK EUROPE PLC of Commerzbank House IFSC, Guild Street, Dublin, Eire (as security agent and trustee for the Finance Parties) (the "Security Agent" which expression shall include all successor security agents as appointed from time to time);
"Security Interest"	means any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the

effect of, granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same.

"Security Documents"

means all or any of the following:-

- (a) the Loan Agreement;
- (b) the Debentures;
- (c) the Standard Securities;
- (d) the Bond and Floating Charge;
- (e) the Charges over Shares;
- (f) the Marylebone Warwick Balfour Group plc Debt Charge;
- (g) the Guarantor Debt Charges;
- (h) the Third Party Debt Charges;

and any other document from time to time creating a Security Interest in favour of the Finance Parties or any of them by an Obligor or any other person by way of security for the Secured Obligations;

"Senior Finance Documents" means those documents listed in Schedule 9 of the Loan Agreement (a) any other documents or agreements described therein as, or subsequently designated as, a security document and/or a finance document or similar as the same may be amended, supplemented, restated or replaced from time to time, (b) any documents and/or agreements resulting from a refinancing of any of the above; and (c) any other document, agreement or the like (whether in existence at the date hereof or in the future) which has the effect of securing monies owing by a Portfolio Obligor to any person in priority to the Security Documents;

- "Senior Finance Party" means those persons listed or referred to in Schedule 9 of the Loan Agreement or any other persons who from time to time become a beneficiary and/or finance party or similar under or in connection with a Senior Finance Document;
- "Standard Securities" means the standard securities to be granted over the properties referred to in paragraphs 4, 8 and 9 of Schedule 8 Part A of the Loan Agreement (being Malmaison Hotel (Glasgow) and Malmaison Hotel (Edinburgh) and Argyll Street);
- "Subsidiary" has the meaning ascribed to it by section 736 of the Companies Act 1985 and "Subsidiaries" shall be construed accordingly;
- "Third Party Chargors" means:-
- Marylebone Warwick Balfour Holdings Limited  
(Company registration number 2932156);
- MWB Hotel Holdings Limited (Company registration number 4129271);
- MWB Management Services Limited (Company registration number 03908960);
- West India Quay Development Company Limited  
(Company registration number 3290264);
- MWB West India Quay (Northern) Limited (Company registration number 03413446);
- MWB West India Quay (Warehouses) Limited  
(Company registration number 03413463);
- MWB Asset Management Holdings Limited (Company registration number 04231573);
- "Transfer Certificate" means a certificate substantially in the form set out in Schedule 6;

**SCHEDULE 1 – THE GUARANTORS**

**A. MARBLE ARCH TOWER**

**Marble Arch Tower**

1. **MWB Commercial Property Holdings Ltd** (registered number 03932720)

Registered Office: 179 Great Portland Street, London W1W 5LS

2. **MWB (Marble Arch Tower) Limited** (registered number 4095572)

Registered Office: 179 Great Portland Street, London W1W 5LS

3. **Grenville Nominees No. 1 Limited** (registered number 4127823)

Registered Office: 179 Great Portland Street, London W1W 5LS

4. **Grenville Nominees No. 2 Limited** (registered number 4127837)

Registered Office: 179 Great Portland Street, London W1W 5LS

5. **MWB (Marble Arch Tower No. 1) Limited** (registered number 4095576)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Reading**

1. **MWB Friar Street Two Limited** (registered number 3932085)

Registered Office: 179 Great Portland Street, London W1W 5LS

**B. MALMAISON**

**Group**

1. **MWB Malmaison Holdings Limited** (registered number 3917393)

Registered Office: 179 Great Portland Street, London W1W 5LS

2. **Malmaison Limited** (registered number 3141385)

Registered Office: 179 Great Portland Street, London W1W 5LS

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3. **Malmaison Brand Limited** (registered number 04024442)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Malmaison Hotel, Charterhouse Square**

1. **Malmaison (Chart Square) Limited** (registered number 3490682)

Registered Office: 25 City Road, London EC1Y 1BQ

**Malmaison Hotel, Glasgow**

1. **The Malmaison Hotel (Glasgow) Limited** (registered number SC143071)

Registered Office: 10 Melville Crescent, Edinburgh EH3 7LU

**Malmaison Hotel (Newcastle)**

1. **The Malmaison Hotel (Newcastle) Limited** (registered number 3276263)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Malmaison Hotel, Leeds**

1. **The Malmaison Hotel (Leeds) Limited** (registered number 3323049)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Malmaison Hotel, Manchester**

1. **The Malmaison Hotel (Manchester) Limited** (registered number 2934866)

Registered Office: 179 Great Portland Street, London W1W 5LS

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**Malmaison Hotel, Birmingham**

1. **The Malmaison Hotel (Birmingham) Limited** (registered number 3767885)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Malmaison Hotel, Edinburgh**

1. **The Malmaison Company (Edinburgh) Limited** (registered number 3438534)

Registered Office: 179 Great Portland Street, London W1W 5LS

**C. OTHER DIRECT SECURITY PORTFOLIO**

**Argyle Street**

1. **MWB Argyle Street Limited** (registered number 03777062)

Registered Office: 179 Great Portland Street, London W1W 5LS

**Howard Hotel**

1. **MWB Howard Hotel No. 1 Limited** (registered number 04147138)

Registered Office: 179 Great Portland Street, London, W1W 5LS

2. **MWB Howard Hotel No. 2 Limited** (registered number 04147125)

Registered Office: 179 Great Portland Street, London, W1W 5LS

3. **MWB Howard Hotel Limited** (registered number 03917397)

Registered Office: 12 Temple Place, London WC2R 2PR

COMPANY NAME:  
COMPANY NUMBER:  
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**D. INDIRECT SECURITY PORTFOLIO**

**Liberty**

1. **MWB Retail Stores Shareholder Limited** (registered number 04659220)

Registered Office: 179 Great Portland Street, London W1W 5LS

**West India Quay**

1. **MWB (West India Quay) Limited** (registered number 03296394)

Registered Office: 25 City Road, London EC1Y 1BQ

**Park Lane**

1. **MWB (Park Lane) Limited** (registered number 3338343)

Registered Office: 179 Great Portland Street, London W1W 5LS

2. **140 Park Lane (No. 3) Limited** (registered number 04326411)

Registered Office: 179 Great Portland Street, London W1W 5LS

**SCHEDULE 2 – THE PROPERTY**

All that heritable interest known as Malmaison Hotel, 1 Tower Place, Leith, Edinburgh, EH6 7DB.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03437534

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd JUNE 2003 AND CREATED BY THE MALMAISON COMPANY (EDINBURGH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR OR, ANY OF THEM TO THE FINANCE PARTIES OR ANY OF THEM UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JUNE 2003.

*D. Pow*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES