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CHFP025

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bold block lettering

\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

COMPANIES HOUSE

For official use

Company number

5990905

Name of company

\* Finlaw 548 Limited (the "Company")

Date of creation of the charge

13 April 2007

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

1 All the Company's obligations and liabilities to each of the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another) under the Finance Documents,

2 the Expenses, and

3 Interest on the obligations and liabilities to the Finance Parties covenanted to be discharged and/or paid by the Company as described under paragraphs 1 and 2 above from the date on which the Company has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due,

(together the "Obligations")

(All definitions are given at Addendum 3 of the continuation sheet)

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

The Governor and Company of the Bank of Scotland of 3/5 Albyn Place, Aberdeen as security trustee (the "Security Trustee")

Postcode AB10 1PY

Presentor's name address and  
reference (if any)

Dickinson Dees LLP  
St Ann's Wharf  
112 Quayside  
Newcastle upon Tyne  
NE99 1SB

Ref NFDB/BAN/13/234 (4584236)

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*AV31CP1B\*

A07

26/04/2007

572

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee grants and demises to the Security Trustee:-

1.1 so much of the Property as is of freehold tenure (save any part of the ownership whereof is registered or is in the course of being registered at the land registry but including any part thereof which is held additionally for any other estate or interest) to hold the same unto the Security Trustee for the term of 10,000 years from 13 April 2007 subject to the proviso for redemption hereinafter contained; and

1.2 so much of the Property as is of leasehold tenure (save any part of the ownership whereof is registered or is in the course of being registered at the land registry but including any part thereof which is held additionally for any other tenure, estate or interest) to hold the same unto the Security Trustee for all the residue of the term or respective term of years for which the Company holds the same less the last three days of such term or terms.

2 The Company with full guarantee charges to the Security Trustee -

(continued at Addendum 4 of the continuation sheet)

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lettering

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

*Dickinson Dees LLP*

Date

*24/4/07*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

† 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 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 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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## Addendum 1/4

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

## Addendum 2/4

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

## Addendum 3/4

## 3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

In this Form 395 the following words and phrases will have the following meanings -

"Administrator" means an administrator appointed under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989,

"Encumbrance" means any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority;

"Expenses" means (a) all reasonable expenses properly incurred (on a full indemnity basis) by an Administrator of the Company in carrying out his statutory functions and that Administrator's remuneration and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Security Trustee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing the Charge or in exercising any right or power under the Charge or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred;

"Facility Agent" means The Governor and Company of the Bank of Scotland in its capacity as facility agent or any replacement or successor facility agent under the terms of the Facility Agreement;

"Facility Agreement" means the facility agreement dated 13 April 2007 made between (1) Finlaw 548 Limited as borrower (the "Borrower"), (2) the companies listed in Part A of Schedule 1 thereto as guarantors, (3) The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as original lenders, (4) The Governor and Company of the Bank of Scotland as facility agent, (5) The Governor and Company of the Bank of Scotland as Security Trustee and (6) The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as hedging banks as amended, novated, restated or supplemented from time to time,

"Finance Documents" means the Facility Agreement, any document which is security for the obligations under the Facility Agreement, the development funding letter which specifies the circumstances in which some funds can be withdrawn from the Charged Account, any fee letter or hedging agreement entered into in connection with the Facility Agreement and any other document designated as a finance document by the Facility Agent and the Borrower,

"Finance Party" means the Facility Agent, the Security Trustee, any Lender and any Hedging

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Bank;

"Hedging Bank" means The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc in their capacity as hedging banks under the Facility Agreement together with any other person who becomes a hedging bank under the terms of the Facility Agreement;

"Interest" means interest at the rate or rates agreed between the relevant Finance Party and the Company and in the absence of agreement in respect of any liability or obligation at the rate of 3% per annum above the base rate of the Bank from time to time;

"Lenders" means The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc in their capacity as lenders under the Facility Agreement together with any other person who becomes a lender under the terms of the Facility Agreement;

"Permitted Security" means security which is permitted pursuant to clause 22 3(b) of the Facility Agreement;

"Property" means -

The land and premises comprised in a Lease dated 13 April 2007 between The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited (1) and the Company (2) and therein described as "the land situated at and known as 34-38 Victoria Street, Belfast being the Malmaison Hotel, together with the building or buildings from time to time erected on it or part of it shown edged red on the plan as the same is registered at The land registry of Northern Ireland under folio number AN60088 County Antrim together with any Landlord's fixtures and fittings";

the land and premises comprised in an Assignment dated 13 April 2007 between Malmaison (Belfast) Limited (1) the Company (2) and The Department of Social Development (3) and known as ground floor premises at 8 Marlborough Street, Belfast and therein described as "the premises comprised in and demised by Lease dated 1st March 2002 between Laganside Corporation (1) and John Finbarr Wyse and Patrick Joseph Daly (2) and therein described as "the premises hereby demised are ALL THAT AND THOSE the ground floor premises situate within the buildings shown for the purpose of identification only surrounded by a redline on the map attached hereto including -

- (a) the floor finishings but nothing below them;
- (b) the ceiling finishes but nothing above them,
- (c) the finishes applied to the interior of the external walls and columns of the building but not any other part of the external walls and columns,
- (d) any non-load bearing walls within the demised premises,
- (e) the doors and windows and the doors and window frames; and
- (f) all additions and improvements",

Street Works Licence dated 24th June 2004 between (1) The Department for Regional Development and (2) Malmaison (Belfast) Limited expiring on 1st March 2127 in respect of the right to place or retain service pipes, cables and ducts in Marlborough Street, Belfast,

Name of company

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"Receiver" means any person appointed as receiver, manager or receiver and manager; and

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company except any sums payable in respect of services or insurance provided by the Company in relation to such Property.

#### Addendum 4/4

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

2.1 so much of the Property the ownership whereof or, in the case of leasehold land, the leasehold interest whereof, is registered or in the course of being registered in the land registry and the Company assents to the registration of this charge as a burden on all property affected thereby subject to the proviso for redemption hereinafter contained and, on request of the Security Trustee, applies to the registrar of titles for registration in the folios specified in the Schedule of a restriction in the terms set out in Clause 4 3 of the Charge;

2 2 by way of fixed charge -

2 2.1 all estates and interest in any other freehold and leasehold property in the future vested in or charged to the Company,

2 2.2 all buildings, structures, plant, machinery and other items affixed to or forming part of the Company's freehold and leasehold property now and in the future, and

2 2.3 all the goodwill relating to the Charged Property or the business and undertaking conducted at the freehold and leasehold property

3 The Company with full guarantee assigns to the Security Trustee -

3 1 the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future freehold and leasehold property or that property's construction, use or title and the benefits of all easements serving or relation to such property, subject to reassignment on redemption,

3.2 the Rental Sums together with the benefit of all rights and remedies of the Company relating to them, subject to reassignment on redemption; and

3.3 the proceeds of each policy of insurance now or in the future issued in relation to the Company's freehold and leasehold property, subject to reassignment on redemption,

(together the "Charged Property").

NB The Company will not without the Security Trustee's prior written consent create or permit to arise or continue any Encumbrance affecting the Charged Property (except for any Permitted Security) or increase or extend any liability of the Company secured on any of the Charged Property.

Company number

5990905

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05990905

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 13th APRIL 2007 AND CREATED BY MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS FINLAW 548 LIMITED TO EACH OF THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 26th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MAY 2007

*Power*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES