

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

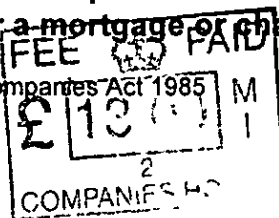
**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

# 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)



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

07  
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

6  
The Governor and Company of the Bank of Scotland of 3/5 Albyn Place, Aberdeen as the 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 (4590875)

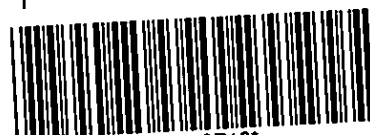
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A07  
"AV319P18"  
26/04/2007  
COMPANIES HOUSE

575

Short particulars of all the property mortgaged or charged

1. The Company with full guarantee charges to the Security Trustee:-
- 1.1 by way of legal mortgage:-
- 1.1.1 all the Company's legal interest in the Property;
- 1.1.2 all the freehold and leasehold property now vested in or charged to the Company other than the Property;
- 1.2 by way of fixed charge -
- 1.2.1 all estates and interest in any other freehold and leasehold property in the future vested in or charged to the Company,
- 1.2.2 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
- (continued at Addendum 4 of the continuation sheet)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Dickson Dees LLP*

Date

*24/4/07*

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

**A fee 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 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**

Name of company

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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,

"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 Bank,

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"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, and

"Finance Documents" has the meaning as defined in the Facility Agreement;

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

"Property" means:-

all that leasehold property known as Hotel du Vin Harrogate, Prospect Place, Harrogate HG1 1LB as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

all that leasehold property known as Hotel du Vin Tunbridge Wells Crescent Road, Tunbridge Wells TN1 2LY as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

all that leasehold property known as Hotel du Vin Bristol, The Sugar House, Lewins Mead, Bristol, BS1 2NU as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

land at Lewins Mead, Bristol BS1 2NR, title number BL70135;

all that leasehold property known as Hotel du Vin Birmingham, 25 Church Street, Birmingham B3 2NR as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Hotel du Vin Brighton 4-6 Ship Street, Brighton BN1 1AD as the same is more particularly described in a lease dated 14 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

all that leasehold property known as Hotel du Vin Winchester, Southgate Street, Winchester SO23 9EF as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

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all that leasehold property known as Hotel du Vin Henley on Thames, New Street, Henley on Thames RG9 2BU as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

all that leasehold property known as Hotel du Vin York, 89 The Mount, York, YO24 1BL as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Hotel du Vin Cambridge, 1519 Trumpington Street, Cambridge as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Malmaison Leeds, King House, 1 Swinegate, Leeds, LS1 4AG as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Malmaison Manchester Piccadilly, Manchester M1 3AQ as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Malmaison Charterhouse Square, Charterhouse Square, London as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

all that leasehold property known as Malmaison Newcastle, The Malmaison Hotel, Newcastle Quayside, Newcastle upon Tyne, NE1 3DX as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold land shown being 50 car parking spaces at Sandgate, East Quayside, title number TY341127,

all that leasehold property known as Malmaison Reading Great Western House, Station Road, Reading, RG1 1JX as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Hotel du Vin Cheltenham, Parabola Road, Cheltenham, L50 3AQ as the same is more particularly described in a lease dated 13 April 2007 and made between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company;

all that leasehold property known as Malmaison Liverpool Part of Plot 5, Princes Dock, Liverpool, L3 9PP as the same is more particularly described in a lease dated 13 April 2007 and made between (1) Malmaison (Liverpool) Limited and (2) the Company,

Name of company

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all that leasehold property known as Malmaison Birmingham, One Wharfside Street, Birmingham, B1 1RD Mal Birmingham as the same is more particularly described in a lease dated 13 April 2007 between (1) The Malmaison and Hotel du Vin European Limited Partnership acting by its General Partner Malmaison Europe General Partner Limited and (2) the Company,

"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)

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

2 The Company with full guarantee assigns to the Security Trustee:-

2 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,

2 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

2 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

Name of company

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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

*PDW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES