

MR01

Particulars of a charge

199387/156



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This
scanned and placed on the public record

TUESDAY



1 Company details

Company number 0 5 9 9 0 9 0 5

Company name in full MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS
LIMITED

19 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d5 m0 m7 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Malmaison Edinburgh, Tower Place, Edinburgh (Title no MID113519, MID12575 and MID91315)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Partner, for Tods Murray LLP

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name IAW PJA R00507 1260

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



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 included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



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 or email 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



FILE COPY

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5990905

Charge code 0599 0905 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2014 and created by MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2014.

Given at Companies House, Cardiff on 5th August 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

[Signature]

BRODIES LLP
Solicitors

9 July 2014

Ref MAL115-3

STANDARD SECURITY

by

MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED

in favour of

THE ROYAL BANK OF SCOTLAND PLC

as Security Agent

Re Malmaison Edinburgh, Tower
Place, Edinburgh
(Title no. MID113519, MID12575
and MID91315)

2014

IAW PJA SWD R00507.1260

FAS NO 8646



TODS MURRAY LLP
SOLICITORS

Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9AG

Tel 0131 656 2000 Fax 0131 656 2020 DX ED58

Also at 33 Beetham Street Glasgow G2 6RL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815-Glasgow Central

Email maildesk@todsmurray.com

www.todsmurray.com

STANDARD SECURITY

GRANTED BY

- (1) **MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED**, incorporated under the Companies Acts in England (Registered Number 05990905) and having its registered office at 1 Fleet Place, London EC4M 7WS (the "Chargor")

IN FAVOUR OF

- (2) **THE ROYAL BANK OF SCOTLAND PLC**, incorporated under the Companies Acts in Scotland with registration number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB as security agent and security trustee for the Finance Parties under and in terms of the Facilities Agreement and the Intercreditor Agreement (the "Security Agent", which expression includes its successors and assignees as security agent and security trustee aforesaid).

WHEREAS:

- (A) The Lenders agreed to make available to the Borrower loan facilities in accordance with the terms of the Finance Documents and have now agreed to supplement the terms of those loan facilities pursuant to the Supplemental Letter
- (B) It is a condition precedent to the Supplemental Letter that the Chargor enters into this Deed

IT IS HEREBY DECLARED AND GRANTED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Facilities Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed

"Acceleration Event" means service of a notice by the Agent under clause 25.20 (*Acceleration*) of the Facilities Agreement.

"Borrower" means Malmaison and Hotel du Vin Property Holdings Limited (company number 5990905)

"Debentures" means.

- a) the Debenture dated 1 April 2014 between, amongst others, the Borrower and the Security Agent, and
- b) the debenture dated on or about the date of this Deed between, amongst others, the Borrower and the Security Agent,

and each a "Debenture"

"Delegate" means any delegate, agent, attorney, co-trustee or sub-delegate appointed under clause 7 (*Delegation*).

"Facilities Agreement" means the facilities agreement dated 1 April 2014 between, amongst others, the Borrower and The Royal Bank of Scotland plc as original lender, arranger, agent and security agent, as supplemented by the Supplemental Letter and as further amended, restated, supplemented or novated from time to time.

"Intercreditor Agreement" has the meaning given in the Facilities Agreement

"Party" means the Chargor or the Security Agent

"Property" means the property specified and described in part 1 (*The Property*) of the Schedule

"Schedule" means the schedule of two parts annexed and executed as relative hereto

"Secured Liabilities" means all present and future obligations and liabilities due, owing or incurred (whether actual or contingent and whether due, arising or incurred jointly or severally or in any other capacity whatsoever) by any one or more of the Borrower and/or the Obligors (as defined in the Facilities Agreement) to any Secured Party under any Finance Document

"Secured Party" means a Finance Party or any Delegate.

"Security Assets" means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed

"Supplemental Letter" means the supplemental letter dated on or about the date of this Deed between, amongst others, Malmalson Hotel du Vin Holdings Limited and The Royal Bank of Scotland plc as agent

1.2 Construction

- a) The provisions of clause 1.2 (*Construction*) of the Facilities Agreement shall apply, with any necessary amendments, in this Deed
- b) Any reference in this Deed to the "**Chargor**", the "**Security Agent**", or any other person shall be construed so as to include its successors in title, permitted assigns or assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facilities Agreement

1.3 Third party rights

- a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right to enforce or enjoy the benefit of any term of this Deed

- b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time
- c) Any Delegate, Finance Party or any officer, employee or agent of such Delegate or Finance Party may, subject to this sub-clause, rely on any clause of this Deed which expressly confers rights on it.

1.4 Benefit

The provisions of this Deed are for the benefit of the Security Agent as security agent and as security trustee for and on behalf of the Finance Parties.

2 UNDERTAKING TO PAY

The Chargor shall pay and discharge each of the Secured Liabilities when due.

3 CREATION OF SECURITY

3.1 Standard Security

The Chargor hereby in security for the payment and discharge of all the Secured Liabilities grants a standard security in favour of the Security Agent over the Property. The standard conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply; And the Chargor agrees that the standard conditions shall be varied to the effect that

- a) all the obligations, undertakings, representations and warranties specified and contained in each Debenture relating to the property and assets secured thereby or pursuant thereto and the rights and powers granted thereunder shall, in each case to the extent applicable to the Property and the security and other rights and powers created hereunder and pursuant hereto, be deemed to be repeated herein and shall, except in so far as inconsistent herewith, apply *mutatis mutandis* to the Property and the security and other rights and powers created hereunder and pursuant hereto;
- b) Insofar as the provisions of the Finance Documents extend, add to, depart from, or conflict with, the standard conditions, or there is any inconsistency between the provisions of the Finance Documents and the standard conditions, the applicable provisions of the Finance Documents shall, to the extent permitted by law, prevail and take effect,
- c) upon the occurrence of an Acceleration Event, the Chargor shall be held to be in default within the meaning of standard condition 9 (1) (b) whereupon and without prejudice to all of its other rights, remedies and powers the Security Agent shall be entitled to call up this standard security

3.2 Continuing Security

The Security created, or expressed to be created, by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

3.3 Additional security

The Security created, or expressed to be created, by this Deed

- a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- b) may be enforced against the Chargor without having recourse to any other rights of any Finance Party

3.4 Survival of obligations

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Security Assets

3.5 Further assurance

The Chargor shall promptly do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)) in relation to Security Assets located in the United Kingdom

- a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, standard security, charge, assignment, assignation or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law, and/or
- b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created by this Deed.

4 RESTRICTIONS ON DEALING

4.1 Security

The Chargor shall not create or permit to subsist any Security over any Security Asset, other than any Security permitted by the Finance Documents

4.2 Disposals

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary)

to sell, lease, licence, transfer or otherwise dispose of any Security Asset except as permitted by the Finance Documents

5 REPRESENTATIONS

5.1 The Chargor represents and warrants to the Security Agent (for the benefit of each Finance Party) on the date of this Deed that subject to the Legal Reservations, this Deed

- a) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- b) It is the heritable proprietor or registered tenant or legal owner of all the assets over which this Deed purports to create any Security

6 POWER OF ATTORNEY

6.1 Appointment

The Chargor hereby by way of security irrevocably appoints the Security Agent and any Delegate separately and independently as its attorney (with full power of substitution) on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit

- a) to do anything which the Chargor is obliged to do under this Deed, but has failed to do so on the date it was obliged so to do; and
- b) to exercise any of the rights conferred on the Security Agent or any Delegate in relation to the Security Assets or under this Deed

provided that such power of attorney shall not be exercisable by the Security Agent, any Receiver or any Delegate until the occurrence of an Event of Default which is continuing

6.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this clause.

7 DELEGATION

7.1 Delegate and sub-delegates

The Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

7.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) as the Security Agent thinks fit

7.3 Liability

The Security Agent will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

8 PRESERVATION OF SECURITY

8.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred and each Finance Party shall be entitled to recover the value or amount of that payment, security or disposition from the Chargor.

8.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or any Finance Party) including, without limitation:

- a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance Document or any other document or security, including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

- g) any insolvency or similar proceedings

8.3 Immediate recourse

The Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

8.4 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, any Finance Party (or any trustee or agent on its behalf) may:

- a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and
- b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

8.5 Deferral of the Chargor's rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed

- a) to be indemnified by an Obligor or any other person;
- b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents,
- c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- d) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which an Obligor has given a guarantee, undertaking or indemnity under any other Finance Document,
- e) to exercise any right of set-off against any Obligor or other person; and/or

- f) to claim, rank or prove as a creditor of any Obligor or other person in competition with any Finance Party

8.6 If the Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Chargor under or in connection with the Finance Documents to be repaid in full) on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct

9 COSTS AND EXPENSES

9.1 Amendment costs

If the Chargor requests an amendment, waiver or consent, the Chargor shall, within five Business Days of demand, reimburse the Security Agent for the amount of all reasonable costs and expenses (including legal fees) reasonably and properly incurred by the Security Agent in responding to, evaluating, negotiating or complying with that request or requirement

9.2 Enforcement expenses

The Chargor shall, within five Business Days of written demand, pay to the Security Agent the amount of all reasonable costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Finance Party or any Delegate in connection with the enforcement of or the preservation of any right under this Deed or the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security created or expressed to be created in favour of the Security Agent by this Deed or enforcing these rights

10 PAYMENTS

10.1 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

11 CALCULATIONS AND CERTIFICATES

11.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Chargor are prima facie evidence of the matters to which they relate.

11.2 Certificates and determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

12 NO MERGER OR PREJUDICE

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent

13 PARTIAL INVALIDITY

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of the remaining provisions under the law of any other jurisdiction will in any way be affected or impaired

14 REMEDIES AND WAIVERS

14.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy

14.2 The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law

15 CHANGES TO THE PARTIES

15.1 Assignment and transfer by the Chargor

The Chargor shall not assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed

15.2 Assignment and transfer by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Intercreditor Agreement.

16 THE FINANCE DOCUMENTS

The Chargor acknowledges the terms of the Finance Documents, including, without limitation, clause 10.3 (*Default interest*), clause 29 (*Role of the Agent and Security Agent*) and clause 32 (*Payment Mechanics*) of the Facilities Agreement.

17 NOTICES

Subject to the requirements of Conveyancing and Feudal Reform (Scotland) Act 1970, every notice, request, demand or other communication under this Deed shall be made and delivered in accordance with the Facilities Agreement

18 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by Scots law

19 ENFORCEMENT

- 19 1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- 19 2 Each Party agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 19 3 This clause is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions

20 WARRANDICE

The Chargor grants warrandice, but excepting therefrom the leases and others specified and described in part 2 (*Exceptions from Warrandice*) of the Schedule, without prejudice to the right of the Security Agent to quarrel or impugn the same on any ground of law not inferring warrandice against the Chargor.

21 CONSENT TO REGISTRATION

The Chargor consents to the registration of this Deed and of any certificate referred to in Clause 11.2 (*Certificates and determinations*) for preservation and execution

IN WITNESS WHEREOF these presents consisting of this and the preceding ten pages together with the Schedule are executed as follows:

SUBSCRIBED for and on behalf of the said
MALMAISON AND HOTEL DU VIN
PROPERTY HOLDINGS LIMITED by

.....
Director
(Print Full Name)

.....
Director
(Signature)

Before this witness

.....
Witness
(Print Full Name)

.....
Witness
(signature)

of
(address of witness)

at . *London*
(town of signature)

on *30 June 2014*
(date of signature)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE

This is the schedule referred to in the foregoing standard security by Malmaison and Hotel du Vin Property Holdings Limited in favour of The Royal Bank of Scotland PLC as Security Agent within mention

PART 1

THE PROPERTY

ALL and WHOLE the subjects known as Malmaison Edinburgh comprising: (One) 1 Tower Place, Edinburgh EH6 7BZ being the whole subjects registered in the Land Register of Scotland under Title Number MID113519, (Two) 1-4 Tower Place aforesaid being the whole subjects registered in the Land Register of Scotland under Title Number MID91315 and (Three) the subjects on the northeast side of Tower Street, Edinburgh being the whole subjects registered under Title Number MID12575.

PART 2

EXCEPTIONS FROM WARRANTICE

- 1 Lease between The Malmaison Company (Edinburgh) Limited and the Chargor dated 13 April 2007 and being the subjects registered in the Land Register of Scotland under Title Number MID102839.
- 2 Lease between the Chargor and The Malmaison Company (Edinburgh) Limited dated 5 April 2007 and being the subjects registered in the Land Register of Scotland under Title Number MID102835, as varied by (i) an assignation between The Malmaison Company (Edinburgh) Limited and Malmaison Trading Limited dated on or about the date hereof and (ii) a deed of variation between the Chargor and Malmaison Trading Limited dated on or about the date hereof, each to be registered in the Land Register of Scotland under Title Number MID102835.
- 3 Lease between The Malmaison Company (Edinburgh) Limited and Scottish Power UK PLC registered in the Land Register of Scotland on 13 September 2001

Director

for and on behalf of the said MALMAISON
AND HOTEL DU VIN PROPERTY
HOLDINGS LIMITED