

# G

COMPANIES FORM No. 155(6)(a)

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

CHFP021

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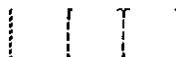
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf Note 5)

For official use

Company number



SC231776

Name of company

HOTEL DU VIN (GLASGOW) LIMITED

Note  
Please read the notes on page 3 before completing this form

\* insert full name of company

Ø insert name(s) and address(es) of all the directors

XI/We Ø Richard Gary Balfour Lynn of 6 Connaught Square London W2 2HG,  
Michael Albert Bibring of Conifers, Hive Road, Bushey Heath, Hertfordshire  
WD2 1JG, Andrew Francis Blurton of Old Cedar House, Guildford Road,  
Cranleigh, Surrey GU6 8LT and Jagtar Singh of 6 Paines Lane, Pinner,  
Middlesex. HA5 2DQ

† delete as appropriate

§ delete whichever is inappropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that

The business of the company is

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1979, or~~ xx

~~(b) that of a person authorised under section 2 or 4 of the Insurance Companies Act 1982 to carry on any~~ xx

~~insurance business in the United Kingdom~~ x

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] [company's holding company]

limited†

The assistance is for the purpose of ~~(the acquisition)~~ [reducing or discharging a liability incurred for the purpose of that acquisition] †

The number and class of the shares acquired or to be acquired is 243,650 ORDINARY SHARES OF £1 EACH.

Presenter's name address and reference (if any)

PRICEWATERHOUSECOOPERS  
LEGAL LLP  
1 EMBANKMENT PLACE  
LONDON  
WC2N 6DX

For official Use (0)  
General Section

THURSDAY



\*L06VFZ5T\*

LD3

24/04/2008

151

COMPANIES HOUSE

The assistance is to be given to (note 2) MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED OF 179 GREAT PORTLAND STREET, LONDON W1W 5LS

Please do not  
write in  
this margin

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

The assistance will take the form of

1. AN ACCESSION LETTER (THE "ACCESSION LETTER") IN RESPECT OF A FACILITY AGREEMENT BETWEEN MALMAISON AND HOTEL DU VIN PROPERTY HOLDINGS LIMITED (THE "BORROWER") (1), THE GUARANTORS (AS DEFINED THEREIN) (2), BANK OF SCOTLAND PLC ("BOS") AND THE ROYAL BANK OF SCOTLAND PLC AS LENDERS (3), BOS AS FACILITY AGENT (4), BOS AS SECURITY TRUSTEE (5), AND BOS AND RBS AS HEDGING BANKS (6) AS AMENDED BY AN AMENDMENT AGREEMENT BETWEEN THE SAME PARTIES DATED 24 APRIL 2007 AND TWO AMENDMENT AND RESTATEMENT AGREEMENTS BETWEEN THE PARTIES ONE DATED 28 SEPTEMBER 2007 AND THE OTHER DATED 14 FEBRUARY 2008 (TOGETHER THE "FACILITY AGREEMENT") TO BE ENTERED INTO BY THE BORROWER AND THE COMPANY TO BOS AS FACILITY AGENT; AND
2. THE GRANT OF A FLOATING CHARGE (THE "FLOATING CHARGE") BY THE COMPANY IN FAVOUR OF BOS AS SECURITY TRUSTEE (THE "SECURITY TRUSTEE").

The person who [has acquired] ~~with a share~~† the share is  
HOTEL DU VIN LIMITED

† delete as  
appropriate

The principal terms on which the assistance will be given are

SEE ANNEX 1 ATTACHED

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

Please do not  
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in black type, or  
bold block lettering

\* delete either (a) or  
(b) as appropriate

~~X~~/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

~~(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up]\* (note 3)~~

And ~~X~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 1 West Garden Place  
London  
W2

Day Month Year  
on 

1	1	0	4	2	0	0	8
---	---	---	---	---	---	---	---

before me Rupert Barnes

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

David Conway & Co

1 Great Cumberland Place  
London W1H 7AL

## NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown

3 Contingent and prospective liabilities of the company are to be taken into account see section 156(3) of the Companies Act 1985

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

5 The address for companies registered in England and Wales or Wales is

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

*[Handwritten signatures and initials]*

## ANNEX 1

### FORM 155(6)(a)

#### HOTEL DU VIN (GLASGOW) LIMITED

##### 1 ACCESSION LETTER TO FACILITY AGREEMENT

Pursuant to the Company acceding to the Facility Agreement under the Accession Letter, the Company will irrevocably and unconditionally and jointly and severally

- 1 1 guarantee to each Finance Party, as principal obligor and not merely as surety, punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents,
- 1 2 undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, that Company shall immediately on demand pay that amount as if it was the principal obligor, and
- 1 3 indemnify each Finance Party immediately on demand against any reasonable cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover

##### 2 FLOATING CHARGE

Under the Floating Charge, the Company will with full title guarantee charge to the Security Trustee by way of floating charge the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

BOS and RBS are each a "**Finance Party**" under the Facility Agreement

"**Obligor**" means the Borrower and any Guarantor (as defined under the Facility Agreement)

"**Finance Document**" has the meaning ascribed to that expression in the Facility Agreement

References to the Facility Agreement and the Floating Charge are to those documents as the same may be amended, supplemented, replaced or novated from time to time. The Facility Agreement and Floating Charge contain various other undertakings and indemnities on the part of the Company



**KPMG Audit Plc**  
Canary Wharf (38th Floor)  
1 Canada Square  
London E14 5AG  
United Kingdom

Tel +44 (0) 20 7311 1000  
Fax +44 (0) 20 7311 4121  
DX 38050 Blackfriars

**Private & confidential**  
The Directors  
Hotel du Vin Glasgow Limited  
1 Devonshire Gardens  
Glasgow  
G12 0UX

11 April 2008

Dear Sirs

**Auditors' report to the directors of Hotel du Vin Glasgow Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 11 April 2009 in connection with the proposal that the company should give financial assistance for the purchase of the company's ordinary shares

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

*KPMG Audit Plc*

KPMG Audit Plc  
Registered Auditor

# G

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Insert full name of company

Insert name(s) and address(es) of all the directors

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~~Michael Albert Bibring of Conifers, Hive Road, Bushey Heath, Hertfordshire~~  
~~WD2 1TG, Andrew Francis Blurton of Old Cedar House, Guildford Road,~~  
~~Cranleigh, Surrey GU6 8LT and Jagtar Singh of 6 Paines Lane, Pinner,~~  
~~Middlesex HA5 2DQ~~

delete as appropriate

~~(The directors)~~ ~~all the directors~~ of the above company do solemnly and sincerely declare that  
The business of the company is

delete whichever is inappropriate

- (a) ~~the bona fide carrying on of a business~~  
(b) ~~the bona fide carrying on of a business~~  
(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~(company's holding company)~~

The assistance is for the purpose of ~~(the acquisition)~~ reducing or discharging a liability incurred for the purpose of that acquisition

The number and class of the shares acquired or to be acquired is 243,650 ORDINARY SHARES OF £1 EACH

Presenter's name address and reference (if any)

PRICEWATERHOUSECOOPERS  
LEGAL LLP  
1 EMBANKMENT PLACE  
LONDON  
WC2N 6DX

For official Use (02/06)  
General Section

Post room

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The person who [has acquired] ~~the share~~ <sup>the share</sup> is  
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† delete as  
appropriate

The principal terms on which the assistance will be given are

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☒ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) [If we have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

(b) [~~It is intended to commence the winding up of the company within 12 months of the date on which the assistance is proposed to be given, and we have formed the opinion that the company will be able to pay its debts as they fall due during 12 months of the period commencing on the date on which the assistance is proposed to be given~~]\* (note 3)

And ~~we~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at **2100 DARESURY PARK  
CHESTER ROAD, DARESURY  
CHESHIRE, WA4 4BP**

Declarants to sign below

on 

Day	Month	Year
11	04	2008

before me

**Paul Wili (Raymond Wili)**  
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

**FORSHAWS  
SOLICITORS LLP  
16 WALTON ROAD  
STOCKTON HEATH  
WARRINGTON  
WA4 6NL**

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Yours faithfully

*KPMG Audit Plc*

KPMG Audit Plc  
Registered Auditor

