

232038/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

**What this form is NOT for**

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



A24YRFS9

A07

26/03/2013

#198

COMPANIES HOUSE

1**Company details**

Company number

1 2 8 0 1 3 3

Company name in full

DOYLE LONDON HOTELS LIMITED (the **Chargor**)

15

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2**Date of creation of charge**

Date of creation

d1 d4 m0 m3 y2 y0 y1 y3

3**Description**

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

English Law Security Agreement (the **Deed**) dated 14 March 2013 between,
amongst others, the **Chargor**, the Company (as defined below) and the
Security Trustee (as defined below)

4**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever and whether as principal or surety and
including interest, discount, commission and other
expenses computed and compounded as agreed from
time to time pursuant to the Finance Documents) of
each Obligor to any Secured Creditor under any
Finance Document (each capitalised term as defined
below) (the **Secured Liabilities**)

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name ALLIED IRISH BANKS, p l c (the **Security Trustee**)

Address Bankcentre

Ballsbridge, Ireland

Postcode D u b l i n 4

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars See continuation sheet

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP. X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Adam Zecharia (0014710-0000051)

Company name
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX 73 London

Telephone +44 (0)20 3088 0000



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgage or charge
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

FORM MG01 CONTINUATION SHEET

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CONSTRUCTION

- (a) References to, or to any specified provision of, the Deed, any Finance Document or any other document shall be construed as references to the Deed or such Finance Document, that provision or that document as in force for the time being and as amended, extended or restated (which as each Chargor specifically agrees and acknowledges in relation to the Finance Document may include, without limitation, (i) any increase or reduction in any amount made available thereunder and/or alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the obligations incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of the foregoing) in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment, extension or restatement being permitted) with the requisite consents
- (b) A reference to an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly
- (c) Unless the context otherwise requires, a reference to a Security Asset includes
- (i) any part of that Security Asset,
 - (ii) any proceeds of that Security Asset, and
 - (iii) any present and future assets of that type

2. ORIGINAL SECURITY AGREEMENTS

- 2 1 Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a Security Interest ranking subject to the equivalent Security Interests created by the Original Security Agreements until such time as the Security Interests created by the Original Security Agreements cease to have effect
- 2 2 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements and the same asset or right is expressed to be assigned again under the Deed, that assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interests created by the Original Security Agreements cease to have effect at a time when the Deed still has effect

3. CREATION OF SECURITY

3.1 General

- (a) All the Security

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) is created in favour of the Security Trustee,
- (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
- (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the Chargor assigns an agreement under the Deed (or charges it) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
 - (i) the Chargor must notify the Security Trustee immediately,
 - (ii) unless the Security Trustee otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable, and
 - (iii) the Chargor must promptly supply to the Security Trustee a copy of the consent obtained by it
- (c) The Security Trustee holds the benefit of the Deed on trust for the Secured Creditors

3.2 Land

- (a) The Chargor charged
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, this includes any specified in Part 1 (Real Property) of Schedule 1 (Security Assets) to this MG01 opposite its name or in Part 1 of the schedule to any Deed of Accession by which it became party to the Deed, and
 - (ii) (to the extent that they are not the subject of a mortgage described in subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property
- (b) A reference in the Deed to any freehold or leasehold property includes
 - (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

3.3 Investments

- (a) The Chargor charged

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 (Shares) of Schedule 1 (Security Assets) to this Form MG01 opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to the Deed, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Shares and Cash Equivalents) owned by it or held by any nominee on its behalf
- (b) A reference in the Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes
 - (i) any dividend, interest or other distribution paid or payable,
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 - (iii) any right against any clearance system, and
 - (iv) any right under any custodian or other agreement,
 in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment
- 3.4 Plant and Machinery**

The Chargor charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession
- 3.5 Intellectual Property**

The Chargor charged by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights, this includes any specified in Part 3 (Specific Intellectual Property Rights) of Schedule 1 (Security Assets) in this Form MG01 opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became party to the Deed
- 3.6 Relevant Contracts**
 - (a) The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
 - (i) its Relevant Contracts,
 - (ii) any letter of credit issued in its favour, and
 - (iii) any bill of exchange or other negotiable instrument held by it
 - (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected as described in paragraph (a)

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

- (c) To the extent that they do not fall within any other subparagraph of this paragraph and are not effectively assigned as described in paragraph (a) or (b) below above, the Chargor charged by way of first fixed charge all of its rights under each agreement and document to which it is a party

3.7 Miscellaneous

The Chargor charged by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

3.8 Floating charge

- (a) The Chargor charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed
- (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Enforcement Event has occurred,
 - (ii) the Security Trustee (acting reasonably and in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy and where those assets have a value, in aggregate, in excess of €5,000,000, or
 - (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealings) of the Deed
- (c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) anything done with a view to obtaining a moratorium,
under section 1A to the Insolvency Act 1986
- (d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets
 - (i) if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator, or
 - (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Trustee of a notice described in paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Deed or any other Finance Document
- 4. **RESTRICTIONS ON DEALINGS**
The Chargor may not
 - (a) create or allow to exist any Security Interest on any of its assets, or
 - (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,
 unless permitted under the Loan Agreement
- 5. **FURTHER ASSURANCES**
The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for
 - (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Deed,
 - (b) facilitating the realisation of any Security Asset,
 - (c) facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset, or
 - (d) creating and perfecting security in favour of the Security Trustee (equivalent to the security intended to be created by the Deed) over any assets of any Chargor located in any jurisdiction outside England and Wales

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>This includes</p> <ul style="list-style-type: none"> (i) the re-execution of the Deed, (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, and (iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Trustee may think expedient <p>6. DEFINITIONS</p> <p>In this Form MG01</p> <p>Accession Agreement means a letter, substantially in the form of Schedule 7 (Form of Accession Agreement) to the Loan Agreement, with such amendments as the Facility Agent may approve or reasonably require</p> <p>Additional Borrower means a member of the Group which becomes a Borrower after the date of the Loan Agreement</p> <p>Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Loan Agreement</p> <p>Administrative Party means the Arranger, the Security Trustee or the Facility Agent</p> <p>AIB Treasury Agreement means any Treasury Transaction entered into between any Obligor and the Treasury Counterparty</p> <p>Arranger means Allied Irish Banks, p l c or any successor thereto</p> <p>Borrowers means the Original Borrowers and an Additional Borrower and Borrower means any of them</p> <p>Cash Equivalent means liquid assets and investments held for the purposes of resale</p> <p>Commitment Fee Letter means the commitment fee letter dated 30 November 2007 between the Facility Agent and the Company</p> <p>Company means Doyle Hotels (Holdings) Limited, a company incorporated in the Republic of Ireland under registration number 418681 (formerly Jurys Doyle Hotels (Holdings) Limited).</p> <p>Debenture means a debenture (as same may be amended restated or supplemented from time to time) granted by each Obligor creating fixed (but not fixed charges over book debts or bank accounts) and floating charges over its undertaking and assets (or such other equivalent form or forms of security customary in the jurisdiction of the relevant Obligor) in such form as is satisfactory to and produced by the Facility Agent</p>	

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Deed of Accession means a deed substantially in the form of Schedule 3 (Form of Deed of Accession) to the Deed

Enforcement Event means the delivery by the Facility Agent of a notice pursuant to and in accordance with clause 25 19 (Acceleration) of the Loan Agreement

Excluded Companies means the following companies

- (a) Jurys Doyle Hotel Group Staff Pension Trust Limited,
- (b) Jurys Doyle Hotel Group Management Pension Trust Limited,
- (c) Royal Link Restaurant Limited,
- (d) Netherfield Developments Limited, and
- (e) Oldross Consultancy Limited,

or such other company as the Facility Agent may consent to being an Excluded Company and in such an event that Excluded Company shall be released from the guarantees set out in the Loan Agreement and the Security Documents

Facility Agent means Allied Irish Banks, p l c or any successor thereto as facility agent for the Lenders

Facility Office means the office(s) notified by a Lender to the Facility Agent

- (a) on or before the date it becomes a Lender, or
- (b) following that date, by not less than five Business Days' notice,

as the office(s) through which it will perform its obligations under the Loan Agreement

Fee Letter means a letter entered into on or about the date of the Original Loan Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees

Finance Document means

- (a) the Loan Agreement,
- (b) the First Loan Agreement Amendment and Restatement Agreement,
- (c) the Second Loan Agreement Amendment and Restatement Agreement,
- (d) the Fee Letter,
- (e) the Second Fee Letter,
- (f) a Transfer Certificate,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (g) an Accession Agreement,
- (h) a Hedging Bank Accession Letter,
- (i) the Security Documents,
- (j) the Overdraft Facility Letter,
- (k) the Commitment Fee Letter,
- (l) the First Deed of Subordination,
- (m) the Second Deed of Subordination,
- (n) a Hedging Agreement,
- (o) an AIB Treasury Agreement, and
- (p) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender, the Overdraft Bank, a Hedging Bank, a Treasury Counterparty or an Administrative Party

First Deed of Subordination means the deed of subordination dated 30 November 2007 between the Company and the Facility Agent (as may be amended from time to time)

First Facility A means First Facility A term loan facility made available pursuant to clause 2.1 of the Loan Agreement in euro

First Facility B means First Facility B term loan facility made available pursuant to clause 2.1 of the Loan Agreement in US dollars

Group means the Company and its Subsidiaries but excluding the Excluded Companies

First Loan Agreement Amendment and Restatement Agreement means an agreement dated 20 February 2008 between, amongst others, the Company and Allied Irish Banks, plc as security trustee, arranger, facility agent and lender, amending and restating the Original Loan Agreement

Guarantors means the Original Guarantors and an Additional Guarantor and **Guarantor** means any of them

Hedging Agreement means any interest rate hedging Treasury Transaction entered into by an Obligor with a Hedging Bank in accordance with clause 24.12 (Interest Hedging) of the Loan Agreement

Hedging Bank means the Initial Hedging Bank and any Lender to which the Initial Hedging Bank novates, assigns or transfers any of its rights or interests in a Hedging Agreement and which is party to the Loan Agreement and which has acceded to the Loan Agreement

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Hedging Bank Accession Letter means a document substantially in the form set out in Schedule 18 (Hedging Bank Accession Letter) of the Loan Agreement

Initial Hedging Bank means Allied Irish Banks, p l c or any successor thereto

Intellectual Property Rights means all know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in any jurisdiction and in each case whether registered or not and including all applications for the same) of any member of the Group

Intercompany Loan means any loan or loan note provided by the Chargor to any other member of the Group

Irish Lender means a Lender which is beneficially entitled to the amounts payable to that Lender in respect of an advance under a Finance Document and is

- (a) licensed, pursuant to Section 9 of the Central Bank Act, 1971, to carry on banking business in Ireland and whose Facility Office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of the TCA, or
- (b) an authorised credit institution under the terms of Directive 2006/48/EC and has duly established a branch in Ireland or has made all necessary notifications to its home state competent authorities required thereunder in relation to its intention to carry on banking business in Ireland and such financial institution is recognised by the Revenue Commissioners in Ireland as carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of the TCA and has its Facility Office located in Ireland, or
- (c) a company (within the meaning of Section 4 of the TCA),
 - (i) which, by virtue of the law of a Relevant Territory is resident in the Relevant Territory for the purposes of tax and that jurisdiction imposes a tax that generally applies to interest receivable in that jurisdiction by companies from sources outside that jurisdiction, or
 - (ii) in receipt of interest which
 - (A) is exempted from the charge to Irish income tax pursuant to the terms of a double taxation treaty entered into between Ireland and another jurisdiction that is in force on the date the relevant interest is paid, or
 - (B) would be exempted from the charge to Irish income tax pursuant to the terms of a double taxation treaty entered into between Ireland and another jurisdiction signed on or before the date on which the relevant interest is paid but not in force on that date, assuming that treaty had the force of law on that date,

provided that, in the case of both (i) and (ii) above, such company does not

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

provide its commitment in connection with a trade or business which is carried on in Ireland through a branch or agency in Ireland,

- (d) a company (within the meaning of Section 4 of the TCA),
 - (i) which advances money in the ordinary course of a trade which includes the lending of money,
 - (ii) in whose hands any interest payable in respect of money so advanced is taken into account in computing the trading income of that company,
 - (iii) which has complied with the notification requirements set out in Section 246(5)(a) of the TCA, and
 - (iv) whose Facility Office is located in Ireland, or
- (e) a US corporation that is incorporated in the US and is subject to US Federal income tax on its worldwide income provided that such US corporation does not provide its commitment in connection with a trade or business which is carried on in Ireland through a branch or agency in Ireland, or
- (f) a US LLC, where the ultimate recipients of the interest payable to that LLC satisfy the requirements set out in (3) above and the business conducted through the LLC is so structured for market reasons and not for tax avoidance purposes, provided that such LLC and the ultimate recipients of the relevant interest do not provide their commitment in connection with a trade or business which is carried on in Ireland through a branch or agency in Ireland, or
- (g) a qualifying company (within the meaning of section 110 of the TCA) and whose Facility Office is located in Ireland, or
- (h) an investment undertaking (within the meaning of Section 739B of the TCA) and whose Facility Office is located in Ireland

Irish Obligor means an Obligor resident in Ireland for Irish tax purposes or which makes such payments through a branch or office in Ireland

Lender means

- (a) an Original First Facility A Lender, an Original First Facility B Lender or an Original Second Facility Lender, or
- (b) any person which becomes a First Facility A Lender, a First Facility B Lender or a Second Facility Lender after the date of the Loan Agreement and which is a Qualifying Lender

Loan Agreement means the loan agreement dated 30 November 2007, as amended and/or restated on 20 February 2008 and on 14 March 2013, and as further amended and restated from time to time, between, amongst others, the Company, the Original Borrowers, the Original Guarantors and Allied Irish Banks, p l c as security trustee, arranger, facility agent and lender

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Obligor means a Borrower or a Guarantor

Original Borrowers means the persons listed in **Part 1 (Original Borrowers)** of **Schedule 2 (Original Borrowers, Original Guarantors and Original Lenders)** to this Form MG01

Original First Facility A Lender means Allied Irish Banks, p l c or any successor thereto

Original First Facility B Lender means Allied Irish Banks, p l c or any successor thereto

Original Guarantors means the persons listed in **Part 2 (Original Guarantors)** of **Schedule 2 (Original Borrowers, Original Guarantors and Original Lenders)** to this Form MG01

Original Loan Agreement means the €325,000,000 credit facility agreement dated 30 November 2007 between, amongst others, the Company and the Security Trustee

Original Second Facility Lender means Allied Irish Banks, p l c or any successor thereto

Original Security Agreements means the security agreement dated 30 November 2007 between, among others, the Company and the Security Trustee and the security agreement dated 20 February 2008 between, among others, the Company and the Security Trustee

Overdraft Bank means Allied Irish Banks, p l c or any successor thereto

Overdraft Facility Letter means the then current facility letter offering overdraft facilities up to a maximum of €15,000,000 (or other such amount as the Overdraft Bank and the Borrowers shall agree) to the Borrowers from Allied Irish Banks, p l c in its capacity as Overdraft Bank issued from time to time

Plant and Machinery means in relation to the Chargor any plant, machinery, computers, office equipment or vehicles including but not limited to any specified in **Part 4 (Plant and Machinery)** of **Schedule 1 (Security Assets)** to this Form MG01 or in the schedule to any Deed of Accession by which it became party to the Deed

Qualifying Lender means a Lender which is

- (a) in relation to payments of interest made by an Irish Obligor, an Irish Lender or a Treaty Lender,
- (b) in relation to payments of interest made by a U K Obligor, a U K Lender or a Treaty Lender, or
- (c) in relation to payments of interest made by a Treaty Obligor, a Treaty Lender

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Deed

Relevant Contract means

- (a) any Intercompany Loan,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) any other agreement to which the Chargor is a party and which the Chargor and the Security Trustee have designated a Relevant Contract, and
- (c) in relation to the Chargor any other agreement specified in **Part 5 (Relevant Contracts)** of Schedule 1 (Security Assets) opposite its name in this Form MG01 or in any schedule to any Deed of Accession by which it became a party to the Deed

Relevant Territory means

- (a) a member state of the European Communities (other than Ireland), or
- (b) to the extent not a member state of the European Communities, a jurisdiction with which Ireland has entered into a double taxation treaty that either has the force of law by virtue of section 826(1) of the TCA or which will have the force of law on completion of the procedures set out in section 826(1) of the TCA

Second Facility means the Second Facility term loan facility made or to be made available pursuant to clause 2.1 of the Loan Agreement in euro, Sterling or US dollars

Second Fee Letter means the letter entered into on the date of the Second Loan Agreement Amendment and Restatement Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees

Second Loan Agreement Amendment and Restated Agreement means an agreement dated 14 March 2013 between, amongst others, the Company and Allied Irish Banks, plc as security trustee, arranger, facility agent and lender, amending and restating the Original Loan Agreement as amended and restated by the First Loan Agreement Amendment and Restatement Agreement

Second Subordination Agreement means the form of subordination agreement set out at Schedule 19 (Second Subordination Agreement) of the Loan Agreement

Secured Creditors means each Finance Party

Security means any Security Interest created, evidenced or conferred by or under the Deed or any Deed of Accession

Security Assets means all assets of the Chargor the subject of the Security

Security Documents means

- (a) each Debenture,
- (b) the Share Charge, and
- (c) any other document entered into by any of the Group hereunder as security for the obligations of the Obligor or any of them

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation, hypothec or security interest or any other agreement or arrangement having a similar effect

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Share Charge means an equitable charge of shares (as the same may be amended, restated or supplemented from time to time) entered into or to be entered into by each Obligor in respect of any shares held by it in any member of the Group such form as is satisfactory to and produced to the Facility Agent or in the case of any Obligor incorporated in the US a pledge over its shares in a format reasonably acceptable to the Facility Agent

Shares means all shares in any member of the Group the subject of the Security

Sterling means the lawful currency for the time being of the UK

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership

TCA means the Taxes Consolidation Act 1997 of Ireland

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Loan Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

Treasury Counterparty means Allied Irish Banks, p l c or any successor thereto

Treasury Transaction means any currency or interest purchase, cap or collar agreement, forward rate agreement interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, spot transaction, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement

Treaty Lender means

- (a) in relation to payments made by an Irish Obligor, a Lender (other than a Lender falling within paragraph (c) (e) or (f) of the definition of Irish Lender) which, on the date a payment of interest is made under the Loan Agreement
 - (i) is a person which is resident (as defined in the appropriate double taxation agreement) in a country with which Ireland has a double taxation agreement which permits the payment of interest to persons so resident by persons resident in Ireland without the deduction of any withholding tax, and
 - (ii) does not carry on a business in Ireland through a permanent establishment (as defined in the appropriate double taxation agreement) to the extent that such treaty would disallow the payment of interest without deduction of withholding tax
- (b) in relation to payments made by a UK Obligor, a Lender which is, on the date a payment of interest falls due under the Loan Agreement
 - (i) a person which is treated as a resident (as defined in the appropriate double taxation agreement) of a jurisdiction with which the United Kingdom has a double taxation agreement for the purposes of that agreement which makes provision for full exemption from tax imposed by the United Kingdom on

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

interest, and

- (11) does not carry on a business in the United Kingdom through a permanent establishment (as defined in the appropriate double taxation agreement) with which that Lender's participation is effectively connected
- (c) in relation to payments made by a Treaty Obligor, a Lender which is, on the date a payment of interest falls due under the Loan Agreement
 - (i) a bank or company which is resident (as defined in the appropriate double taxation agreement) in a country with which the US has a double taxation agreement which permits the payment of interest to persons so resident by Treaty Obligors without the deduction of any withholding tax, and
 - (11) does not carry on a business in the in the US through a permanent establishment (as defined in the appropriate double taxation agreement) or a branch of agency with which the payment is effectively connected

Treaty Obligor means an Obligor subject to US federal income tax on a net income basis, as the case may be, or which makes such payments through a branch or office in the US

U.K. means the United Kingdom of Great Britain and Northern Ireland

U.K. Lender means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is

- (a) a Lender
 - (i) which is a bank (as defined for the purpose of section 879 of the Income Tax Act 2007) making an advance under a Finance Document and is within the charge to U K corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payment apart from section 18A of the Corporation Tax Act 2009, or
 - (11) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the Income Taxes Act 2007) at the time that that advance was made and within the charge to U K corporation tax as respects any payments of interest made in respect of that advance, or

(b) a UK Non-Bank Lender

U.K. Non-Bank Lender means

- (a) a company resident in the U K for U K tax purposes,
- (b) a partnership each member of which is
 - (i) a company so resident in the U K , or
 - (11) a company not so resident in the U K which carries on a trade in the U K

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the Corporation Tax Act 2009, or

- (c) a company not so resident in the UK which carries on a trade in the UK through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the Corporation Tax Act 2009) of that company,

which, in each case, is beneficially entitled to payments made to it under the Loan Agreement and which has provided (or is deemed to have provided) to the relevant Obligor and not retracted confirmation of the above in accordance with the Loan Agreement

U.K. Obligor means an Obligor resident in the U K for the purposes of U K taxation or which makes such payments through a branch or office in the U K

US means the United States of America

US dollars or **US\$** means the lawful currency, for the time being, of the U S

MG01 – continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

SECURITY ASSETS

PART 1

REAL PROPERTY

Chargor	Freehold/Leasehold	Description
Doyle Hotels (UK) Limited	Freehold and Leasehold	Jurys Bristol Hotel Prince Street Bristol BS1 4QF (Title BL72169, BL72170)
Doyle London Hotels Limited	Leasehold	Jurys Clifton Ford Hotel 47 Welbeck Street London WIG SDN (Title NGL821444)
Doyle Kensington Hotel Limited	Freehold	113 and 113 A Queens Gate, 18 Manson Place and 88, 90 and 92 Brompton Road, London (Title NGL311762)
Doyle Kensington Hotel Limited	Freehold	108, 108a, 109, 110, 111 and 112 Queen's Gate London (Title LN126895)
Doyle Kensington Hotel Limited	Leasehold	Parts of the basement, ground and first floors 108 and 108A Queensgate and 92A Old Brompton Road, London (Title NGL457226)
Doyle Bloomsbury Hotel Limited	Freehold	The Jury's Hotel 16-22 (all) Great Russell Street London (Title 344802)
Doyle Hotels Holdings (UK) Limited	N/A	None as at the date of the Deed
P V Doyle Hotels Limited	N/A	None as at the date of the Deed

MG01 – continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 2

SHARES

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Doyle Hotels Holdings (UK) Limited	Doyle Kensington Hotel Limited	N/A	Ordinary	100
		N/A	Redeemable Ordinary	20,528,000
Doyle Hotels Holdings (UK) Limited	Doyle Bloomsbury Hotel Limited	N/A	Ordinary	100
		N/A	Redeemable Ordinary	20,655,000
Doyle Hotels Holdings (UK) Limited	Doyle London Hotels Limited	N/A	Ordinary	300,000

MG01 – continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 3

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

No	Jurisdiction	TM Number	Mark	Date	Status	Classes	Proprietor
1	Irish	240747	Café Novo	15/12/2008	Registered	41, 43, 44	PV Doyle Hotels Limited
2	Irish	216428	ANABEL	10/11/1999	Registered	41, 42	PV Doyle Hotels Limited
3	Irish	216798	ANABEL (Figurative)	10/11/1999	Registered	41, 42	PV Doyle Hotels Limited
4	Irish	206638	ANNABELS	14/10/1997	Registered	41, 42	PV Doyle Hotels Limited
5	Irish	215412	BURLINGTON	15/07/1999	Registered	41, 42	PV Doyle Hotels Limited
6	Irish	218421	CLUB ANABEL	11/07/2000	Registered	41, 42	PV Doyle Hotels Limited
7	Irish	216639	THE BERKELEY COURT HOTEL	13/12/1999	Registered	41, 42	PV Doyle Hotels Limited
8	Irish	218006	THE BURLINGTON	04/01/2000	Registered	41, 42	PV Doyle Hotels Limited
9	Irish	218397	THE BURLINGTON (Figurative)	11/07/2000	Registered	41, 42	PV Doyle Hotels Limited
10	Irish	218007	THE BURLINGTON HOTEL	04/01/2000	Registered	41, 42	PV Doyle Hotels Limited
11	Irish	215995	THE	22/11/1999	Registered	41, 42	PV Doyle

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

			WESTBURY				Hotels Limited
12	Irish	218089	The Westbury (Figurative)	11/07/2000	Registered	41, 42	PV Doyle Hotels Limited
13	Irish	215996	THE WESTBURY HOTEL	22/11/1999	Registered	41, 42	PV Doyle Hotels Limited
14	Irish	235588	The Sideline Bar	16/02/2006	Registration	41, 43	PV Doyle Hotels Limited
15	Irish	235587	THE SIDELINE BISTRO	15/02/2006	Registration	41, 43	PV Doyle Hotels Limited
16	Irish	234933	THE SIDELINE BAR (series of marks)	06/02/2006	Registration	41, 43	PV Doyle Hotels Limited
17	Irish	234925	THE SIDELINE BISTRO (series of 2 marks)	06/02/2006	Registration	41, 43	PV Doyle Hotels Limited
18	EU	004550372	Rejuvenate ENTERTAINMENT (Image)	18/08/2005	Registered	41, 43, 44	PV Doyle Hotels Limited
19	EU	004551041	rejuvenate BED (Image)	18/08/2005	Pending Registration	41, 43, 44	PV Doyle Hotels Limited
20	EU	004551024	rejuvenate BATHROOM (Image)	18/08/2005	Pending Registration	41, 43, 44	PV Doyle Hotels Limited
21	EU	004550216	rejuvenate (Image)	18/08/2005	Pending Registration	41, 43, 44	PV Doyle Hotels Limited
22	EU	002816734	TREASURE YOUR LEISURE	17/09/2002	Registered	41, 43	PV Doyle Hotels Limited

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

			(Word)				
23	EU	008190902	The Bloomsbury Hotel (London) (figurative)	31/08/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
24	EU	007291073	DC The Doyle Collection (figurative)	01/07/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
25	EU	007291016	The Marylebone Hotel London DC (figurative)	09/06/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
26	EU	007290951	The Cork Hotel, Cork DC (figurative)	06/07/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
27	EU	007290836	DC (figurative)	11/05/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
28	EU	007290811	The Normandy Hotel Washington DC (figurative)	08/06/2011	Registered	41, 43, 44	PV Doyle Hotels Limited
29	EU	007290778	The Kensington Hotel London DC (Figurative)	04/08/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
30	EU	007290431	The Westbury Hotel Dublin DC (figurative)	05/06/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
31	EU	007237399	The Westbury	09/04/2009	Registered	41, 43, 44	PV Doyle Hotels Limited
32	EU	007188576	Landseer	16/02/2009	Registered	41, 43, 44	PV Doyle Hotels

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

							Limited
33	UK	2519942	The Bristol Hotel, Bristol DC	06/10/2008	Registered	41, 43, 44	PV Doyle Hotels Limited
34	UK	2591096	Aubrey	12/08/2011	Registered	43	PV Doyle Hotels Limited
35	UK	2603669	ONE08/One 08	06/12/2011	Registered	43	PV Doyle Hotels Limited
36	US	3976332	The Bloomsbury Hotel, London DC	14/06/2011	Registered	41, 43, 44	PV Doyle Hotels Limited
37	US	3862458	The Doyle Collection DC	19/10/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
38	US	3830054	The Marylebone Hotel, London DC	10/08/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
39	US	3884719	The Cork Hotel Cork DC	07/12/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
40	US	3826855	DC	03/08/2010	Registered	41, 43, 44	PV Doyle Hotels Limited
41	US	3924453	The Westbury Hotel Dublin DC	01/03/2011	Registered	41, 43, 44	PV Doyle Hotels Limited
42	US	3748268	The Westbury	16/02/2010	Registered	41, 43, 44	PV Doyle Hotels Limited

MG01 – continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 4

PLANT AND MACHINERY

None as at the date of the Deed

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 5

RELEVANT CONTRACTS

Doyle Kensington Hotel Limited	<p>Asset purchase agreement dated on or about 14 July 2011 in respect of The Kensington Hotel between Doyle Hotels (UK) Limited and Doyle Kensington Hotel Limited</p> <p>Loan agreement dated on or about 14 July 2011 between Doyle Hotels (UK) Limited and Doyle Kensington Hotel Limited</p>
Doyle Bloomsbury Hotel Limited	<p>Asset purchase agreement dated on or about 14 July 2011 in respect of The Bloomsbury Hotel between Doyle Hotels (UK) Limited and Doyle Bloomsbury Hotel Limited</p> <p>Loan agreement dated on or about 14 July 2011 between Doyle Hotels (UK) Limited and Doyle Bloomsbury Hotel Limited</p>
Doyle Hotels Holdings (UK) Limited	<p>Loan agreement dated on or about 14 July 2011 between Doyle Hotels (UK) Limited and Doyle Hotels Holdings (UK) Limited</p> <p>Share purchase agreement dated on or about 14 July 2011 between Doyle Hotels (UK) Limited and Doyle Hotels Holdings (UK) Limited</p>

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

ORIGINAL BORROWERS, ORIGINAL GUARANTORS AND ORIGINAL LENDERS

PART 1

ORIGINAL BORROWERS

Irish Registered Companies

No.	Company Name	Registered No.	Registered Office
1	Doyle Hotels (Holdings) Limited (formerly Jurys Doyle Hotels (Holdings) Limited)	418681	156 Pembroke Road, Ballsbridge, Dublin 4
2	West Hotel Trading Company Limited	424471	156 Pembroke Road, Ballsbridge, Dublin 4
3	Doyle Hotels (Finance) Limited (formerly Jurys Doyle Hotels (Finance) Limited)	447374	156 Pembroke Road, Ballsbridge, Dublin 4
4	Doyle Hotels (US) Limited (formerly Jurys Doyle Hotels (US) Limited)	267222	156 Pembroke Road, Ballsbridge, Dublin 4
5	Doyle Hotel Group Limited (formerly Jurys Doyle Hotel Group Limited)	18327	156 Pembroke Road, Ballsbridge, Dublin 4
6	P V Doyle Holdings Limited	21337	156 Pembroke Road, Ballsbridge, Dublin 4
7	P V Doyle Hotels Limited	29651	156 Pembroke Road, Ballsbridge, Dublin 4
8	Thornhill Incorporated	21705	156 Pembroke Road, Ballsbridge, Dublin 4

English Registered Companies

No.	Company Name	Registered No.	Registered Office
1	Doyle Hotels (UK) Limited (formerly Jurys Doyle Hotels (UK) Limited)	06063543	47 Welbeck Street, London, W1G 8DN, England
2	Doyle London Hotels Limited (formerly Jurys Doyle London Hotels Limited)	01280133	47 Welbeck Street, London, W1G 8DN,

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

			England
3	Doyle Bloomsbury Hotel Limited	07676611	47 Welbeck Street, London, WIG 8DN, England
4	Doyle Kensington Hotel Limited	07676690	47 Welbeck Street, London, WIG 8DN, England
5	Doyle Hotels Holdings (UK) Limited	07676461	47 Welbeck Street, London, WIG 8DN, England

US Registered Companies

No.	Company Name	Registered No	Registered Office
1	Doyle Hotel Group USA, Ltd (formerly Jurys Doyle Hotel Group USA, Ltd)	2795241	2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware 19809, U S
2	Doyle US Holdings, Inc (formerly Jurys Doyle US Holdings, Inc)	3520062	2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware 19809, U S

MG01 – continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 2

ORIGINAL GUARANTORS

Irish Registered Companies

No.	Company Name	Registered No	Registered Office
1	Doyle Hotels (Holdings) Limited (formerly Tarend Limited)	418681	156 Pembroke Road, Ballsbridge, Dublin 4
2	West Hotel Trading Company Limited	424471	156 Pembroke Road, Ballsbridge, Dublin 4
3	Doyle Hotels (Finance) Limited (formerly Jurys Doyle Hotels (Finance) Limited)	447374	156 Pembroke Road, Ballsbridge, Dublin 4
4	Doyle Hotels (US) Limited (formerly Koyland Limited and Jurys Doyle Hotels (US) Limited)	267222	156 Pembroke Road, Ballsbridge, Dublin 4
5	Doyle Hotel Group Limited (formerly Jurys Doyle Hotel Group Limited)	18327	156 Pembroke Road, Ballsbridge, Dublin 4
6	P V Doyle Holdings Limited	21337	156 Pembroke Road, Ballsbridge, Dublin 4
7	P V Doyle Hotels Limited	29651	156 Pembroke Road, Ballsbridge, Dublin 4
8	Thornhill Incorporated	21705	156 Pembroke Road, Ballsbridge, Dublin 4
9	Doyle Hotels (Ireland) Limited (formerly Glasshall Limited and Jurys Doyle Hotels (Ireland) Limited)	418678	156 Pembroke Road, Ballsbridge, Dublin 4
10	Catatona Investments Limited	344792	156 Pembroke Road, Ballsbridge, Dublin 4

English Registered Companies

No.	Company Name	Registered No.	Registered Office	Jurisdiction
1	Doyle Hotels (UK) Limited (formerly Jurys Doyle Hotels (UK) Limited)	06063543	47 Welbeck Street, London, W1G 8DN, England	English

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2	Doyle London Hotels Limited (formerly Jurys Doyle London Hotels Limited)	01280133	47 Welbeck Street, London, W1G 8DN, England	English
3	Doyle Bloomsbury Hotel Limited	07676611	47 Welbeck Street, London, W1G 8DN, England	English
4	Doyle Kensington Hotel Limited	07676690	47 Welbeck Street, London, W1G 8DN, England	English
5	Doyle Hotels Holdings (UK) Limited	07676461	47 Welbeck Street, London, W1G 8DN, England	English

US Registered Companies

No.	Company Name	Registered No.	Registered Office	Jurisdiction
1	Doyle Hotel Group USA, Ltd (formerly Jurys Doyle Hotel Group USA, Ltd)	2795241	2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware 19808	US (State of Delaware)
2	Doyle US Holdings, Inc (formerly Jurys Doyle US Holdings, Inc)	3520062	2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware 19808	US (State of Delaware)
3	Doyle Back Bay LLC (formerly Jurys Boston, LLC)	3404714	2711 Centreville Road, Suite 400, Wilmington, New Castle County, Delaware 19809	US (State of Delaware)
4	Doyle Normandy LLC (formerly Jurys Normandy LLC)	L11522	2020K St, NW, Washington, DC 20006	US (District of Columbia)
5	Doyle Courtyard L L C (formerly Jurys Wyoming LLC)	2825767	2020K St, NW, Washington, DC 20006	US (District of Columbia)
6	Doyle Dupont LLC (formerly Jurys Washington LLC)	L11523	1209 Orange Street, Wilmington, New Castle County, Delaware, 19801	US (State of Delaware)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1280133
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY
AGREEMENT DATED 14 MARCH 2013 AND CREATED BY
DOYLE LONDON HOTELS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY SECURED CREDITOR ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 26 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2013

