

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

CHFP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

A fee of £10 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



1280133

Name of company

\*  
Doyle London Hotels Limited (the "Chargor")

Date of creation of the charge

29<sup>th</sup> March 2000

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

Composite Guarantee and Debenture - see continuation sheet.

Amount secured by the mortgage or charge

See continuation sheet

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

National Westminster Bank Plc (the "Lender")  
135 Bishopsgate, London EC2M 3UR, England

Postcode

Presentor's name address and  
reference (if any):

AFRC/SC  
Arthur Cox Northern Ireland  
Stokes House  
17-25 College Square East  
Belfast  
BT1 6HD

Time critical reference

For official Use  
Mortgage SectionA09  
COMPANIES HOUSE0270  
17/04/00

Short particulars of all the property mortgaged or charged

See continuation sheet.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Arthur Lee Northern Ireland*

Date

*14 April 2000*

On behalf of [~~company~~][mortgagee/chargee]<sup>†</sup>

**A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)**

<sup>†</sup> delete as  
appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

**A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.**

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

1280133

Name of company

Doyle London Hotels Limited (the "Chargor")

Limited \*

\* delete if  
inappropriate

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

Composite Guarantee and Debenture ("the Deed") dated 29<sup>th</sup> March, 2000 between the Chargor and another (together the "Chargors" (as hereinafter defined)) of the one part and the Lender of the other part.

### WHERE:-

"Chargors" means the companies whose names and registered offices are specified in the First Schedule of the Deed and shall include any one of them as well as all of them and any one "a Chargor".

~~All moneys, obligations and liabilities whatsoever~~ (whether actual or contingent) whether principal, interest or otherwise which at the date of the Deed or at any time thereafter may become, due or owing to the Lender by the Company (as hereinafter defined) in whatever currency denominated under the ISDA Agreement (as hereinafter defined) (the "Indebtedness") and all costs, charges, expenses and other sums (banking, legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by the Lender by or through any Receiver (as defined in the Deed), attorney, delegate, sub-delegate, substitute or agent of the Lender (including, without limitation, the remuneration of any of them) for any of the purposes referred to in the Deed or in relation to the enforcement of the security created by the Deed or any other security held by the Lender as security for the Indebtedness together with interest on such costs, charges and expenses from the date of demand for payment of such sums to the date of payment (as well after as before any demand made or judgment obtained under the Deed) at such rates and upon such terms as may from time to time be agreed and in the absence of agreement at the Default Rate (as hereinafter defined).

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

WHERE:-

"Company" means JYLE B.V. a company incorporated in The Netherlands;

"Default Rate" means the rate per annum determined by the Lender from time to time to be two per cent over the rate at which overnight or call deposits (or deposits for periods of such duration as the Lender may from time to time designate but having regard to the likely duration of the non-payment) in the relevant currency are offered to the Lender in the relevant inter-bank market for the currency in question at or about 10 a.m. in the relevant centre of the relevant inter-bank market on the Business Day (as defined in the Deed) immediately following the due date, the rate to be re-calculated on the same basis at the end of each such period until the sum in question is received by the Lender; and

"ISDA Agreement" means the ISDA Master Agreement of on or about 29<sup>th</sup> of March, 2000 between the Company and the Lender.

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

--

A first floating charge (the "Floating Charge") over all of the Chargor's undertaking property and assets whatever and wherever situate, present and future including its goodwill and uncalled capital (collectively the "Charged Assets").

NOTE:-

- (1) The Chargor is prohibited by the Deed without the prior consent in writing of the Lender from:-
  - (a) creating or permitting to exist any mortgage, debenture, charge, pledge, lien (save for as permitted by the Facilities Agreement (as hereinafter defined) and liens arising by operation of law) or other interest (whether express or arising by operation of law) on or affecting its Charged Assets or any part thereof; or
  - (b) save where expressly permitted pursuant to the terms of any other agreement between the parties to the Deed, selling or otherwise disposing of any of its Charged Assets.
- (2) The Lender may, at any time by notice to the Chargor (and whether or not it makes demand under Clause 2.1 of the Deed in writing and whether or not an Event of Default (as defined in the Deed) shall have occurred), convert the Floating Charge into a specific charge as regards any assets specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress, execution or sequestration or other process levied or threatened or to be otherwise in jeopardy and may appoint a Receiver (as defined in the Deed) thereof.
- (3) In addition and without prejudice to any other event resulting in a crystallisation of the Floating Charge, the Floating Charge shall automatically be converted into a fixed charge over:
  - (a) all property, assets or undertaking subject to the Floating Charge, if and when:
    - (i) any of the Chargors or the Company ceases to carry on its business;
    - (ii) any of the Chargors or the Company

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company number

1280133

Name of company

Doyle London Hotels Limited (the "Chargor")

Limited \*

\* delete if  
inappropriate

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

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



Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

agrees to sell or otherwise dispose of all of its business or assets;

- (iii) the holder of any other security interest whether ranking in priority to or pari passu with or after the Floating Charge shall appoint a Receiver (as defined in the Deed) or an Administrator (as defined in the Deed), or a petition is presented for the appointment of an Examiner (as defined in the Deed) or an Administrator (as defined in the Deed) to or the protection of the court is sought by any of the Chargors or the Company or a Related Company (as defined in the Deed) of a Chargor or the Company or any Subsidiary of Jurys Doyle Hotel Group Plc;
  - (iv) any floating charge granted by any of the Chargors or the Company to any person shall crystallise for any reason whatsoever; or
  - (v) any asset of any of the Chargors or the Company is, in the opinion of the Lender, in danger of being seized or is seized by or on behalf of any creditor of such Chargor or the Company.
- (b) any property, assets or undertaking which shall become subject to a security interest in favour of any person other than the Lender save as permitted by the Facilities Agreement without the prior written consent of the Lender or which are the subject of a sale, transfer or other disposition, in either case, contrary to the covenants contained in the Deed, immediately prior to such security interest arising or such sale, transfer or other disposition being made.

WHERE:-

"Facilities Agreement" means the facilities agreement dated 29<sup>th</sup> March 2000 between (1) Jurys Doyle Hotel Group plc (2) the companies listed in the First Schedule thereof (as borrowers), (3) Ulster Bank Markets Limited (as facility agent and security trustee), and (4) Allied Irish Banks, p.l.c., Ulster Bank Markets

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company number

1280133

Name of company

Doyle London Hotels Limited(the "Chargor")

Limited \*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Limited, The Governor and Company of the Bank of Ireland, The Royal Bank of Scotland plc, IIB Bank Limited, Ulster Bank Limited, Greenwich NatWest Limited, Intercontinental Finance, AIB Group (UK) P.L.C. and UIF Finance Company (as facility providers and hedging counterparties) (as the same may be varied, amended, supplemented or replaced from time to time).

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01280133

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 29th MARCH 2000 AND CREATED BY DOYLE LONDON HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE ISDA AGREEMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E

HC026