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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

28111

2307261

Name of company

* CHAMBERLAIN HOTELS LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

17th October 2002

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

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

Allied Irish Banks p.l.c. (the "Lender") having its registered office at Bankcentre,
Ballsbridge, Dublin 4, Ireland

Postcode

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

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

For official Use
Mortgage Section



Time critical reference

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)

Signed Arthur G. N.E.

Date 5/11/02

On behalf of [company]/[mortgagee/chargee]†

† 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.

Please do not
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binding margin

Particulars of a mortgage or charge (continued)

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

Company number

2307261

Please complete
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bold block lettering

Name of company

CHAMBERLAIN HOTELS LIMITED (the "Company")

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) Note 21

Deed of Admission - (the "Deed of Admission"). The Deed of Admission is supplemental to a Composite Guarantee and Debenture (the "Principal Deed") dated 29th March 2000 and made between Jurys Doyle Hotel Management (UK) Limited - formerly called Jurys Hotel Management (UK) Limited (company no. 03447849) and Jurys Doyle London Hotels Limited - formerly called Doyle London Hotels Limited (Company no. 1280133) of the one part and the Lender of the other part.

By virtue of the Deed of Admission, all the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2.1 thereof) shall be applicable for securing all the moneys and liabilities secured by the Deed of Admission for defining and enforcing the rights of the parties under the security constituted by the Deed of Admission and the guarantees provided by the Deed of Admission as if the Company had been one of the original parties to the Principal Deed and the moneys and liabilities secured by the Deed of Admission had been secured thereby.

1. The "Indebtedness" - defined in the Principal Deed as all moneys, obligations and liabilities whatsoever (whether actual or contingent) whether principal, interest or otherwise which at the date of the Principal Deed are, or at any time thereafter may become, due or owing to the Lender by Jyle BV (a company incorporated in the Netherlands) in whatever currency under the ISDA Agreement;-

(ISDA Agreement is defined in the Principal Deed as the "ISDA Master Agreement of on or about even date herewith between Jyle B.V. and the Lender".)

2. 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 such term is defined in the Principal 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 Principal Deed and the Deed of Admission or in relation to the enforcement of the security created thereby 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) 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 such term is defined in the Principal Deed).

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binding margin

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

Please complete
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By way of first floating charge, all the Company's undertakings, property and assets whatever and wherever situate, present and future, including its goodwill and uncalled capital (collectively "the Charged Assets")

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

NOTE:-

- (1) The Company is prohibited by the Principal 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 Principal Deed, selling or otherwise disposing of any of its Charged Assets.
- (2) The Lender may, at any time by notice to the Company (and whether or not it makes demand and whether or not an Event of Default (as defined in the Principal Deed) shall have occurred), convert the said 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 Principal Deed) thereof.

WHERE:-

"Facilities Agreement" means the facilities agreement dated 29th March 2000 between (1) Jurys Doyle Hotel Group plc (2) the companies listed in the First Schedule thereof (as borrowers), (3) Ulster Bank Ireland Limited (formerly Ulster Bank Markets Limited) (as facility agent and security trustee), and (4) Allied Irish Banks, p.l.c., Ulster Bank Ireland 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 amended by an Amending and Restating Agreement dated 29th January 2002 and by a further Amending and Restating Agreement dated in or around the date of the Deed of Admission (as the same may be further varied, amended, supplemented, or replaced from time to time).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02307261

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADMISSION DATED THE 17th OCTOBER 2002 AND CREATED BY CHAMBERLAIN HOTELS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM JYLE BV TO ALLIED IRISH BANKS PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2002.

P.
Sarah



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —