

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

For official use

Company number

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

Name of company

* Chamberlain Hotels Limited (the "Company")

* insert full name
of company

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

XWe o John Niall Geoghegan of Glenveagh, 11 Orwell Park, Rathgar, Dublin 6,
Ireland

Paul MacQuillan of Old Bridge House, Kilcarn, Navan, Co. Meath, Ireland
Patrick Anthony McCann of 31 Torquay Road, Foxrock, Dublin 18, Ireland

† delete as appropriate

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

The business of the company is:

§ delete whichever
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] Jurys Doyle Hotel Group 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: 66298107 ordinary shares
of 1 Euro each

Presenter's name address and
reference (if any) :
Herbert Smith LLP
Exchange House
Primrose Street
London
EC2A 2HS

For official Use
General Section



The assistance is to be given to: (note 2) JDH Acquisitions plc (Rep Ireland No 408697),
in the process of converting to a private limited company, and whose office is
registered at Millenium Tower, Charlotte Quay Park, Ringsend Road, Dublin,
Ireland

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:

PLEASE SEE ATTACHED CONTINUATION SHEET

The person who [has acquired] ~~XXXXXXX~~ † the shares is:

† delete as
appropriate

JDH Acquisitions Plc (in the process of converting to a private limited company)
whose registered office as set forth above.

The principal terms on which the assistance will be given are:

PLEASE SEE ATTACHED CONTINUATION SHEET.

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 26 April 2006

CHAMBERLAIN HOTELS LIMITED
(Company No. 2307261)

1. FORM OF THE ASSISTANCE

The financial assistance to be given by the Company will take the form of the execution, delivery and performance by the Company of:

- 1.1. an accession agreement dated 26 April 2006 to a senior credit facility agreement dated 11 October 2005 (as amended and restated from time to time) between amongst others JDH Acquisitions PLC (in the process of converting to a private limited company) and Allied Irish Banks, p.l.c. in various capacities (the **Phase II Facility Agreement**) whereby the Company accedes to the Phase II Facility Agreement as an Additional Borrower and an Additional Guarantor (the **Accession Agreement**);
- 1.2. a security agreement to be dated 26 April 2006 and made between, amongst others, the Company, JDH Acquisitions PLC (in the process of converting to a private limited company) and Allied Irish Banks, p.l.c. as the Security Trustee containing, amongst other things, mortgages, fixed and floating charges, assignments and other security interests over, amongst other things, the Company's assets, property and undertakings in favour of the Security Trustee as agent and trustee for the Secured Creditors (the **Security Agreement**); and
- 1.3. an intra-group loan agreement dated 26 April 2006 made between, amongst others, the Company and JDH Acquisitions PLC (in the process of converting to a private limited company) (the **Intra Group Loan Agreement**) whereby the Company agrees that it shall upon request advance monies to, amongst others, JDH Acquisitions PLC (in the process of converting to a private limited company) for general corporate purposes including making payments due from time to time under the Phase II Facility Agreement (the **Intercompany Loan Agreement**).

2. PRINCIPAL TERMS ON WHICH THE ASSISTANCE WILL BE GIVEN

- 2.1. The Company will accede to the Phase II Facility Agreement as an Additional Borrower and as an Additional Guarantor. Under the terms of the Phase II Facility Agreement the Company will, amongst other things enter into the provisions set out at paragraphs 2.2 – 2.10 below.

2.2. Guarantee and indemnity

Each Guarantor under the Phase II Facility Agreement jointly and severally irrevocably and unconditionally:

- 2.2.1. guarantees to each Finance Party punctual performance by each Borrower of all its payment obligations under the Finance Documents;
- 2.2.2. undertakes with each Finance Party that, whenever a Borrower does not pay any amount when due under any Finance Document, it must immediately on demand by the Facility Agent pay that amount as if it were the principal obligor; and

Continuation sheet Page 2 of 10

- 2.2.3. indemnifies each Finance Party immediately on demand against any 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 loss or liability under this indemnity will be equal to the amount the Finance Party would otherwise have been entitled to recover.

2.3. Continuing guarantee

The guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

2.4. Reinstatement

- 2.4.1. If any discharge (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of each Guarantor under clause 20 (Guarantee and Indemnity) of the Phase II Facility Agreement (the **Relevant Clause**) will continue as if the discharge or arrangement had not occurred.

- 2.4.2. Each Finance Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

2.5. Waiver of defences

The obligations of each Guarantor under the Relevant Clause will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under the Relevant Clause (whether or not known to it or any Finance Party). This includes:

- 2.5.1. any time or waiver granted to, or composition with, any person;
- 2.5.2. any release of any person under the terms of any composition or arrangement;
- 2.5.3. the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- 2.5.4. any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 2.5.5. any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- 2.5.6. any amendment (however fundamental) of a Finance Document or any other document or security;
- 2.5.7. any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document; or

Continuation sheet Page 3 of 10

2.5.8. any insolvency or similar proceedings under UK law in relation to the UK Guarantors.

2.6. Immediate recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof of claim in any insolvency, administration, liquidation or proceedings or winding up relative to any other Obligor before claiming from that Guarantor under the Relevant Clause.

2.7. Appropriations

Until all amounts which may be or become payable by the Obligors under the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

2.7.1. without affecting the liability of any Guarantor under the Relevant Clause:

- (1) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts; or
- (2) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and

2.7.2. hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of that Guarantor's liability under the Relevant Clause.

2.8. Non-competition

2.8.1. Unless:

- (1) all amounts which may be or become payable by the Obligors under the Finance Documents have been irrevocably paid in full; or
- (2) the Facility Agent otherwise directs,

no Guarantor will, after a claim has been made or by virtue of any payment or performance by it under the Relevant Clause:

- (3) be subrogated (or exercise any right of subrogation to which it may be entitled in respect of) to any rights, security or moneys held, received or receivable by any Finance Party (or any trustee or agent on its behalf);
- (4) be entitled to any right of contribution or indemnity (or exercise any right of contribution or indemnity to which it may be entitled) in respect of any payment made or moneys received on account of that Guarantor's liability under the Relevant Clause;
- (5) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Finance Party (or any trustee or agent on its

behalf) in respect of any payment made or moneys received on account of that Guarantor's liability under the Relevant Clause; or

- (6) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor in respect of any payment made or moneys received on account of that Guarantor's liability under the Relevant Clause.

2.8.2. Each Guarantor must hold in trust for and immediately pay or transfer to the Facility Agent for the Finance Parties any payment or distribution or benefit of security received by it contrary to paragraph 20.7.1. (1) (Non-competition) of the Phase II Facility Agreement or in accordance with any directions given by the Facility Agent under paragraph 20.7.1. (2) (Non-competition) of the Phase II Facility Agreement.

2.9. The guarantee contained in the Phase II Facility Agreement is in addition to and is not in any way prejudice by any other security now or subsequently held by any Finance Party.

2.10. In addition under the terms of the Phase II Facility Agreement and other Finance Documents the Company will give a number of representations, warranties and undertakings in favour of the Finance Parties.

2.11. Pursuant to the Security Agreement the Company amongst other things charges:

2.11.1. 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 Company a right to occupy or use property;

2.11.2. (to the extent that they are not the subject of a mortgage under clause 2.2(a)(i) (Land) of the Security Agreement) 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 Company a right to occupy or use property;

2.11.3. 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;

2.11.4. (to the extent that they are not the subject of a mortgage under clause 2.3(a)(i) (Investments) of the Security Agreement) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf;

2.11.5. 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; and

2.11.6. by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights.

2.12. Pursuant to the Security Agreement the Company assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

Continuation sheet Page 5 of 10

- 2.12.1. its Relevant Contracts;
 - 2.12.2. any letter of credit issued in its favour, and
 - 2.12.3. any bill of exchange or other negotiable instrument held by it.
- 2.13. To the extent that any right described in paragraph 2.12 above is not assignable or capable of assignment, the assignment of that right purported to be effected by clause 2.6(a) (Relevant Contracts) of the Security Agreement shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right.
- 2.14. To the extent that they do not fall within any other paragraph and are not effectively assigned under clause 2.6(a) (Relevant Contracts) or 2.6(b) (Relevant Contracts) of the Security Agreement, the Company charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.
- 2.15. Pursuant to the Security Agreement the company charges by way of a first fixed charge:
- 2.15.1. any beneficial interest, claim or entitlement it has to any assets of any pension fund;
 - 2.15.2. its goodwill;
 - 2.15.3. the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
 - 2.15.4. the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph 2.15.3 above; and
 - 2.15.5. its uncalled capital.
- 2.16. Pursuant to the Security Agreement the Company charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement.
- 2.17. Pursuant to the Security Agreement all the Security is security for the payment, discharge and performance of all the Secured Liabilities.
- 2.18. Pursuant to the Security Agreement, the Company may not amongst other things:
- 2.18.1. create or allow to exist any Security Interest on any of its assets; or
 - 2.18.2. 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 Phase II Facility Agreement.
- 2.19. Pursuant to the Security Agreement, the Company must:

Continuation sheet Page 6 of 10

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with the Security Agreement by any Secured Creditor, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under the Security Agreement including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
 - (b) keep each of those persons indemnified against any failure or delay in paying those costs and expenses.
- 2.20. Pursuant to the Security Agreement, the Company 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 Security Agreement;
 - (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 Security Agreement) over any assets of any Chargor located in any jurisdiction outside England and Wales.

This includes:

- (i) the re-execution of the Security Agreement;
- (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.

2.21. In addition, under the Security Agreement, the Company will give a number of representations, warranties and undertakings in favour of the Secured Creditors.

2.22. Pursuant to the Security Agreement, the Company must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.23. Pursuant to the Security Agreement, if the Company acquires any freehold or leasehold property after the date of the Security Agreement, it must:

- (a) promptly notify the Security Trustee;
- (b) promptly on request by the Security Trustee and at the cost of the Company, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property in any form

Continuation sheet Page 7 of 10

(consistent with the Security Agreement) which the Security Trustee may (acting reasonably) require;

- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the Security; and
- (d) if applicable, ensure that the Security is correctly noted in the Register of Title against that title at H.M. Land Registry.

2.24. By entering into the Accession Agreement and the Security Agreement the Company will release the Borrower from the obligation it is under pursuant to the terms of the Phase II Facility Agreement to procure, amongst other things, that the Company:

- (a) enters the Accession Agreement;
- (b) enters into the Security Agreement;
- (c) carries out a whitewash procedure contemplated by sections 155-158 of the Companies Act 1985 in connection with, amongst other things, the entry into of the Accession Agreement and the Security Agreement; and
- (d) provide the documentary conditions precedent required pursuant to the Phase II Facility Agreement.

2.25. Under the terms of the Intercompany Loan Agreement, the Company will, amongst other things, agree upon request to advance monies to, amongst others, JDH Acquisitions PLC (in the process of converting to a private limited company) for general corporate purposes including making payments due from time to time under the Phase II Facility Agreement.

DEFINITIONS

In this Form 155(6) a unless the contrary intention appears:

Additional Borrower means a member of the Group (being solely a company listed in Part 1 of Schedule 9 to the Phase II Facility Agreement or such other company as the Facility Agent may approve) which becomes a Borrower after the date of the Phase II Facility Agreement;

Additional Guarantor means a member of the Group (being a company listed in Part 2 of Schedule 9 to the Phase II Facility Agreement) which becomes a Guarantor after the date of the Phase II Facility Agreement;

Borrower means JDH Acquisitions PLC (in the process of converting to a private limited company) or an Additional Borrower;

Cash Equivalent means liquid assets and investments held for the purposes of resale;

Chargor means a chargor under and as defined in the Security Agreement;

Continuation sheet Page 8 of 10

Deed of Accession means a deed of accession substantially in the form set out in the Security Agreement;

Facility Agent means Allied Irish Banks, p.l.c. having its head office at Bankcentre, Ballsbridge, Dublin 4, Republic of Ireland or any successor thereto;

Finance Document means:

- (a) the Phase II Facility Agreement;
- (b) the Amendment and Restatement Agreement (as defined in the Phase II Facility Agreement);
- (c) the Fee Letter (as defined in the Phase II Facility Agreement);
- (d) a Transfer Certificate (as defined in the Phase II Facility Agreement);
- (e) an Accession Agreement (as defined in the Phase II Facility Agreement);
- (f) the Security Documents (as defined in the Phase II Facility Agreement);
- (g) any other document designated as such by the Facility Agent and JDH Acquisitions PLC (in the process of converting to a private limited company);

Finance Party means a Lender, the Issuing Bank or an Administrative Party (each as defined in the Phase II Facility Agreement);

Group means JDH Acquisitions PLC (in the process of converting to a private limited company) and its Subsidiaries, and from the Unconditional Date (as defined in the Phase II Facility Agreement) shall be deemed to include the Target Group (as defined in the Phase II Facility Agreement);

Guarantor means JDH Acquisitions PLC (in the process of converting to a private limited company) or an Additional Guarantor;

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 provided by the Company to any other member of the Group;

Obligor means a Borrower or a Guarantor;

Plant and Machinery means in relation to the Company any plant, machinery, computers, office equipment or vehicles specified in the schedule to the Security Agreement or in the schedule to any Deed of Accession by which it became party to the Security Agreement;

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

Relevant Contract means in relation to the Company any Intercompany Loan and any other agreement to which the Company is a party and which the Company and the Security Trustee have designated a Relevant Contract;

Secured Creditor means each Finance Party;

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and

Continuation sheet Page 9 of 10

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;

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

Security Assets means all assets of the Company the subject of the Security;

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

Security Trustee means Allied Irish Banks, p.l.c. having its head office at Bankcentre, Ballsbridge, Dublin 4, Republic of Ireland or any successor thereto;

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

Target Group means Jurys Doyle Hotel Group Limited and each of its Subsidiaries; and

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

INTERPRETATIONS

In this Form 155(6) a unless the contrary intention appears:

- (a) References to the Security Agreement, Accession Agreement, any other Finance Document or another document is a reference to that Security Agreement, Accession Agreement, any other Finance Document or another document as amended from time to time.
- (b) References to an **amendment** includes a supplement, novation, re-statement or re-enactment and **amended** will be construed accordingly.
- (c) Any obligation of an Obligor (including, upon its accession to the Phase II Facility Agreement, the Company) under the Finance Documents which is not a payment obligation remains in force for so long as any payment obligation is or may be outstanding under the Finance Documents.
- (d) If the Security Trustee (acting reasonably and having taken appropriate advice) considers that an amount paid to a Secured Creditor under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Security Agreement.
- (e) 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.



KPMG
Chartered Accountants
1 Stokes Place
St. Stephen's Green
Dublin 2
Ireland

Telephone +353 1 410 1000
Fax +353 1 412 1122
Internet www.kpmg.ie

The Directors
Chamberlain Hotels Limited
Jurys Doyle Regional Head Office
C/O Jurys Inn Birmingham
245 Broad Street
Birmingham B1 2HQ
United Kingdom

Our ref Auditors' report - CHsc.doc

26 April 2006

Dear Sirs

Auditors' report to the directors of Chamberlain Hotels Limited (Co. Reg. No. 2307261) (the 'Company') pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 26 April 2006 in connection with the proposal that the Company should give financial assistance for the purpose of the purchase of 66,298,197 of the Company's ultimate holding 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
Registered Auditor

Denis O'Connor • Darina Barrett • Gary Britton • Keith Browne • Sharon Burke • Niall Campbell • Brian Clavin • Jim Clery
Colm Clifford • Mark Collins • Ivor Conlon • Michele Connolly • Adrian Crawford • William Cunningham • Brian Daly • Jon D'Arcy
Robert Dix • Paul Dobey • Eamonn Donaghy • Michael Farrell • Michael Flaherty • Gerard Flood • Caroline Flynn • Michael Gaffney
Laura Gallagher • Donall Gannon • Ruaidhri Gibbons • Roger Gillespie • Seamus Hand • Michael Hayes • Paul Hollway • Ray Jackson
Declan Keane • Jonathan Lew • Liam Lynch • Olivia Lynch • David Kennedy • Tom McEvoy • Pat McDaid • Paul McGowan
Niamh Marshall • David Meagher • James Menton • Cliona Mullen • Shaun Murphy • Arthur O'Brien • Colin O'Brien • Conor O'Brien
Pat O'Brien • Kevin O'Donovan • Conall O'Halloran • Sean O'Keefe • Garrett O'Neill • Terence O'Neill • Terence O'Rourke
Conor O'Sullivan • Vincent Reilly • Colm Rogers • Eamonn Russell • Anna Scally • Seamus Taaffe • Eric Wallace • Kieran Wallace
Richard Whelan • David Wilkinson
Consultants (qualifications other than Chartered Accountant): John Bradley • Robert Dowley
Colm Gorman • Ken Hardy • John McGlone • Sean Mooney

Offices: Dublin, Belfast, Cork and Galway

KPMG, a partnership established under Irish law, is the Irish member firm of KPMG International, a Swiss cooperative

KPMG is authorised by The Institute of Chartered Accountants in Ireland to carry on Investment Business.