

MG06

Particulars of a charge subject to which property has
been acquired



228201/117

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 charge subject to
which property has been acquired

✗ **What this form is NOT for**
You cannot use this form if
submitting particulars of a
subject to which property has
been acquired for a company re-
siding in Scotland. To do this, please
use form MG06s

THURSDAY



L10

L5LSKW7Q

28/07/2011

110

COMPANIES HOUSE

1 Company details

Company number 0 7 6 7 6 4 6 1
Company name in full Doyle Hotels Holdings (UK) Limited (the **Chargor**)

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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) 3 0 1 1 2 0 0 7

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

Description ① An English law security agreement (the **Deed**) dated
30 November 2007 between, among others, the Company
(as defined below), Doyle Hotels (UK) Limited
(**DHUK**) and Allied Irish Banks, p l c (the **Security
Trustee**)

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

1 5 0 7 2 0 1 1

5 Amount secured

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

Continuation page

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

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 in the continuation pages to section 7 of this Form MG06) (the
Secured Liabilities)

MG06

Particulars of a charge subject to which property has been acquired

6**Mortgagee(s) or person(s) entitled to the charge**

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

Address

(as Security Trustee for the Secured Creditors)

Bankcentre, Ballsbridge, Dublin 4, Ireland

Postcode

Name

Address

Postcode

Name

Address

Postcode

7**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

Please see the continuation pages to section 7 of this Form MG06

MG06

Particulars of a charge subject to which property has been acquired

8

Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

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. 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 866)

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

MG06

Particulars of a charge subject to which property has been acquired



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 Alex Pritchard 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 020 3088 2131



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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGES TO DHHUK 2007 FORM MG06

1. ACQUIRED PROPERTY

The property acquired by DHHUK on 15 July 2011 pursuant to a share purchase agreement dated 15 July 2011 between DHHUK and DHUK (the **Share Purchase Agreement**) was the shares specified in Schedule 1 to this Form MG06 (the **Acquired Property**). DHUK granted Security Interests over the Acquired Property under the Deed in favour of the Security Trustee and the Acquired Property was acquired by DHHUK subject to those Security Interests.

2. CREATION OF SECURITY

2.1 General

(a) All the Security

- (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 DHUK 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) DHUK must notify the Security Trustee immediately,
- (ii) unless the Security Trustee otherwise requires, DHUK must use all reasonable endeavours to obtain the consent as soon as practicable, and
- (iii) DHUK 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

2.2 Land

(a) DHUK 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 DHUK a right to occupy or use property, 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 DHUK a right to occupy or use property

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) A reference 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 DHUK, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of DHUK in respect of that property and any moneys paid or payable in respect of those covenants

2.3 Investments

(a) DHUK charged

- (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, and
- (ii) (to the extent that they are not the subject of a mortgage described 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

2.4 Plant and Machinery

DHUK 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

2.5 Intellectual property

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

2.6 Relevant Contracts

(a) DHUK assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) its Relevant Contracts,</p> <p>(ii) any letter of credit issued in its favour, and</p> <p>(iii) any bill of exchange or other negotiable instrument held by it</p> <p>(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) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which DHUK may derive from that right or be awarded or entitled to in respect of that right</p> <p>(c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned as described in paragraph (a) or (b) above, DHUK charged by way of first fixed charge all of its rights under each agreement and document to which it is a party</p> <p>2.7 Miscellaneous</p> <p>DHUK charged by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(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</p> <p>(e) its uncalled capital</p> <p>2.8 Floating charge</p> <p>(a) DHUK 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</p> <p>(b) Except as provided below, the Security Trustee may by notice to DHUK convert the floating charge created by DHUK under the Deed into a fixed charge as regards any of DHUK's assets specified in that notice, if</p> <p>(i) an Enforcement Event has occurred,</p> <p>(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</p> <p>(iii) DHUK 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</p>	

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

(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 DHUK'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 DHUK to consider a resolution to wind DHUK up (or not to wind DHUK 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 DHUK 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

3. RESTRICTIONS ON DEALINGS

DHUK 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

4. FURTHER ASSURANCES

DHUK 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,

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(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 DHHL located in any jurisdiction outside England and Wales

This includes

(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

5. CONSTRUCTION

(a) A **Finance Document** or **another document** is a reference to that Finance Document or other document as amended

(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

(d) The provisions of Clause 1 2 (Construction) of the Loan Agreement apply to the Deed as though they were set out in full in the Deed, except that references to the Loan Agreement will be construed as references to the Deed

6. DEFINITIONS

In this Form MG06

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

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Loan Agreement

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Additional Chargor means a member of the Group which becomes a Chargor by executing a Deed of Accession

Additional Guarantors means a member of the Group which becomes a Guarantor after the date of the Loan Agreement

Administrative Party means the Arranger, the Security Trustee or the Facility Agent

AIB Treasury Agreement means any Treasury Transaction entered into between any Obligor and the Treasury Counterparty

Amendment and Restatement Agreement means an agreement dated 20 February 2008 amending and restating the Loan Agreement

Arranger means Allied Irish Banks, p l c

Borrowers means the Original Borrowers and an Additional Borrower and **Borrower** means any of them

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

Chargor means an Original Chargor and any Additional Chargor

Commitment Fee Letter means the commitment fee letter dated on or about the date of the Loan Agreement between the Facility Agent and the Company

Company means Doyle Hotels (Holdings) Limited (formerly known as Jurys Doyle Hotel (Holdings) Limited), a company incorporated in the Republic of Ireland with registration number 418681

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 and such term shall include, without limitation, the Deed

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

Deed of Subordination means the deed of subordination dated on or about the date of the Loan Agreement between, amongst others the Company and the Facility Agent

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 Assets means

- (a) the property comprised of the office building at 144 -146 Pembroke Road, Ballsbridge, Dublin 4 which is to be disposed of by way of assignment by Jurys Doyle Hotel Group

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Limited to Jurys Inns Group Limited,

(b) the contents of the Burlington Hotel, (the **Burlington**), Burlington Road, Ballsbridge, Dublin 4, and

(c) the liquor licence attaching to the Burlington

Excluded Companies means the following companies and any other company designated as an excluded company in the Loan Agreement

(a) MHDUL Co ,

(b) ERCAP 2004 Trustee Limited,

(c) Ashfield Holdings Limited,

(d) Jurys Doyle Hotel Group Staff Pension Trust Limited,

(e) Jurys Doyle Hotel Group Management Pension Trust Limited,

(f) Leaside Property Ventures Limited,

(g) BCIL Limited,

(h) Jurys Doyle (Ireland) Limited,

(i) Grimsay Limited, and

(j) Toblea Limited

Facility A means the Facility A Term Loan Facility and the Facility A Revolving Credit Loan Facility made or to be made available pursuant to Clause 2 1 (Facilities) of the Loan Agreement in euro

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

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility A Revolving Credit Loan Facility means the revolving credit loan facility made or to be made available under Facility A

Facility A Term Loan Facility means the term loan facility made or to be made available pursuant to Clause 2 1 (Facilities) of the Loan Agreement

Facility B means the Facility B Term Loan Facility and the Facility B Revolving Credit Loan Facility made or to be made available pursuant to Clause 2 1 (Facilities) of the Loan Agreement in US Dollars

Facility B Loan means a loan made or to be made under Facility B or the principal amount

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

outstanding for the time being of that loan

Facility B Revolving Credit Loan Facility means the revolving credit loan facility made or to be made available under Facility B

Facility B Term Loan Facility means the term loan facility made or to be made available pursuant to Clause 2.1 (Facilities) of the Loan Agreement

Fee Letter means a letter entered into on or about the date of the 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 Fee Letter,
- (c) a Transfer Certificate,
- (d) an Accession Agreement,
- (e) the Security Documents,
- (f) the Overdraft Facility Letter,
- (g) the Commitment Fee Letter,
- (h) the Deed of Subordination,
- (i) a Hedging Agreement,
- (j) the Amendment and Restatement Agreement,
- (k) an AIB Treasury Agreement, and
- (l) 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

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

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

Hedging Agreement means any Treasury Transaction entered into in accordance with the Loan Agreement

Hedging Bank means Allied Irish Banks, plc and any bank approved by the Facility Agent which enters into a Treasury Transaction entered into in accordance with the Loan Agreement

ICTA Lender means a Lender which is

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) within the charge of U K corporation tax in respect of, and beneficially entitled to, a payment of interest on a Loan made by a person that was a bank for the purposes of Section 879 of the Income Tax Act 2007 (the **Tax Act**) (as currently defined in Section 991 of the Tax Act) at the time the Loan was made, or

(b) a U K Non-Bank Lender

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 excluding the Excluded Assets

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, at the date a payment of interest is made under the Loan Agreement, carries on a bona fide banking business 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 Facility A Lender or an Original Facility B Lender, or

(b) any person which becomes a Facility A Lender or a Facility B Lender after the date of the Loan Agreement and which is a Qualifying Lender

Loan means a Facility A Loan or a Facility B Loan

Loan Agreement means the loan agreement dated on or about the 30 November 2007, as 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

Obligor means a Borrower or a Guarantor

Original Borrowers means the persons originally party to the Loan Agreement as Borrowers

Original Chargor means the persons listed in Schedule 2 to this Form MG06,

Original Facility A Lender means Allied Irish Banks, p l c

Original Facility B Lender means Allied Irish Banks, p l c

Original Guarantors means the persons originally party to the Loan Agreement as Guarantors

Overdraft Bank means Allied Irish Banks, p l c

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Overdraft Facility Letter means the facility letter offering overdraft facilities up to a maximum of €15,000,000 to the Borrowers from Allied Irish Banks, p l c in its capacity as Overdraft Bank

Plant and Machinery means in relation to the Chargor any plant, machinery, computers, office equipment or vehicles

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, an ICTA 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, and
- (b) any other agreement to which the Chargor is a party and which the Chargor and the Security Trustee have designated a Relevant Contract

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 DHHUK and DHUK (as applicable) 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 Obligors 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

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

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

produced to the Facility Agent or in the case of any Obligor incorporated in The Netherlands, the U S and Luxembourg 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

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

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

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 Obligor means an Obligor resident for tax purposes in The Netherlands or Luxembourg or is subject to U S 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 U S , The Netherlands or Luxembourg, as the case may be

Treaty Lender means

- (a) in relation to payments made by an Irish Obligor, a Lender which, on the date a payment of interest is made under the Loan Agreement
 - (i) is a bank which is resident (as defined in the appropriate double taxation agreement) in and is making loans from a country with which Ireland has a double taxation agreement (an **Irish Tax Treaty Country**) which permits the payment of interest to persons so resident by persons resident in Ireland without the deduction of any withholding tax or a company which is resident for tax purposes (under the law of the appropriate country) in a country which is a Member State of the European Community (other than Ireland) or an Irish Tax Treaty Country, and
 - (ii) does not carry on a business in Ireland through a permanent establishment (as defined in the appropriate double taxation agreement) or a branch or agency with which the payment is effectively connected,
- (b) in relation to payments made by a U K 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 U K has a double taxation agreement which permits the payment of interest to persons so resident by persons resident in the U K without the deduction of any withholding tax, and

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (11) does not carry on a business in the U K through a permanent establishment (as defined in the appropriate double taxation agreement) with which the payment is effectively connected, and
- (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 U S , The Netherlands or Luxembourg, as the case may be, 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 U S , The Netherlands or Luxembourg, as the case may be, through a permanent establishment (as defined in the appropriate double taxation agreement) or a branch of agency with which the payment is effectively connected

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

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 a company resident in the U K for U K tax purposes or a company not resident in the U K for U K tax purposes but which carries on a trade in the U K through a branch or agency and brings into account in computing its chargeable profits (for the purpose of Section 11(2) of the Taxes Act) the whole of any share of interest payable to it under the Loan Agreement which is attributable to it by reason of Section 114 and 115 of the Taxes Act, or
- (c) a company not resident in the U K for U K tax purposes which carries on a trade in the U K through a branch or agency and is required to bring into account interest payable to it under the Loan Agreement in computing its chargeable profits for the purpose of section 11(2) of the Taxes Act,

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 means the lawful currency, for the time being, of the US

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

THE ACQUIRED PROPERTY

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Doyle Hotels Holdings (UK) Limited	Doyle London Hotels Limited	Ordinary	300,000

MG06 – continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

THE ORIGINAL CHARGORS

Doyle London Hotels Limited

State of Incorporation England

Registered Number 1280133

Registered Office 47 Welbeck Street
London
W1G 8DN, England

Doyle Hotels (UK) Limited

State of Incorporation England

Registered Number 6063543

Registered Office 47 Welbeck Street
London
W1G 8DN, England

Doyle Hotel Group Limited

State of Incorporation Republic of Ireland

Registered Number 18327

Registered Office 156 Pembroke Road
Ballsbridge
Dublin 4
Republic of Ireland



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7676461

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY
AGREEMENT FOR 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 SECURED ON THE PROPERTY ACQUIRED BY
DOYLE HOTELS HOLDINGS (UK) LIMITED ON THE 15 JULY
2011 WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF
THE COMPANIES ACT 2006 ON THE 28 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES