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COMPANIES FORM No. 402

**Particulars of a mortgage or charge**

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company Number

368613 / FC3737

Name of company

\*BELFCARD LIMITED (the "Company")

Date of creation of the charge

25 April 2006

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

Mortgage (the "Mortgage")

Amount secured by the mortgage or charge

The Company covenants to pay and discharge to the Security Trustee on demand each of the Liabilities when due in accordance with its terms as specified in the relevant Finance Document

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

Allied Irish Banks p.l.c. having its head office at Bankcentre, Ballsbridge, Dublin and  
having an address for service in Northern Ireland at c/o Central Securities Unit, AIB  
Group (UK) plc, 4 Queens Square, Belfast, Postcode Dublin 4  
BT1 3DJ (the "Security Trustee")

Presentor's name, address and  
Reference (if any):

L'Estrange & Brett  
Arnott House  
12/16 Bridge Street  
Belfast  
BT1 1LS

For official use  
Public Office

Mortgage Section

DEPARTMENT OF ENTERPRISE  
TRADE AND INVESTMENT  
COMPANIES REGISTRY

09 MAY 2006

Ref: DA/DLM/44617/13/5

COUNTER RECEIVED  
DEPARTMENT OF ENTERPRISE  
TRADE AND INVESTMENT  
COMPANIES REGISTRY

www.companiesregistry-ni.gov.uk 11 MAY 2006

COUNTER RECEIVED

Short particulars of all the property mortgaged or charged

See attached Continuation Sheet 1

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

*John A. Brett*

Date

*9/5/06*

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 (Article 402). 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 (Article 405). 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 (Article 405), 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 Article 405(4) applies (property situate in Great Britain) and Form No.405 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 Box 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 are insufficient the particulars must be entered on the prescribed continuation sheet.

**Continuation Sheet 1**

**Short particulars of all the property mortgaged or charged**

The Company as beneficial owner to the intent that the mortgage and charge contained in the Mortgage will be a continuing security for the payment and discharge of the Liabilities:

- 1.1 **GRANTS AND CONVEYS**, unto the Security Trustee **ALL THAT AND THOSE** the freehold land, hereditaments and premises specified against its name in the Second Schedule to this Form together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon **TO HOLD** the same unto the Security Trustee in fee simple subject to the proviso for redemption contained in the Mortgage;
- 1.2 **DEMISES** unto the Security Trustee **ALL THAT AND THOSE** the lands, hereditaments and premises of leasehold tenure specified against its name in the Second Schedule to the Mortgage together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon **TO HOLD** the same unto the Security Trustee for the residues of the respective terms of years for which the Company now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in the Mortgage;
- 1.3 As registered owner or as the person entitled to be registered as owner **CHARGES** all the property, lands, hereditaments and premises specified against its name in the Second Schedule to the Mortgage the ownership of which is registered in the Land Registry or is required to be so registered pursuant to the Land Registration Act (NI) 1970, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon with the payment and discharge to the Security Trustee of all monies and liabilities hereby agreed to be paid or discharged and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property;
- 1.4 **CHARGES** as a first fixed charge so much of the lands, hereditaments and premises specified against its name in the Second Schedule to the Mortgage as are of leasehold and/or freehold tenure together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 1.5 **CHARGES** as a first fixed charge all other (if any) freehold and leasehold property of the Company now vested in it (whether or not registered), together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 1.6 **CHARGES** as a first fixed charge all future freehold and leasehold property of the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon, other than leasehold property in respect of which the consent of the lessor is required for such charge;

**2. ASSIGNMENT**

The Company as beneficial owner to the intent that the assignment contained in the Mortgage will be a continuing security for the payment and discharge of the

Liabilities **ASSIGNS** absolutely to the Security Trustee by way of security all its present and future rights, title and interest in and to the Assigned Assets.

3. **SUPPLEMENTARY PROVISIONS**

- 3.1 The Company shall during the continuance of the security constituted by the Mortgage from time to time do, execute, acknowledge and deliver all and every such further deeds, conveyances, assignments, demises, mortgages, charges, documents and assurances at law as are necessary or as the Security Trustee may reasonably require for the purpose of giving the Security Trustee a valid first fixed and specific mortgage, charge or security upon all property and assets of the Company of the same nature as the Specifically Charged Property and a valid legal assignment by way of security of all property and assets of the Company of the same nature of the Assigned Assets whether already owned or acquired after the execution of the Mortgage by the Company and for the better granting, conveying, assigning, transfer, demising or charging the same to the Security Trustee for the purpose referred to in this clause 3.1 and for conferring upon the Security Trustee such power of sale and other powers over the said property as are expressed to be conferred by the Mortgage.
- 3.2 The Company **DECLARES** that in respect of all or any leasehold lands, hereditaments and premises referred to in clause 1 above it will stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held **IN TRUST** for the Security Trustee (subject to any equity of redemption subsisting under this Mortgage) and will upon the occurrence of an Enforcement Event dispose of the same as the Security Trustee may direct and **AUTHORISES** the Security Trustee to appoint a new trustee or trustees of such reversion or respective reversions in place of the Company or any trustee or trustees appointed under this power as if it, he, she or they were incapable of acting in the trusts hereby declared and the Company **IRREVOCABLY APPOINTS** the secretary for the time being of the Security Trustee the attorney of the Company with effect from the Enforcement Date, to assign the said reversion or respective reversions in the name of the Company and on its behalf to the Security Trustee or as it may direct subject to such equity of redemption (if any), as may for the time being be subsisting as aforesaid and upon the occurrence of an Enforcement Event to execute and do all deeds, documents and acts necessary or proper for that purpose.
- 3.3 The Company hereby attorns tenant to the Security Trustee of any of the leasehold lands, hereditaments and premises referred to in clause 1 at the yearly rent of five pence (if demanded) provided always that the Security Trustee may at any time without notice to the Company determine the tenancy hereby created and enter upon such lands hereditaments and premises but so that neither the receipt of the said rent nor the said tenancy shall render the Security Trustee liable to account to any person as mortgagee in possession.
- 3.4 This security will be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular will not be considered satisfied by any intermediate repayment or satisfaction of all or any of the Liabilities secured by the Mortgage and will continue in full force and effect until final repayment in full and total satisfaction of all Liabilities secured by the Mortgage; and if upon such final repayment and satisfaction there shall exist any right on the part of the Company or any other person to draw funds or otherwise pursuant to the Finance Documents

which, if exercised, would or might cause the Company to become actually or contingently liable to the Security Trustee whether as principal debtor or as surety for another person pursuant to the Finance Documents, then the Security Trustee will be entitled to retain this security and all rights, remedies and powers conferred by the Mortgage, the Specifically Charged Property for so long as such Liabilities shall remain in existence; and, in the event that any demand is made by the Security Trustee under the Mortgage in accordance with the Finance Documents, the said Liabilities will become due and shall be paid and discharged to the Security Trustee and all provisions of the Mortgage will apply accordingly.

- 3.5 The security constituted by the Mortgage will be in addition to and will not operate so as in any way to prejudice or affect any other security which the Security Trustee may now or at any time in the future hold for or in respect of all or any part of the Liabilities secured by the Mortgage, nor will any such other security or any lien to which the Security Trustee may be otherwise entitled or the liability of any person not party to the Mortgage for all or any part of the Liabilities secured by the Mortgage be in any way prejudiced or affected by this security. The Mortgage shall not, except to the extent that a Company's obligations are specifically released in writing by the Security Trustee, be affected by any act, omission or circumstance which but for this provision might operate to release or otherwise diminish the effectiveness the Mortgage including without limitation (and whether or not known to the Company, or the Security Trustee):

- 3.5.1 any time, forbearance or waiver granted to or composition with any person whatsoever; the taking, variation, compromise, renewal or release of, or refusal or neglect to perfect or enforce, any rights, remedies or securities against or granted by any other person whatsoever;
- 3.5.2 any variation of, or extension of the due date for performance of, any term of any Finance Document or any increase in the Liabilities to the intent that the Mortgage shall apply to such term as varied or in respect of the extended due date or such increase;
- 3.5.3 any irregularity, unenforceability, invalidity or frustration of any obligations of any person whatsoever under any agreement or any other document or security, or any present or future law or order of any government or authority purporting to reduce or otherwise affect any of such obligations, to the intent that the Mortgage shall remain in full force and be construed accordingly as if there were no such irregularity, unenforceability, invalidity, frustration, law or order; or any legal limitation, disability, incapacity or other circumstances relating to any such party or any other person.

3.6

- 3.6.1 Subject to clause 3.5.2, if the Security Trustee is satisfied that all the Liabilities have been irrevocably paid in full and that all Facilities which might give rise to Liabilities have terminated, the Security Trustee shall at the request and cost of the Company release, reassign and/or discharge (as appropriate) the Charged Assets from the security created by the Mortgage to the Company.
- 3.6.2 If the Security Trustee acting in good faith considers that any amount paid or credited to any Finance Party under any Finance Document by or on behalf

of the Company is capable of being avoided or otherwise set aside on the winding-up of the Company or any other person or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

- 3.7 If the Security Trustee receives, or is deemed to be affected by, actual or constructive notice of any subsequent mortgage, charge or assignment or other disposition or interest affecting the Specifically Charged Property or any part of the Specifically Charged Property, the Security Trustee may open a new account for the Company. If the Security Trustee does not open a new account then, unless the Security Trustee gives express written notice to the contrary to the Company, the Security Trustee will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to any account of the Company shall be credited or be treated as having been credited to the new account and will not operate to reduce the amount due from the Company to the Security Trustee at the time when the Security Trustee received or was deemed to have received that notice.
- 3.8 The Company hereby agrees that the Security Trustee may at any time without notice and notwithstanding any settlement of account or other matter whatsoever, following the occurrence of an Enforcement Event, combine or consolidate all or the Company's existing accounts wheresoever located (including accounts in the name of the Security Trustee or the Company jointly with others and the balance for the time being standing to the credit of such accounts together with all interest accrued on such accounts and the debt represented by such accounts), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Euro or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Liabilities which are now or shall for the time being be due, owing or incurred to the Security Trustee by the Company whether such Liabilities be present, future or contingent, primary or collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion will be calculated at the then prevailing spot rate of exchange of the Security Trustee (as conclusively determined by the Security Trustee) for purchasing the currency for which the Security Trustee is liable with the existing currency.

#### **4. EXCLUSION FROM SECURITY**

- 4.1 If in relation to any of the Charged Assets, the Company is prohibited either absolutely or conditionally from creating any Security in relation to that Charged Asset (including without limitation by reason of a condition that a consent of a third party be obtained):-
- (a) none of the Security hereby created shall affect such Charged Asset unless and until, in the case of an absolute prohibition, the prohibition is waived or, in the case of a conditional prohibition, any necessary consent is obtained; and
  - (b) this shall not constitute a breach of any of the representations and warranties given by the Company in any Finance Document.

- 4.2 In the case of any such Charged Asset that is specified in the Second Schedule hereto, the Company shall use all reasonable endeavours to obtain such waiver or consent. Upon such waiver or consent being given, the Company will produce to the Security Trustee, a copy of each consent and upon its receipt the relevant Charged Asset shall be ipso facto and without any further act on the part of the Company be and become subject to the Security hereby created in accordance with the terms of the Mortgage.

## FIRST SCHEDULE

### 1. DEFINITIONS

- 1.1. In the Mortgage, unless the context otherwise requires terms used in the Phase II Facility Agreement have the same meaning and construction and:

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for the conduct of their normal business in Dublin;

**Charged Assets** means the Specifically Charged Assets;

**Conveyancing Acts** means the Conveyancing and Law of Property Acts, 1881 to 1911;

**Enforcement Event** means the delivery by the Facility Agent of a notice pursuant to and in accordance with Clause 25.19 of the Phase II Facility Agreement;

**Event of Default** means an event of default as set out in Clause 25 of the Phase II Facility Agreement;

**Finance Parties** means the Lenders, the Issuing Bank or an Administrative Party;

**Group** means JDH Acquisitions Limited and its Subsidiaries, and from the Unconditional Date shall be deemed to include the Target Group;

**Intercompany Loans** means any loan provided by the Company to any other member of the Group;

**Liabilities** means in respect of the Company, all present and future monies, debts and liabilities due, owing or incurred by any of the Company to any Finance Party under or in connection with any Finance Document (in each case whether alone or jointly and severally, with any other person, whether actually or contingently and whether as principal or surety and including interest, discount, commission and other expenses computed and compounded as agreed from time to time between the Company and the Facility Agent pursuant to the Finance Documents;

**Phase II Facility Agreement** means the facility agreement dated 11 October 2005 as amended and restated on [ ] 2006 between the Security Trustee as security trustee, arranger, facility bank and issuing bank, JDH Acquisitions Limited and the Company;

**Proceedings** has the meaning ascribed to it in clause 14.13.2 of the Mortgage;

**Receiver** has the meaning ascribed to it in clause 9.1 of the Mortgage;

**Specifically Charged Property** means the property and assets referred to in clauses 1.1 to 1.6 inclusive of this Form;

**Target Group** means Jurys Doyle Hotel Group Limited (formerly Jurys Doyle Hotel Group plc) and its Subsidiaries.



## SECOND SCHEDULE

### Leasehold Unregistered Land (clause 1.1)

The lands and premises comprised in a Lease dated 19<sup>th</sup> November 1935 and made between Acheson Harden Glendinning and Elizabeth Glendinning of the first part Marjorie Elizabeth Glendinning of the second part Christina Joan Glendinning of the third part Margaret Florence Glendinning of the fourth part Glendinning McLeish & Company Limited of the fifth part and Ritz Belfast Limited of the sixth part for the term of ten thousand years from the 1<sup>st</sup> February 1935 subject to the yearly rent of One thousand six hundred pounds thereby reserved and the covenants on the part of the Lessee and conditions therein contained which premises are therein described as "ALL THAT plot of ground situate on the west side of Fisherwick Place in the City of Belfast Parish of Shankill Barony of Upper Belfast and County of the City or County Borough of Belfast containing in front to Fisherwick Place aforesaid 156 feet 6 inches or thereabouts on the north along Murray Street 130 feet or thereabouts on the south along Grosvenor Road 111 feet or thereabouts and containing the other several admeasurements as more particularly described on the map or ground plan thereof hereon endorsed and thereon shown edged red" which premises are now known as Jurys Inn, Fisherwick Place, Belfast.



FC003737

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the  
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Mortgage or Charge dated the  
the TWENTY-FIFTH day of APRIL two-thousand and SIX and created by

**Belfcard Limited**

for securing all moneys now due, or hereafter to become due,  
or from time to time accruing due from the Company to

**ALLIED IRISH BANKS PLC**

on any account whatsoever, was this day REGISTERED pursuant to  
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this the NINTH day of MAY two-thousand and

SIX

A handwritten signature in black ink, appearing to read 'R. Dineen'.

for the Registrar of  
Companies for Northern Ireland