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CHFP025**COMPANIES FORM No. 155(6)a****Declaration in relation to assistance for the acquisition of shares**

155(6)a

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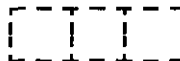
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



2307261

Note

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

Name of company

* CHAMBERLAIN HOTELS LIMITED

* insert full name of company

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

***/We** Edward Jefferson of Aspley Farm, Blind Lane, Tamworth in Arden, Solihull, West Midlands, Patrick McCann of 31 Torquay Wood, Foxrock, Dublin, Alan Roy Fitzpatrick of Far Leys House, Bates Lane, Tanworth in Arden, Solihull B94 5AP and John Niall Geoghegan of 32 Friarsland Road, Goatstown, Dublin 14, Paul MacQuillan, Old Bridge House, Kilcarn, Navan, Co. Meath

† delete as appropriate

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

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a (recognised bank) (licensed institution)† within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

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

[company] ~~[company's holding company]~~ _____

Limited†

The assistance is for the purpose of ~~that 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: See Rider 1

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

Hammond Suddards Edge
Rutland House, 148 Edmund Street
Birmingham
B3 2JR
DX 708610 BIRMINGHAM 17
DOCS/JEMB/JKG/155-01

For official Use
General Section

Post room



A40
COMPANIES HOUSE

0477
24/10/02

The assistance is to be given to: (note 2) _____
Jurys Hotel Management (UK) Limited

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:

See Rider 2

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

ATP
Jurys Hotel Management (UK) Limited

[Handwritten signatures]
† delete as
appropriate

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

See Rider 3

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 £ N/A

The assistance is to be given within 8 weeks of the date hereof

Please do not
write in this
margin

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

* delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]~~* (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at JURY'S HOTEL,
BROAD STREET, BIRMINGHAM

Declarants to sign below

Day Month Year
on

11	10	2002
----	----	------

before me Alastair Peet
ALASTAIR PEET

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

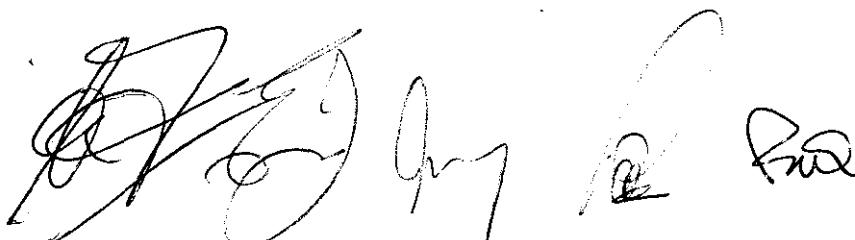
- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

RIDER 1,

A series of handwritten signatures and initials in black ink, including a large stylized signature, the word 'ing', and several other initials.

185,000 Ordinary Shares of £1 each;

13,000,000 E Ordinary Shares of £0.01 each;

65,000 D Ordinary Shares of £1 each;

110,000 B Non Voting Shares of £10 each; and

2,090,000 C Non Voting Shares of £0.01 each; collectively referred to as the

"Shares").

RIDER 2

The financial assistance will take the form of:

- 1 the execution and delivery by the Company of an amending and restating agreement (the "**Amending and Restating Agreement**") to be made between (1) Jurys Doyle Hotel Group Plc, (2) the companies listed in Part A of the First Schedule of the Amending and Restating Agreement, (3) the companies listed in Part B of the First Schedule of the Amending and Restating Agreement, (4) Ulster Bank Ireland Limited, (5) the financial institutions listed in Part A of the Second Schedule of the Amending and Restating Agreement, (6) Barclays Bank Plc.

The Amending and Restating Agreement is supplemental to a facilities agreement dated 29th March 2000, (the "**Facilities Agreement**") made between (1) Jurys Doyle Hotel Group plc (2) the Companies listed in the First Schedule thereof (as borrowers), (3) Ulster Bank Markets Limited (*now known as Ulster Bank Ireland Limited*) (as facility agent and security trustee), and (4) Allied Irish Banks, plc., Ulster Bank Markets 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) plc and UIF Finance Company (as facility providers and hedging counterparties), as amended and restated on 29th January 2002.

By virtue of the Amending and Restating Agreement the Company will become an Obligor under the Facilities Agreement (as such terms are defined in the Facilities Agreement).

The Facilities Agreement contains, *inter alia*, loan note indemnity provisions (the "**Indemnity**") in favour of:

- (i) the Facility D Providers (as defined in the Facilities Agreement) pursuant to which the Company irrevocably and unconditionally indemnifies each of the Facility D Providers from and against all payments made or which may be made, and against all reasonable costs, charges expenses and other amounts incurred or which may be incurred in connection with in any claim, demand or liability brought or made or which may be brought or made against or incurred by the Facility D Provider in connection with an indemnity given by the Facility D Provider to the Guarantee Issuer (as such term is defined in the Facilities Agreement) against its Facility D Pro Rata Percentage (as such term is defined in the Facilities Agreement) of all liabilities, reasonable costs and expenses, claims, losses, and obligations which the Guarantee Issuer may incur or suffer arising from claims made by or payments to a beneficiary, or any persons purporting to be a beneficiary of the Loan Note Guarantee (as hereinafter defined) or otherwise in connection with the Loan Note Guarantee.
- (ii) the Guarantee Issuer pursuant to which the Company irrevocably and unconditionally indemnifies the Guarantee Issuer from and against all payments made, and against all costs, charges, expenses and other amounts incurred or which may be incurred in connection with any claim, demand or liability brought or made or which may be brought or made against it in connection with the Loan Note Guarantee whether arising

from claims made by or payments made to a beneficiary, or any persons purporting to be a beneficiary of the Loan Note Guarantee or otherwise.

The Loan Note Guarantee means the guarantee dated 16th March 2001 provided by the Guarantee Issuer to the holders of the 19,577,223 units of floating rate guaranteed convertible loan notes of Stg£1 each (the "**Loan Notes**") created by Jurys Hotel Management (UK) Limited.

The Loan Notes were used to part finance the acquisition by Jurys Hotel Management (UK) Limited of the Shares.

The Facilities Agreement also contains set off provisions in favour of the Agent and each Bank (as such terms are defined in the Facilities Agreement) to apply any credit balance to which the Obligors are entitled on any account of the Obligors with the Agent or that Bank in satisfaction of any sum due and payable from the Borrowers under the Facilities Agreement but unpaid.

- 2 the execution and delivery by the Company of a Deed of Admission and Amendment (the "**First Supplemental Deed**") supplemental to a composite guarantee and indemnity dated 29th March 2000 (the "**Composite Guarantee**") in favour of the Security Trustee, as security trustee for the Secured Parties (as such term is defined in the Composite Guarantee). Pursuant to the First Supplemental Deed, the Company will become a "Guarantor" for all the purposes of the Composite Guarantee and will covenant to pay all monies and liabilities whatsoever owed by it to the Secured Parties and unconditionally and irrevocably covenants to pay and guarantees payment of all sums owing or incurred to the Secured Parties from, *inter alia*, Jurys Hotel Management (UK) Limited. The said liabilities include all obligations of Jurys Hotel Management (UK) Limited to the Banks in relation to the Loan Notes Guarantee facility.

As stated above, the Loan Notes were used to part finance the acquisition by Jurys Hotel Management (UK) Limited of the Shares.

- 3 the execution and delivery by the Company of a Deed of Admission and Supplemental Deed (the "**First Supplemental Deed**") supplemental to a composite debenture dated 29th March 2000 (the "**Composite Debenture**") in favour of the Security Trustee, as security trustee for the Secured Parties (as such term is defined in the Composite Debenture). Pursuant to the Second Supplemental Deed, the Company will become a "Chargor" for all the purposes of the Composite Debenture and will grant certain floating charges over all the Company's undertaking and assets both present and future as security for the Secured Obligations (as such term is defined in the Composite Debenture).

The Secured Obligations include, *inter alia*, all obligations of the Company under the Composite Guarantee.

RIDER 3.

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

1 UNDER THE AMENDING AND RESTATING AGREEMENT AND THE FACILITIES AGREEMENT:

- 1.1 The Company irrevocably and unconditionally agrees to indemnify:
- (a) each of the Facility D Providers on a full indemnity basis and on demand from and against all payments made or which may be made, and against all reasonable costs, charges, expenses and other amounts (including legal fees) incurred or which may be incurred arising out of or in connection with any claim, demand or liability brought or made or which may be brought against or incurred by it arising out of or in connection with the indemnity granted by each of the Facility D Providers to the Guarantee Issuer.
 - (b) the Guarantee Issuer on a full indemnity basis and on demand from and against all payments made or which may be made, and against all costs, charges, expenses and other amounts (including reasonable legal fees) incurred or which may be incurred arising out of or in connection with any claim, demand or liability brought or made or which may be brought or made against or incurred by it arising out of or in connection with the Loan Note Guarantee whether arising from claims made by or payments made to a beneficiary, or any persons purporting to be a beneficiary, of the Loan Note Guarantee or otherwise.

The indemnity set out above is subject to the following terms;

- 1.2 The Company irrevocably and unconditionally authorises the Guarantee Issuer to make any payments and comply with any demands which may be claimed from or made upon it under, in connection with, or by reason of the issuance by it of the Loan Note Guarantee on the first demand being made upon it without any reference to or further authority, confirmation or verification from the Company and without requiring proof that the amounts so demanded are or were due and notwithstanding that the Company may dispute the validity of any such demands or payments and any payment which Guarantee Issuer shall make in accordance with, or appearing to it to be in accordance with the Loan Note Guarantee shall be binding upon the Company and accepted by it as conclusive evidence that the Guarantee Issuer was liable to make such payment or to comply with such demand and the Guarantee Issuer shall be entitled to treat such demand as valid and effective notwithstanding any actual lack of authority on the part of the person making the demand if the demand appears on its face to be in order and the demand appears to it to be made by or on behalf of the persons to whom the Loan Note Guarantee is issued (the "Beneficiary").
- 1.3 The Guarantee Issuer shall be entitled to enter into such arrangement with the Beneficiary in respect of payments made or to be made pursuant to the Loan Note Guarantee as the Guarantee Issuer and the Beneficiary may from time to time agree. In the event that any such arrangements are entered into, any restrictions on the obligations of the Guarantee Issuer to make payment to the Beneficiary shall, for the purposes of the Indemnity, be ignored and for the purposes of its rights against the Company it shall be assumed that the Guarantee Issuer has made or is obliged to make payment of the full amount due to the Beneficiary on the making of a demand by it under the Indemnity.
- 1.4 The Guarantee Issuer shall not be expected or required to investigate or question the validity of any claim on or payment made by it on foot of the Loan Note Guarantee or the validity or authenticity of any document produced or furnished to substantiate any such demand and in the event that the Loan Note Guarantee stipulates that a demand shall be accompanied by any

document or documents then, provided that it or they appear on their face to be in accordance with the terms of the Loan Note Guarantee, such document or documents shall for all purposes relating to the Indemnity be deemed to be genuine and in accordance with the terms of the Loan Note Guarantee.

- 1.5 Any amount demanded under the Indemnity and for the time being unpaid shall bear interest.
- 1.6 The Indemnity shall constitute and be a continuing security to the Guarantee Issuer for as long as any liability shall remain upon it under the Loan Note Guarantee and shall extend to any and all extensions renewals or replacements of the Loan Note Guarantee and will not be discharged or affected by:
 - (a) any granting of time or other indulgence or (without limitation) any extension, renewal, acceptance, forbearance or release granted it by the Beneficiary;
 - (b) any waiver or release of any right of the Beneficiary under the terms of the Loan Note Guarantee;
 - (c) any extension, renewal or replacement of the Loan Note Guarantee;
 - (d) any modification, amendment or determination of or variation or addition to the terms of the Loan Note Guarantee;
 - (e) any transfer or assignment of rights or obligations under any Loan Note Guarantee;
 - (f) any corporate re-organisation, reconstruction, amalgamation, dissolution, merger, acquisition of or by or other alteration in the corporate existence or structure of the Guarantee Issuer and/or the Beneficiary;
 - (g) any composition or arrangement made by it with the Beneficiary;
 - (h) any dealing with, exchange, renewal, variation, release or modification of or abstention from taking, perfecting or enforcing any security, guarantee or right now or hereafter held by it or the Beneficiary from or against any person; or
 - (i) any other act or omission to act of any kind by it or the Beneficiary which might constitute a legal or equitable discharge of the Company.
- 1.7 The Company shall not, without the Guarantee Issuer's prior written consent, enforce or seek to enforce in competition with the Guarantee Issuer any right of contribution or indemnity from or against any other person to which they may be entitled by reason of performance of their obligations under the Indemnity.
- 1.8 The Company also undertakes to indemnify:
 - (a) each of the Agent and the Banks against any cost, claim, loss, expense (including reasonable legal fees) or liability together with any VAT thereon, which any of them may sustain or incur as a consequence of the failure by any Borrower to draw down in accordance with a Notice of Drawdown furnished by it, or as a consequence of the occurrence of any Event of Default or any default by an Obligor in the performance of any of the obligations expressed to be assumed by it in any of the Finance Documents or by the breach of any covenant, warranty, undertakings, representations or conditions on the part of the Borrowers contained in the Facilities Agreement including, without

prejudice to the generality of the foregoing, any liability incurred by any of the Banks pursuant to Clause 25.3 of the Facilities Agreement; (*capitalised terms have the meanings ascribed to them in the Facilities Agreement*);

- (b) each Bank against any loss it may suffer as a result of its funding its portion of Drawings requested by the Borrowers but not made by reason of the operation of any one or more of the provisions of the Facilities Agreement;
- (c) each of the Banks against any cost, claim, loss, expense (including legal fees) or liability together with any VAT thereon which any of them may sustain or incur as a consequence of any Environmental Laws or the terms of any Environmental Licences being breached by any Member of the Group; (*capitalised terms have the meanings ascribed to them in the Facilities Agreement*); and
- (d) each Bank against all liabilities, losses, damages, costs including specifically but not limited to broken funding costs and expenses which the Banks may incur arising out of or in connection with any pre-payment of a Drawing or cancellation or termination of any of the Facilities the said indemnity shall extend to all interest, reasonable fees and other sums whatsoever paid or payable on account of all funds borrowed and to any loss, premium, penalty or expenses which may be incurred in liquidating or deploying deposits from third parties acquired to make, maintain or fund the Drawings (or any part thereof) or terminating any arrangements entered into by any of the Agent or the Banks in connection with any of the Facilities and the Obligors shall pay all such liabilities, losses, damages, costs, expenses, interest, fees, premiums, penalty and other sums forthwith upon demand being made therefor in writing by the Agent; (*capitalised terms have the meanings ascribed to them in the Facilities Agreement*).

2 UNDER THE FIRST SUPPLEMENTAL DEED AND THE COMPOSITE GUARANTEE:

(Capitalised terms below have the meanings ascribed to them in the Composite Guarantee)

- 2.1 The Company as principal obligor and not merely as surety unconditionally and irrevocably covenants to pay and guarantees payment on demand by the Security Trustee of all and every sum or sums of money whether actual or contingent in whatever currency denominated which shall at any time (and whether on or after such demand) be owing or incurred to the Secured Parties, whether collectively or individually anywhere on any account whatsoever whether from the Principals (as such term is defined in the Composite Guarantee and includes Jurys Hotel Management (UK) Limited) solely or from the Principals jointly with any other person or persons including the amount of any notes or bills discounted or paid, bonds, guarantees or indemnities issued on behalf of, liabilities in respect of foreign exchange transactions, interest rate and currency hedging arrangements, broken funding costs and other loan credits or advances made to or for the accommodation or at the request either of, the Principals solely or jointly in any other way whatsoever or the provision by the Secured Parties or any of them of leasing facilities or other facilities provided by the Banks and all other liabilities whatsoever of the Principals, or any one of them to the Secured Parties together with in all cases aforesaid all indemnities and interest as well after as before any demand or judgment to date of payment at such rates and upon such terms as may from time to time be payable by the Principals (or which would have been so payable but for the liquidation or other incapacity of the Principals) and all discount and other charges including legal charges occasioned by or incidental to the Composite Guarantee or any other security held by or offered to the Secured Parties for the same indebtedness or by or to the enforcement of any such security.
- 2.2 The Composite Guarantee is a continuing security and shall not be considered satisfied by the intermediate payment or discharge in whole or in part.

- 2.3 Until the ultimate balance owing by the Guarantors to the Secured Parties has been paid or satisfied in full the Secured Parties shall have a first priority lien on all securities, documents and other property and assets of the Guarantors and on all moneys standing to the credit of the Guarantors whether on any current, deposit or other account and the Secured Parties shall be entitled (as well before as after demand) to set off the Guarantors' liability to the Secured Parties against any credit balance in any such account.
- 2.4 The Company irrevocably agrees to keep the Security Trustee and the Secured Parties fully and effectively indemnified from and against all costs (properly and reasonably incurred), claims, charges, damages, expenses and losses (on a full and unqualified indemnity basis) whatsoever
- (a) arising out of or in connection with any transactions entered into by the Security Trustee or the Secured Parties with the Principals; or
 - (b) as a result of any disability, incapacity, irregularity, defect or informality in any security given by or on behalf of the Principals or any other person in respect of all or any of the guaranteed liabilities; or
 - (c) which are incurred by the Security Trustee or the Secured Parties, whether before or after the date of demand on the Guarantors for payment, in enforcing or endeavouring to enforce the payment of any money due under the Guarantee and Indemnity or otherwise in relation to the Guarantee and Indemnity or in resisting or endeavouring to resist any claims made against the Security Trustee or the Secured Parties by any of the Principals in connection with any liabilities or alleged liabilities to the Secured Parties of any of the Principals or any money or benefits received by or any preference given to the Secured Parties by any of the Principals.

together with interest at the Default Rate on each such sum from the date that the same was incurred or fell due to the date of payment. This indemnity constitutes an independent obligation from the Company's other obligations, shall give rise to an independent cause of action, shall apply irrespective of any indulgence granted by the Secured Parties from time to time and shall continue in effect notwithstanding any judgment or order for a liquidated sum or sums in respect of any moneys hereby guaranteed or in respect of any amounts due under the Composite Guarantee.

- 2.5 The Guarantors (including the Company) shall pay to the Security Trustee on demand all legal and other costs (properly and reasonably incurred) charges and expenses from time to time incurred by the Security Trustee and/or the Secured Parties in any way in connection with the Composite Guarantee or the enforcement or discharge thereof. All stamp documentary, registration or similar tax and other duties payable on or in respect of the entry into, registration, performance, enforcement or admissibility in evidence of the Guarantee and Indemnity shall be payable by the Guarantors to the Security Trustee on demand.

3 UNDER THE SECOND SUPPLEMENTAL DEED AND THE COMPOSITE DEBENTURE:

- 3.1 The Company unconditionally and irrevocably covenants to pay its Indebtedness (as defined in the Composite Debenture) and all related costs, charges, expenses and other sums together with interest.
- 3.2 The Company as continuing security for the payment and discharge of the Secured Obligations (as such term is defined in the Composite Debenture) and as beneficial owner and proprietor or as the person entitled to be registered as proprietor as the case may be, with full title guarantee, and by way of first floating charge charges unto the Security Trustee as trustee for the Secured Parties all

of its undertaking property and assets whatever and wherever situate present and future including its goodwill and uncalled capital.

- 3.3 the Security Trustee may convert any floating charge into a fixed charge by notice to the Company whether or not an Event of Default (as defined in the Composite Debenture) has occurred;
- 3.4 the Composite Debenture is a continuing security and shall not be considered satisfied by intermediate payment or discharge in whole or in part;



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
245 Broadstreet
Birmingham
B1 2HQ
United Kingdom

Our Ref: 294694

11 October 2002

Dear Sirs

Auditors' report to the directors of Chamberlain Hotels Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 11 October 2002 in connection with the proposal that Chamberlain Hotels Limited ('the Company') should give financial assistance for the purchase of the Company's ordinary shares. 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

COMPANIES HOUSE

24/10/02



Member Firm of
KPMG International

Jerome Kennedy • Darina Barrett • Gary Britton • Keith Browne • Niall Campbell
Brian Clavin • Jim Clery • Colm Clifford • Christopher Cullen • Brian Daly • Jon D'Arcy
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Sean O'Keefe • Terence O'Rourke • Henry Saville • Seamus Teaffe • Eric Wallace
Richard Whelan • David Wilkinson • Robert Woods • Consultants (qualifications other
than Chartered Accountants): Robert Barker • Sean Mooney • Ian Young

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KPMG is authorised by The Institute of Chartered Accountants in Ireland to carry on investment business.