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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to  
assistance for the acquisition  
of shares

155(6)a

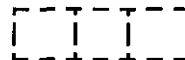
Pursuant to section 155(6) of the Companies Act 1985

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



2503442

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

Name of company

\* WOOLLEY GRANGE LIMITED ("the Company")

\* insert full name  
of company

I/Ws Andrew Davis  
Henlade House  
Henlade  
Taunton  
Somerset  
TA3 5NB

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

† delete as  
appropriate

[the sole director] ~~XXXXXXXXXXXX~~ 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 32 of the Insurance Companies Act 1982 to carry~~

~~insurance business or be authorised to carry~~

(c) something other than the above§

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

~~XXXXXXXX~~ [company's holding company] LUXURY FAMILY HOTELS

Limited]†

The assistance is for the purpose of ~~that acquisition~~ ~~XXXXXXXXXXXX~~ [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: 5,000 Founder Shares

at £1 each and 2,779,504 Ordinary shares at £0.50 each

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

Goodman Derrick  
90 Fetter Lane  
London  
EC4A 1PT

For official Use  
General Section



A32  
COMPANIES HOUSE

137  
21/06/2006

The assistance is to be given to: (note 2) Von Essen Hotels 4 Limited ("VEH4")  
whose registered office is at Sixth Floor, 90 Fetter Lane, London EC4A 1PT

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

1. The granting by the Company of a debenture ("the Subsidiary Debenture") in favour of the Clydesdale Bank Plc (trading as Yorkshire Bank) ("the Bank").
2. The granting by the Company of an unlimited guarantee ("the Subsidiary Guarantee") in favour of the Bank for the liabilities of VEH4.
3. An intra group loan agreement ("the Intra Group Loan Agreement") between inter alia Luxury Family Hotels Limited, VEH4, the Company, Fowey Hall Limited and The Aquae Sulis Retail Company Limited.
4. The transfer ("the Property Transfer") by the Company of the property known as Woolley Grange Hotel, Woolley Green, Bradford on Avon, Wiltshire (Title Number WT69859) ("the Property") to VEH4 in contemplation of a legal charge being given in favour of the Bank.

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

† delete as  
appropriate

VEH4

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

See 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 £ value of assets under Property Transfers

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

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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 STON EASTON PARK BATH  
within County of SOMERSET

Declarants to sign below

Day Month Year  
on 

1	2	0	6	2	0	0	6
---	---	---	---	---	---	---	---

before me [Signature]

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

**Continuation Sheet Form 155(6)a**

**Woolley Grange Limited ("the Company")**

1. Pursuant to the Subsidiary Debenture the Company with full title guarantee charges to the Bank as security for the payment and discharge of the Secured Obligations (as defined in the Subsidiary Debenture) and all other sums and liabilities outstanding to the Bank the following:
  - 1.1 By way of fixed charge all (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Subsidiary Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property.
  - 1.2 By way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in the Subsidiary Debenture together with the benefit of all relevant contracts, warranties and maintenance agreements.
  - 1.3 By way of fixed charge all other (if any) plant, machinery, vehicles, computer and office and other goods and equipment of the Company together with the benefit of all other contracts, warranties and maintenance agreements.
  - 1.4 By way of fixed charge the Debts (as defined in the Subsidiary Debenture) which are the book and other debts now and from time to time due or owing to the Company.
  - 1.5 By way of fixed charge the Bank Debts (as defined in the Subsidiary Debenture).
  - 1.6 By way of fixed charge the goodwill and any uncalled capital of the Company now and at any time in the future.
  - 1.7 By way of fixed charge of stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights.
  - 1.8 By way of fixed charge all patents, patent applications, trademarks and service marks (whether registered or not) trademark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future.
  - 1.9 By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1.1 to 1.8 inclusive.

2. Pursuant to the terms of the Subsidiary Guarantee, the Company guarantees to the Bank the due and punctual performance by VEH4 of its payment obligations to the Bank.
3. Pursuant to the Intra Group Loan Agreement the Company agrees to make loans to VEH4 from time to time upon and subject to the terms of that agreement to enable VEH4 to discharge its payment obligations and liabilities to the Bank.
4. Pursuant to the Property Transfer, the Company will agree that consideration for the Property will be £6,000,000 (six million pounds) and will remain outstanding as an inter-company loan, repayable on demand.

The Board of Directors  
Woolley Grange Limited  
Moonfleet Manor  
Fleet  
Nr Weymouth  
DT3 4ED

12 June 2006

Dear Sirs

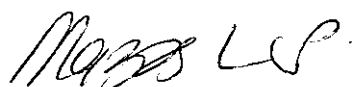
**Report of the auditors to the directors of Woolley Grange Limited (the "Company") under Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 12 June 2006 in connection with the proposal that the Company should give financial assistance in connection with the reducing or discharging a liability incurred in connection with the purchase of shares in its holding company Luxury Family Hotels Limited.

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 dated 12 June 2006 as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



**Mazars LLP**  
Chartered Accounts  
and Registered Auditors