

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

LD2
COMPANIES HOUSE

Please do not
write in this
margin

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

The assistance is to be given to: (note 2) Broomco (3708) Limited (registered number 5360893) (the "Purchaser")

See Annexure 3

† delete as appropriate

See Annexure 4

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is See Annexure 6

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

~~X~~We have formed the opinion, as regards this 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) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]~~* (note 3)

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

[illegible]

And ~~X~~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

Declarants to sign below

10 SNOW HILL

on

Day	Month	Year
19	03	2005

before me

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 1 TO FORM 155(6)b

SAMUEL EDWARD KENNEDY of Beaulieu House, Roman Road, Dorking, Surrey RH4 3ET

ROBERT KEITH FINLAY THOMSON of Hill Copse, 92 Tebworth Road, Wingfield, Leighton Buzzard, Bedfordshire LU7 9QH

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 2 TO FORM 155(6)b

5,665,806 A ordinary shares of £0.01 each in the capital of Jodsal Limited (the "Target").

1,000 B ordinary shares of £1.00 each in the capital of the Target.

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 3 TO FORM 155(6)b

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 3 unless otherwise stated or the context otherwise requires.

The assistance will take the form of the execution, delivery and performance by the Charging Company of the following documents:-

1. a debenture (the "**Debenture**") to be entered into between (1) the Charging Company and (2) The Governor and Company of the Bank of Scotland (the "**Security Trustee**");
2. a corporate guarantee (the "**Guarantee**") to be entered into between the companies listed in schedule 2 thereto (including the Charging Company) (1) the Purchaser (2) and the Security Trustee (3);
3. an intercreditor deed (the "**Intercreditor Deed**") to be entered into between, among others, (1) the companies named as obligors in part 2 of schedule 1 thereto (including the Charging Company), (2) the persons named in part 1 of schedule 1 thereto as equity investors and (3) the Security Trustee in the various capacities set out therein; and
4. an upstream intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be entered into between the Purchaser (1) and the companies listed in schedule 1 thereto (including the Charging Company) as lenders (2).

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 4 TO FORM 155(6)b

PART I

Terms defined in this statutory declaration (including the other Annexures hereto) have the same meanings in this Annexure 4 unless otherwise stated or the context otherwise requires.

(A) The principal terms on which the assistance will be given under the Debenture are as follows:-

1. The Charging Company covenants that it will on demand in writing pay or discharge the Secured Liabilities;
2. The Charging Company charges to the Security Trustee as a continuing security, and with full title guarantee, for the payment or discharge of the Secured Liabilities:-
 - i. subject, in the case of any leasehold property, to obtaining any necessary consent (using its best endeavours) by way of legal mortgage all the freehold and leasehold property (including the property described in Schedule 1 to the Debenture, if any (the "Property")) now vested in it whether or not the title to the property is registered at the Land Registry, together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - ii. by way of fixed charge:-
 - a. subject, in the case of any leasehold property, to obtaining any necessary consent (using its best endeavours) all estates or interests in any future freehold and leasehold property belonging to the Charging Company, together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - b. all present and future interests of the Charging Company in or over land or the proceeds of sale of it and all present and future licences of the Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), which are at any time on the property charged under the Debenture;
 - c. all the Charging Company's goodwill and uncalled capital for the time being;
 - d. all present and future stocks, shares and other securities owned (at law or in equity) by the Charging Company and all rights and interests accruing or offered at any time in relation to them;

- e. all rights and interests in, and claims under, all policies of insurance and assurance other than the Keyman Policies held, or to be held by, or insuring to the benefit of, the Charging Company and the benefit of all rights and claims to which the Charging Company is now, or may be, entitled under any contracts;
 - f. all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held, or to be held, by the Charging Company, or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Charging Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - g. all present and future book and other debts and monetary claims of the Charging Company, whether payable now or in the future and the benefit of all present and future rights and claims of the Charging Company against third parties relating to them and capable of being satisfied by the payment of money (save as separately charged under the terms of the Debenture);
 - h. all present and future plant and machinery not otherwise charged under the above provisions of the Debenture and all other present and future chattels of the Charging Company (excluding any of the same for the time being forming part of the Charging Company's stock in trade or work in progress);
 - i. all present and future bank accounts, cash at bank and credit balances of the Charging Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
- iii. by way of floating charge all the Assets not effectively otherwise charged or assigned by way of security by the paragraph (ii) above, including (without limitation) any immovable property of the Charging Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph A.2. (ii)(a) above.
3. The Charging Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Liabilities assigns and agrees to assign by way of security to the Security Trustee all its rights, title and interest in and to:-
- i. the Acquisition Agreement;
 - ii. any interest rate hedging agreements entered into by any person;
 - iii. any agreement to which the Charging Company is a party except to the

extent that it is subject to any fixed charge pursuant to the Debenture; and

- iv. to the extent that any such right, title and interest referred to in paragraphs 3(i) - 3 (iii) above is not assignable or capable of assignment, the assignment thereof purported to be effected by such paragraphs shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Charging Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

4. The Charging Company (at its own cost) will on demand in writing by the Security Trustee execute and deliver in such form as the Security Trustee may reasonably require:-

- i. a legal mortgage of any freehold or leasehold property of the Charging Company which is not effectively charged by sub-clause A(2)(i) and of any freehold or leasehold property acquired by the Charging Company after the date of the Debenture;
- ii. a standard security or other fixed security over the Charging Company's heritable freehold, leasehold or other property;
- iii. a fixed charge, or assignment by way of security of any Asset subject to a floating charge under paragraph A.2.(iii) above ;
- iv. a chattel mortgage over such chattels, plant and machinery as the Security Trustee may specify; and
- v. a notice of any assignment of its right, title and interest to any material agreement referred to in paragraph 3.3 above,

and the Charging Company will do and concur in all such other acts or things as the Security Trustee may deem necessary to vest in the Security Trustee title to all or any of the Assets.

(B) The principal terms on which the assistance will be given under the Guarantee are as follows:-

1. In consideration of the Security Beneficiaries granting time, credit and banking facilities to the Principal, the Charging Company unconditionally guarantees the payment or discharge of the Secured Liabilities and shall on demand in writing pay or discharge them to the Security Trustee (on behalf of the Security Beneficiaries) when the same become due and payable. The Guarantee shall continue until determined in accordance with the terms of clause 6 of the Guarantee.
2. In consideration of the Security Beneficiaries granting time, credit and banking facilities to any one or more of the Principals, each Guarantor (as principal obligor and as a separate and independent obligation and liability from its obligation and liabilities under paragraph 1 above) unconditionally and irrevocably agrees to indemnify and keep indemnified the Security Beneficiaries against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities (or any part thereof) or resulting from any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective against any Principal.
3. The Charging Company's liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Charging Company had been a principal debtor instead of a guarantor.
4. The Charging Company acknowledges and agrees that its obligations under the Guarantee shall be continuing obligations and shall extend to cover the ultimate balance due at any time to the Security Beneficiaries from each Principal and that the identity of the Principals and of the Guarantors may change from time to time in accordance with the Guarantee.
5. The Guarantee shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Security Trustee (or any other Beneficiary) at any time for the discharge and performance of the Secured Liabilities.

(C) The principal terms on which assistance will be given under the Intra-Group Loan Agreement are that the Charging Company will agree to grant to the Purchaser upon the terms and conditions of the Intra-Group Loan Agreement loan facilities to enable the Purchaser to pay any amounts due to the Beneficiaries pursuant to the Finance Documents and for such other purposes as a Lender (as defined therein) to the Intra-Group Loan Agreement may agree in writing.

(D) The principal terms on which assistance will be given under the Intercreditor Deed are that the Charging Company will acknowledge and agree to the priority arrangements created in favour of the Beneficiaries as more particularly set out therein.

ANNEXURE 4

PART II

"Acquisition Agreement" means the share sale agreement dated on or about the date hereof between (1) the parties identified therein as the sellers and (2) the Purchaser.

"Act" means the Companies Act 1985.

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Charging Company;

"Beneficiaries" means the Senior Agent, the Senior Lenders, the Security Trustee, the Investor Loan Agent and the Subordinated Lenders (each a **"Beneficiary"**);

"BoS" means The Governor and Company of the Bank of Scotland;

"Common Terms Agreement" means the common terms agreement dated on or about the date hereof and made between, among others, BoS as Senior Agent, Senior Lender, Security Trustee, Investor Loan Agent and Subordinated Lender, (1-5) and the Purchaser (6);

"Finance Documents" means the Senior Documents and the Investor Loan Documents (each a **"Finance Document"**).

"Group" means, at any time, the Target and its Subsidiaries (each a **"Group Company"**).

"Investor Loan" means, at any time, the principal amount outstanding under the Investor Loan Facility at such time.

"Investor Loan Agent" means, BoS in its capacity as agent for the Subordinated Lenders and its successors and assigns (whether immediate or derivative).

"Investor Loan Agreement" means the letter, in the agreed terms, of even date herewith and made between the Purchaser (1) the Investor Loan Agent (2) and BoS as a Subordinated Lender (3).

"Investor Loan Documents" means the Investor Loan Agreement, the Common Terms Agreement, the Security Documents insofar as the same secure the Investor Loan Facility and all documents supplemental to any of them.

"Investor Loan Facility" means the investment loan facility, in the aggregate principal amount of £45,800,000, made available to the Purchaser by the Subordinated Lenders pursuant to the terms of the Investor Loan Agreement.

"Keyman Policies" means the keyman and critical illness insurance policies in favour of the Purchaser in respect of each of the directors set out at annexure 1 to the Common Terms Agreement;

"Obligors" means the Purchaser, the Target and each of its subsidiaries from time to time.

"Principal" means each Obligor or who is or becomes a Principal by acceding to any of the Finance Documents or the Investor Loan Documents.

"Secured Liabilities" shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Beneficiaries (or any of them) by any Obligor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Beneficiaries (or any of them) shall have been

an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Beneficiaries may in the course of their business charge or incur in respect of any of those matters, or for keeping any Obligor's accounts, and so that interest shall be computed and compounded according to the usual rates and practice of the Beneficiaries, as well after as before any demand made or decree obtained under the Debenture or the Guarantee;

"Security Beneficiary" means the Senior Agent, the Senior Lenders, the Security Trustee, the Investor Loan Agent and the Subordinated Lenders (each a **"Security Beneficiary"**)

"Security Documents" means the Guarantee, the Debenture and the Intercreditor Deed, and any other security granted to the Security Trustee which is permitted in accordance with the terms of the Intercreditor Deed.

"Senior Agent" means, BoS in its capacity as agent for the Senior Lenders and its successors and assigns (whether immediate or derivative).

"Senior Documents" means the Senior Facilities Agreement, the Security Documents, the Common Terms Agreement and all documents supplemental to any of them.

"Senior Facilities Agreement" means the letter dated on or about the date hereof and made between the Purchaser (1) and BoS as the Senior Agent and Senior Lender (2).

"Senior Lenders" means, at any time, the persons having participations at such time in the Senior Facility and the Term Loan (each a **"Senior Lender"**).

"Subordinated Lenders" means, at any time, the persons having participations at such time in the Investor Loan Facility and the Investor Loan (each a **"Subordinated Lender"**).

"Subsidiary" means: (i) a subsidiary, as defined in Section 736 of the Act; and (ii) a subsidiary undertaking, as defined in Section 258 and Schedule 10A of the Act.

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 5 TO FORM 155(6)b

Up to the total amount available under the Intra-Group Loan Agreement (as defined in Annexure 3 above).

ENRICHTECH LIMITED

(Registered number 4005588)

ANNEXURE 6 TO FORM 155(6)b

The date hereof or within eight weeks of the date hereof.



KPMG LLP
Altius House
One North Fourth Street
Milton Keynes MK9 1NE
United Kingdom

Tel +44 (0) 1908 844949
Fax +44 (0) 1908 844884
DX 146460 Milton Keynes 11

Private & confidential

The Directors
Enrichtech Limited
Berkeley House
Falcon Close
Quedgeley
Gloucester
GL2 4LY

Our ref ke/mh/411

19 March 2005

Dear Sirs

Auditors' report to the directors of Enrichtech Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 19 March 2005 in connection with the proposal that Mill House Inns (Trading) Limited, of which this Company is a holding company, should give financial assistance for the purchase of the entire issued shares of Jodsal Limited.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP

KPMG LLP