



CHFP025

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

155(6)b

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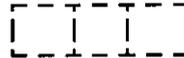
Pursuant to section 155(6) of the Companies Act 1985

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



4005588

Name of company

* ENRICHTECH LIMITED (THE "COMPANY")

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

* insert full name of company

~~W e e~~ SEE ANNEXURE 1

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

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

- (a) ~~the business of a person authorised under section 8 or 11 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
- (b) ~~that of a person authorised under section 8 or 11 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
- (c) something other than the above§

This company is ~~not~~ [a] holding company of* MILL HOUSE INNS (TRADING) LIMITED
(REGISTERED NUMBER 3003875) (THE "CHARGING COMPANY") which is
 proposing to give financial assistance in connection with the acquisition of shares
 in ~~XXXXXXXXXX~~ JODSAL LIMITED (REGISTERED NUMBER 4028125) (THE "TARGET")
 _____ the holding company of this company.]†

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

Travers Smith
10 Snow Hill
London
EC1A 2AL

For official Use
General Section

A30 *A1DMS10L* 344
COMPANIES HOUSE 16/08/2006

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: SEE ANNEXURE 2

The assistance is to be given to: (note 2) BROOMCO (3708) LIMITED (REGISTERED NUMBER 5360893) (THE "BORROWER") OF BERKLEY HOUSE, FALCON CLOSE, QUEDGELEY, GLOUCESTERSHIRE GL2 4LY

The assistance will take the form of:

SEE ANNEXURE 3

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

† delete as appropriate

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

SEE ANNEXURE 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £ SEE ANNEXURE 5

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

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ANNEXURE 1

Samuel Kennedy of Beaulieu House, Roman Road, Dorking, Surrey, RH4 3ET; and

Robert Keith Finlay Thomson of Hill Copse, 92 Tebworth Road, Wingfield, LU7 9QH.

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ANNEXURE 2

5,665,806 A ordinary shares of £0.01 each in the capital of the Target.

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

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ANNEXURE 3

Terms defined in Annexure 4 to this statutory declaration shall have the same meaning in this Annexure 3.

Pursuant to the terms of the Unit Charge, the obligations and liabilities secured thereunder were, until such time as the Charging Company has confirmed to the Security Trustee and the Security Trustee has accepted (acting reasonably) that, by virtue of compliance with the provisions of section 155 to 158 of the Act, the secured obligations extend to all obligations and liabilities owed under the Guarantee, be restricted to such obligations and liabilities under the Guarantee as extend to obligations and liabilities directly incurred in relation to the Increase facilities, as defined in and made available pursuant to the Amendment Agreement.

The assistance will take the form of the definition of "Secured Obligations" contained in the Unit Charge being extended such that the Unit Charge operates to secure the Full Secured Obligations, such extension being effected upon confirmation by the Charging Company to the Security Trustee, and the acceptance by the Security Trustee that, the Charging Company has complied with the provisions of sections 155 to 158 inclusive of the Act.

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ANNEXURE 4

Part A

Terms defined in Part B of this Annexure 4 shall have the same meaning in Part A of this Annexure 4.

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

Pursuant to the terms of the Unit Charge:

- (i) as a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Security Trustee shall have a first priority security interest in the Collateral pursuant to the Law, the Charging Company:
 - (a) assigned, transferred and otherwise made over to the Security Trustee or its nominee title to the Collateral; and
 - (b) agreed that, to the extent that the Charging Company shall not have assigned, transferred or otherwise made over to the Security Trustee or its nominee or perfected in favour of the Security Trustee or its nominee, title to any Securities, the Security Trustee or its nominee shall have possession of the certificates of title thereto;
- (ii) the Charging Company agreed that the security interests created therein and described at paragraph (i) above may exist concurrently;
- (iii) without affecting, and in addition to, the grant of security interest and other rights under the Unit Charge, the Charging Company agreed that the Security Trustee shall, for so long as any amount remains outstanding under or in respect of the Secured Obligations, have a lien over the Securities;
- (iv) the Charging Company agreed that it shall from time to time upon the written request of the Security Trustee promptly do all such things and execute and deliver all such instruments and documents (including, without limitation, any replacement or supplemental security) as the Security Trustee may consider necessary or desirable for creating or maintaining the security contemplated by the Unit Charge, giving full effect to the Unit Charge, or for securing or protecting the rights of the Security Trustee under the Unit Charge; and
- (v) the Charging Company granted various indemnities in favour of the Security Trustee and/or its nominees in relation to the Unit Charge.

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ANNEXURE 4

Part B

The following words shall have the following meanings in this statutory declaration:

"**Act**" means the Companies Act 1985 in England and Wales;

"**Amendment Agreement**" means the amendment letter dated 12 June 2006 and made between the Borrower and the Security Trustee;

"**Borrower**" means Broomco (3708) Limited, a company incorporated under the laws of England and Wales with registered number 5360893 and having its registered office at Berkeley House, Falcon Close, Quedgeley, Gloucester GL2 4LY;

"**Collateral**" means the Securities and the Related Rights;

"**Full Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent, joint or several or as principal, surety or in any other capacity) of the Charging Company to the Security Trustee pursuant to the Guarantee;

"**Guarantee**" means the corporate guarantee dated 19 March 2005 and made between, *inter alios*, the Borrower, the Charging Company and the Security Trustee;

"**Intra-group Loan Agreement**" means the upstream intra-group loan agreement dated 19 March 2005 and made between (1) the Borrower and (2) the companies listed in schedule 1 thereto (including the Charging Company) as lenders;

"**Law**" means the Security Interests (Jersey) Law 1983;

"**Related Rights**" means all rights of the Charging Company derived from or connected to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise);

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent, joint or several or as principal, surety or in any other capacity) of the Charging Company to the Security Trustee pursuant to the Guarantee provided that nothing in the Unit Charge shall operate to secure any obligations or liabilities of any person where the granting of such security would breach the provisions of section 151 of the Act and for the avoidance of doubt, the Secured Obligations shall, until such time as the Charging Company has confirmed to the Security Trustee and the Security Trustee has accepted (acting reasonably) that by virtue of compliance with the provisions of sections 155 to 158 inclusive of the Act the Secured Obligations extend to all obligations and liabilities owed under the Guarantee be restricted to such obligations and liabilities under the Guarantee as extend to obligations and liabilities directly incurred in relation to the Increase facilities, as defined in and made available pursuant to the Amendment Agreement;

"**Securities**" means:

- (a) the 3,464,365 fully paid Units in The Washington Hotels (No. 15) Unit Trust; and

(b) the 3,488,831 fully paid Units in The Washington Hotels (No. 19) Unit Trust,

or any additional or replacement units in the Unit Trusts registered in the name of the Charging Company from time to time;

"Security Trustee" means The Governor and Company of the Bank of Scotland and include its successors and assigns;

"Trustees" means Walbrook Trustees (Jersey) Limited and Walbrook Properties Limited each of Lord Countache House, 66-68 Esplanade, St Helier, Jersey JE4 5PS;

"Trust Instruments" means the instruments of trust executed by the Trustees on 2 March 2006 constituting the Unit Trusts;

"Unit Charge" means the security interest agreement dated 20 June 2006 and made between Mill House Inns (Trading) Limited and the Security Trustee;

"Units" means units of the Unit Trusts issued in accordance with the terms of the Trust Instruments; and

"Unit Trusts" means Washington Hotels (No. 15) Unit Trust and Washington Hotels (No. 19) Unit Trust as constituted in accordance with the Trust Instruments.

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ANNEXURE 5

Up to £200,000,000, being the maximum facility limit under the Intra-group Loan Agreement.

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ANNEXURE 6

The assistance is to be given on any date within eight weeks of this statutory declaration.



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Private & confidential

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

Our ref prl/sjw/411

Contact Stephen Wardell
01908 844910

3 August 2006

Dear Sirs

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

We have examined the attached statutory declaration of the directors of the Company dated 3 August 2006 in connection with the proposal that Mill House Inns (Trading) Limited should give financial assistance for the purpose of the reduction or discharge of a liability incurred in connection with the purchase of the entire issued share capital of the Company's holding company, Jodsal Limited.

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Act. 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 the 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 the 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 of the Company in their declaration as to any of the matters mentioned in Section 156(2) of the Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP

KPMG LLP
Registered Auditor