

**Declaration in relation to
assistance for the acquisition
of shares.**

Please do not
write in
this margin

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

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4290030

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

Name of company

* JARVIS HOTELS GATWICK NOMINEE 1 LIMITED (to be renamed MAGNUM GATWICK
NOMINEE 1 LIMITED)

* Insert full name
of company

~~† We†~~

Bernard O'Kelly

† Insert name(s) and
address(es) of all
the directors

11 Westminster Terrace

Douglas

Isle of Man

Noel O'Connor

19 St Ninians Road

Douglas

Isle of Man

§ 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~~ §

†

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:

1 ordinary share of £1.00

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

Gouldens

10 Old Bailey

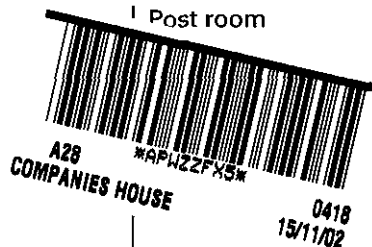
London EC4M 7NG

DX 67 London/Chancery

Ref: JDM

For official use
General Section

Post room



The assistance is to be given to: (note 2)

The borrowers listed in Schedule 1 of the Facility Agreement (the "Borrowers") and as more specifically detailed in Schedule 2 to the exhibit hereto

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

The assistance will take the form of:

The execution by the Company of its obligations under the following documents and the execution of each of these documents (as the same may be amended, varied, supplemented or substituted from time to time):

(i) a deed of accession (the "**Accession Deed**") by which the Company will become a party to the facility agreement (the "**Facility Agreement**") dated 11 October 2002 between the Borrowers as borrowers, Anglo Irish Bank Corporation Plc as arranger (the "**Arranger**"), Anglo Irish Bank Corporation Plc as original lender (the "**Original Lender**"), Anglo Irish Bank Corporation Plc as hedge counterparty (the "**Hedge Counterparty**") and Anglo Irish Bank Corporation Plc as agent (the "**Agent**"). Pursuant to the Facility Agreement the Lender is making available a term loan facility of an amount up to £130,000,000 to the Borrower for the purpose, inter alia, of financing the Property Acquisition Consideration (as defined in the exhibit hereto). By acceding to the terms of the Facility Agreement the Company will assume various obligations and liabilities in accordance with the terms of the Facility Agreement.

(ii) a composite debenture (the "**Composite Debenture**") to be entered into by, amongst others, the Company in favour of the Agent as agent of the Finance Parties (as defined in the attached continuation sheet).

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

Callbury Gatwick Limited (a company registered in the Isle of Man under number 106571C)

*Delete as
appropriate

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

Please see the attached exhibit.

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 £ Nil

The date on which the assistance is to be given is within eight 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

1/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) 1/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 1/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 1/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 *2nd Floor, St George's Court, Upper Church Street, Douglas, Isle of Man IM1 1EE*

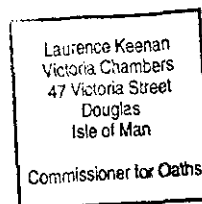
Declarants to sign below

on Day Month Year
07 11 2002

before me

Laurence Keenan

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 is:-

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

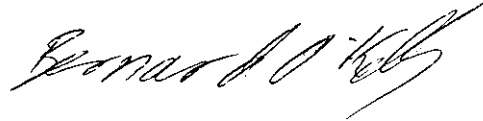
or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

**Declaration in relation to assistance for the acquisition
of shares pursuant to Section 155(6)(a) of Companies Act 1985**

This is the Exhibit referred to in the statutory declaration of Bernard O'Kelly and Noel O'Connor declared on 7 November 2002.

Before me,



Solicitor/Commissioner for Oaths

Laurence Keenan
Victoria Chambers
47 Victoria Street
Douglas
Iste of Man
Commissioner for Oaths

**Exhibit to Form 155(6)(a) for Jarvis Hotels Gatwick Nominee 1 Limited (to be renamed
Magnum Gatwick Nominee 1 Limited)**

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

1. By executing the Accession Deed, the Company will become an Obligor pursuant to the terms of the Facility Agreement and will provide various undertakings, representations and warranties to the Finance Parties. Under the Accession Deed, the Company accedes to the Facility Agreement as a Nominee and each Finance Party may take enforcement action in respect of any obligations (express or implied) (the "Obligations") under the Security constituted under the Security Documents against the Charged Property of the Company but only to the extent of:
 - 1.1 the Company's interests in the Charged Property and each Finance Party may, subject to a limitation on personal liability of the Company to the Charged Property of the Company, have such recourse as is necessary to give effect to their full recourse against the Charged Property; and
 - 1.2 the sums recovered from the enforcement of such Security.
2. Under the Composite Debenture, the Obligors (as more specifically detailed in Schedule 3 hereto), including the Company, grants a charge over all of its assets in favour of the Agent to secure its obligations under the Facility Agreement. The Company, to the extent of its interest (whether joint or several, legal or beneficial) as a continuing security for the payment of all Secured Liabilities charges in favour of the Agent:
 - 2.1 (to the extent its interest is a legal interest) by way of first legal mortgage and (to the extent its interest is a beneficial interest) by way of first mortgage:
 - (A) the property described in Schedule 1 hereto (Real Property); and
 - (B) all other estates or interest in any freehold or leasehold property now belonging to it whether or not the title is registered at HM Land Registry;
 - 2.2 by way of first fixed charge:
 - (A) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold and leasehold property belonging to it from time to time;
 - (B) all buildings and fixtures (including trade and tenant's fixtures belonging to it) now and in the future on any Real Property and all plant and machinery now and in the future annexed to any Real Property;
 - (C) all other interests now and in the future belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter upon or use land;
 - (D) the benefit of all other agreements relating to land to which it is or may become a party or otherwise entitled;
 - (E) all its right to and interest in any proceeds of sale of the whole or any part of the Charged Property (including, without limitation, any compensation received by it as a

result of any notice or order referred to in Clause 5.8(d) (Notices) of the Composite Debenture which may at any time be held or received by it or anybody else on its behalf);

- (F) the Deposit;
- (G) (to the extent that they are not the subject of a charge under paragraph (F) above) all claims it may have in relation to moneys (and interest) from time to time standing to the credit of any of its present and future accounts with any bank, financial institution or other person and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (H) all its book debts and other debts and prepayments existing now or in the future and whether payable now or in the future and all its rights and claims against third parties existing now or in the future and capable of being satisfied by the payment of money;
- (I) its interests in the Scheduled Securities;
- (J) all its goodwill and uncalled capital from time to time;
- (K) rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so received;

2.3 by way of assignment:

- (A) its interests in the Rental Income;
- (B) all its right, title and interest in and to all payments made under all present and future insurance policies in respect of the Charged Property;
- (C) all rights and claims to which it is now or may in the future become entitled in relation to the Real Property including, without limitation, all rights and claims it may have from time to time against persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons;
- (D) all rights under any agreement or arrangement (including any Hedging Arrangement) it may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement;
- (E) all its Intellectual Property;
- (F) all of its present and future rights, title and interest in and to any Property Acquisition Agreement, any Property Acquisition Agreement Assignment, any Share Acquisition Agreement, any Existing Declaration of Trust and any Property Co-ordination Agreement and all sums which shall from time to time become payable to it by any party under such documents or any provisions thereof and all its rights arising out of or in connection with any breach or default by any party such documents of or under any of the terms, obligations, covenants, undertakings or condition of those documents;

- (G) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons;
 - (H) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by it in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons; and
- 2.4 by way of floating charge, its undertaking and all its other property, assets and rights not effectively charged by this clause both present and future (including but not limited to its stock in trade and its heritable and other property, assets and rights in Scotland).
3. In addition to the definitions set out in the Form 155(6)(a), for the purposes of this Exhibit, the following definitions apply:

"Account" means each of the Current Account, the Rent Account and the Security Account;

"Agreed Form" means in relation to any document, the form of that document agreed by the Agent and the Borrowers and initialled for the purposes of identification on behalf of the Agent and the Borrowers;

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of any of the Properties;

"Assignor" means Giveusabreak Limited (registered in England under number 4091810)

"Charged Property" means the undertaking, property, rights and assets of each Obligor charged and/or assigned by the Composite Debenture and includes any part thereof and any interest therein;

"Current Account" means an account with the Agent designated as the Current Account and any successor account permitted in accordance with the provisions of the Facility Agreement;

"Deposit" means any and all sums for the time being standing to the credit of, and the debt represented by, each of the Accounts, together with all interest accruing thereon;

"Facility" means the term loan facility made available under the Facility Agreement as described in Clause 2 (The Facility) of the Facility Agreement;

"First Utilisation Date" means the date of drawdown of the first loan pursuant to the Facility Agreement;

"Finance Party" means the Agent, Anglo Irish Bank Corporation Plc as arranger or a Lender;

"Hedging Arrangement" means an interest rate swap, or other agreement or arrangement entered into by the Borrowers on the date of the Facility Agreement with the Hedge Counterparty, whereby the Borrowers have hedged the rate of interest payable by the Borrowers under the Facility Agreement at a fixed rate in respect of :

- (a) £110,000,000 of the Loan from the First Utilisation Date to the seventh anniversary of the First Utilisation Date; and
- (b) £10,000,000 of the Loan, from the First Utilisation Date to the fifth anniversary of the First Utilisation Date;

together with any other interest rate swap, swaption, cap or other agreement or arrangement entered into by the Borrowers and the Hedge Counterparty or otherwise for the hedging of interest (or any part of it) payable by the Borrowers under the Facility Agreement;

"Intellectual Property" means (to the extent of the Company's interest in them) the copyright in all drawings, designs, specifications, plans and other written materials relating to any products from time to time used by it and all other intellectual property rights including without limitation, all patents, trade marks, service marks, trade and business names, know-how, computer software, programs and systems, designations on or patterns of the labels and packages of any products from time to time used by it and all manufacturing and sales rights in relation to any products from time to time used by it (including the benefit of any licences or consents relating to the above);

"Lender" means

- (a) the Original Lender; and
- (b) any person which has become a Party in accordance with Clause 31 (Changes to the Lenders) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan;

"Nominees" means each of the companies listed in Schedule 2 (the Nominees) of the Facility Agreement each of which is a company incorporated in England;

"Obligors" means the Borrowers and, with effect from the delivery of the Accession Deed, the Nominees;

"Occupational Lease" means any Unconditional Agreement for Lease, occupational lease or licence to which the Properties may be subject from time to time including without limitation each of the Underleases;

"Original Seller" means each of the companies listed in column 6 of Schedule 5 of the Facility Agreement;

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees;

"Properties" means the leasehold properties brief details of which are set out in columns 2 and 3 of Schedule 5 (The Properties) of the Facility Agreement;

"Property Acquisition Agreements" means each of the agreements dated 12 July 2002 in respect of each of the Properties between the Original Seller set opposite such Property in column 6 of Schedule 5 of the Facility Agreement and the Assignor pursuant to which the Original Seller and the Assignor agree to the sale and purchase of each of the Properties;

"Property Acquisition Agreement Assignments" means each of the assignments to be entered into on or about the date of this Agreement in respect of each of the Properties between the Assignor and each of the Borrowers set opposite such Property in column 4 of Schedule 5 (The Properties) pursuant to which the Property Acquisition Agreement relating to such Property is assigned to such Borrower;

"Property Acquisition Consideration" means the consideration of £150,000,000 payable by the Borrowers to the Original Sellers for the Properties in settlement of the purchase price payable to the Original Sellers pursuant to and in accordance with the Property Acquisition Agreements as assigned to the Borrowers pursuant to the Property Acquisition Agreement Assignments";

"Property Coordinator" means Lioncourt Capital Limited (registered in the Republic of Ireland) whose registered office is at Carraig Court George's Avenue Blackrock Co. Dublin Republic of Ireland;

"Property Coordinator's Undertaking" means the undertaking entered or to be entered into by Lioncourt Capital Limited and the Agent in the Agreed Form relating to the management of the Properties;

"Real Property" shall mean the Charged Property from time to time charged by the Company pursuant to clauses 3.1(a) and 3.1(b)(i) (Fixed & Floating Charges) of the Composite Debenture;

"Rent Account" means an account with the Agent designated as the Rent Account into which all Rental Income will be paid and any successor account established in accordance with the Facility Agreement;

"Rental Income" means all sums paid or payable to or for the benefit of the Obligors arising from the letting, use or occupation of any of the Properties (including without limitation those arising pursuant to the Underleases), including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as Security for performance of any tenant's obligations (to the extent not held on trust for that tenant);
- (c) any other monies payable in respect of use and/or occupation;
- (d) proceeds of insurance in respect of loss of rent;
- (e) receipts from or the value of consideration given for the surrender or variation of any letting;
- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Properties;
- (g) proceeds paid for a breach of covenant under any Occupational Lease in respect of the Properties and for expenses incurred in relation to any such breach;

- (h) any contribution to a sinking fund paid by an occupational tenant;
- (i) any contribution by an occupational tenant of the Properties to ground rent due under any Occupational Lease out of which the Obligors derive their interest in the Properties;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in the definition; and
- (l) any VAT on any sum mentioned in this definition;

"Scheduled Securities" means the rights, title and interest present and future of the Borrowers in and to:

- (a) the shares stocks and securities listed in Schedule 12 of the Composite Debenture;
- (b) any other shares, stocks and securities issued to a Borrower to be substituted from time to time for those shares, stocks and securities listed in Schedule 12 of the Composite Debenture; and
- (c) all interest, dividends (cash or otherwise), bonus issues, distributions allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) and (b) above;

"Secured Liabilities" means all and any moneys, obligations and liabilities now or in the future due, owing or incurred by each Obligor to the Finance Parties in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which any Finance Party may charge any Obligor or incur under any Finance Document;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having a similar effect;

"Security Account" means an interest bearing account with the Agent designated as the Security Account into which the deposits pursuant to clause 18 (Financial Covenants) and clause 19.4 (Disposals) of the Facility Agreement will be paid and any successor account established in accordance with the provisions of clause 12.8 (Change of Bank Accounts) of the Facility Agreement;

"Security Documents" means:

- (a) the Composite Debenture executed by each Obligor; and
- (b) the Property Co-ordinator's Undertaking;

and any other document designated as such by both the Agent and the Borrowers;

"Unconditional Agreement for Lease" means an Agreement for Lease which is not subject to any unfulfilled or undischarged condition which cannot be fulfilled solely by action to be taken (or not taken) on the part of an Obligor where such condition has to be fulfilled before the prospective tenant is obliged to enter into the relevant occupational lease;

"Underleases" means each of the underleases in the Agreed Form to be entered into on the First Utilisation Date pursuant to each of the Property Acquisition Agreements in respect of each of the Properties and between the Nominees and the Underlease Tenant (set opposite the relevant Property in respectively columns 5 and 7 of Schedule 5 (The Properties)) of the Facility Agreement and one of the Underlease Sureties; and

"Underlease Sureties" means each of Jarvis Hotels plc (registered in England under number 2486634) and/or Jarvis Hotels - First Time Every Time Limited (registered in England under number 2916247).

SCHEDULE 1
Real Property

No:	Description	Beneficial Owner	Legal Owner(s)
1	All that leasehold land being 2-8 Hanger Land in the London Borough of Ealing as the same is registered at H M Land Registry with title absolute under title number AGL96922 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hotels plc (1) Jarvis Hotels Ealing Nominee 1 Limited and Jarvis Hotels Ealing Nominee 2 Limited (2).	Ealing Borrower	Ealing Nominee 1 Ealing Nominee 2
2	All that leasehold land comprised in a lease dated 2002 between Jarvis Hotels Plc (1) and Dorset London West Limited (2) and relating to 2 and 4 Creffield Road and part of 1 Fielding Terrace, Ealing.	Ealing Borrower	Ealing Borrower
3	All that leasehold land being 150 to 152 Bayswater Road and 1 to 7 St Petersburg Place in the City of Westminster as the same is registered at H M Land Registry with title absolute under title number NGL804549 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hotels (Trustee) Limited (1) Jarvis Hotels Hyde Park Nominee 1 Limited and Jarvis Hotels Hyde Park Nominee 2 Limited (2).	Hyde Park Borrower	Hyde Park Nominee 1 Hyde Park Nominee 2
4	All that leasehold land being Ramada-Jarvis Hatfield, St Albans Road West, Hatfield in the County of Hertfordshire as the same is registered at H M Land Registry with title absolute under title number HD403003 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hospitality Services Limited (1) Jarvis Hotels Hatfield Nominee 1 Limited and Jarvis Hotels Hatfield Nominee 2 Limited (2).	Hatfield Borrower	Hatfield Nominee 1 Hatfield Nominee 2
5	All that leasehold land being Jarvis International Hotel, Penns Lane, Sutton Coldfield, Birmingham, West Midlands as the same is registered at H M Land Registry with title absolute under title number WM757415 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hospitality Services Limited (1) Jarvis Hotels Penns Hall Nominee 1 Limited and Jarvis Hotels Penns Hall Nominee 2 Limited (2).	Sutton Coldfield Borrower	Sutton Coldfield Nominee 1 Sutton Coldfield Nominee 2

6	All that leasehold land comprised in a lease dated 2002 between Jarvis Hospitality Services Limited (1) and Bretford Birmingham Limited (2) and relating to the roadway land at the Ramada Jarvis Hotel & Resort, Sutton Coldfield.	Sutton Coldfield Borrower	Sutton Coldfield Borrower
7	All that leasehold land being Ramada-Jarvis Hemel Hempstead, Hemel Hempstead Road, Redbourn, St Albans in the County of Hertfordshire as the same is registered at H M Land Registry with title absolute under title number HD403111 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hotels plc (1) Jarvis Hotels Hemel Nominee 1 Limited and Jarvis Hotels Hemel Nominee 2 Limited (2).	Hemel Hempstead Borrower	Hemel Hempstead Nominee 1 Hemel Hempstead Nominee 2
8	All that leasehold land being Jarvis International, Solihull, West Midlands as the same is registered at H M Land Registry with title absolute under title number WM757405 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hospitality Services Limited (1) Jarvis Hotels Solihull Nominee 1 Limited and Jarvis Hotels Solihull Nominee 2 Limited (2).	Solihull Borrower	Solihull Nominee 1 Solihull Nominee 2
9	All that leasehold land being Jarvis International Hotel, Hogs Back, Seale, Guildford in the County of Surrey as the same is registered at H M Land Registry with title absolute under title number SY707637 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hospitality Services Limited (1) Jarvis Hotels Nominee 1 Limited and Jarvis Hotels Farnham Nominee 2 Limited (2).	Farnham Borrower	Farnham Nominee 1 Farnham Nominee 2
10	All that leasehold land being Ramada Plaza Gatwick, 18-34 Tinsley Lane South, Crawley, West Sussex as the same is registered at H M Land Registry with title absolute under title number WSX259762 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hotels plc (1) Jarvis Hotels Gatwick Nominee 1 Limited and Jarvis Hotels Gatwick Nominee 2 Limited (2).	Gatwick Borrower	Gatwick Nominee 1 Gatwick Nominee 2
11	All that leasehold land being Jarvis Thatcher's Hotel, Guildford Road, East Horsley, Guildford in the County of Surrey as the same is registered at H M Land Registry with title absolute under title number SY707636 and is more particularly described in a lease dated 15 October 2001 made between Jarvis Hotels-First Every Time Limited (1) Jarvis Hotels Leatherhead Nominee 1 Limited and Jarvis Hotels Leatherhead Nominee 2 Limited (2).	Leatherhead Borrower	Leatherhead Nominee 1 Leatherhead Nominee 2

SCHEDULE 2

The Borrowers

Name of Borrower	Registered Number	Definition of Borrower used in this exhibit
Ailsa Solihull Limited	106566C	Solihull Borrower
Bretford Birmingham Limited	106567C	Sutton Coldfield Borrower
Callbury Gatwick Limited	106571C	Gatwick Borrower
Dorset London West Limited	105152C	Ealing Borrower
Rise Hatfield Limited	105151C	Hatfield Borrower
Gannon Farnham Guildford Limited	106564C	Farnham Borrower
Maya Hyde Park Limited	106570C	Hyde Park Borrower
Quill Hemel Hempstead Limited	106586C	Hemel Hempstead Borrower
Tenza Guildford Leatherhead Limited	106568C	Leatherhead Borrower

SCHEDULE 3**The Obligors**

Name of Obligor	Registered Number	Definition of Obligor used in this exhibit
Ailsa Solihull Limited	106566C	Solihull Borrower
Bretford Birmingham Limited	106567C	Sutton Coldfield Borrower
Callbury Gatwick Limited	106571C	Gatwick Borrower
Dorset London West Limited	105152C	Ealing Borrower
Rise Hatfield Limited	105151C	Hatfield Borrower
Gannon Farnham Guildford Limited	106564C	Farnham Borrower
Maya Hyde Park Limited	106570C	Hyde Park Borrower
Quill Hemel Hempstead Limited	106586C	Hemel Hempstead Borrower
Tenza Guildford Leatherhead Limited	106568C	Leatherhead Borrower
Jarvis Hotels Ealing Nominee 1 Limited (to be renamed Magnum Ealing Nominee 1 Limited)	4251399	Ealing Nominee 1
Jarvis Hotels Ealing Nominee 2 Limited (to be renamed Magnum Ealing Nominee 2 Limited)	4277337	Ealing Nominee 2
Jarvis Hotels Hyde Park Nominee 1 Limited (to be renamed Magnum Hyde Park Nominee 1 Limited)	4290014	Hyde Park Nominee 1
Jarvis Hotels Hyde Park Nominee 2 Limited (to be renamed Magnum Hyde Park Nominee 2 Limited)	4290057	Hyde Park Nominee 2
Jarvis Hotels Hatfield Nominee 1 Limited (to be renamed Magnum Hatfield Nominee 1 Limited)	4290050	Hatfield Nominee 1
Jarvis Hotels Hatfield Nominee 2 Limited (to be renamed Magnum Hatfield Nominee 2 Limited)	4290045	Hatfield Nominee 2
Jarvis Hotels Penns Hall Nominee 1 Limited (to be renamed Magnum Penns Hall Nominee 1 Limited)	4250981	Sutton Coldfield Nominee 1

Jarvis Hotels Penns Hall Nominee 2 Limited (to be renamed Magnum Penns Hall Nominee 2 Limited)	4251154	Sutton Coldfield Nominee 2
Jarvis Hotels Hemel Nominee 1 Limited (to be renamed Magnum Hemel Nominee 1 Limited)	4290036	Hemel Hempstead Nominee 1
Jarvis Hotels Hemel Nominee 2 Limited (to be renamed Magnum Hemel Nominee 2 Limited)	4290034	Hemel Hempstead Nominee 2
Jarvis Hotels Solihull Nominee 1 Limited (to be renamed Magnum Solihull Nominee 1 Limited)	4251160	Solihull Nominee 1
Jarvis Hotels Solihull Nominee 2 Limited (to be renamed Magnum Solihull Nominee 2 Limited)	4250993	Solihull Nominee 2
Jarvis Hotels Farnham Nominee 1 Limited (to be renamed Magnum Farnham Nominee 1 Limited)	4251161	Farnham Nominee 1
Jarvis Hotels Farnham Nominee 2 Limited (to be renamed Magnum Farnham Nominee 2 Limited)	4277675	Farnham Nominee 2
Jarvis Hotels Gatwick Nominee 1 Limited (to be renamed Magnum Gatwick Nominee 1 Limited)	4290030	Gatwick Nominee 1
Jarvis Hotels Gatwick Nominee 2 Limited (to be renamed Magnum Gatwick Nominee 2 Limited)	4290060	Gatwick Nominee 2
Jarvis Hotels Leatherhead Nominee 1 Limited (to be renamed Magnum Leatherhead Nominee 1 Limited)	4290037	Leatherhead Nominee 1
Jarvis Hotels Leatherhead Nominee 2 Limited (to be renamed Magnum Leatherhead Nominee 2 Limited)	4290032	Leatherhead Nominee 2

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF
JARVIS HOTELS GATWICK NOMINEE 1 LIMITED
(TO BE RENAMED MAGNUM GATWICK NOMINEE 1 LIMITED)
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

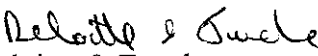
We have examined the attached statutory declaration of the directors dated 7 November 2002 in connection with the proposal that the company should give financial assistance for the purchase of 1 of the company's ordinary shares.

Basis of opinion

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

Opinion

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 s156(2) Companies Act 1985 is unreasonable in all the circumstances.


Deloitte & Touche
Chartered Accountants and Registered Auditors
Deloitte & Touche House
Earlsfort Terrace
Dublin 2

7 November 2002