

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

**155(6)b**

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L	-	T	-	T	-	-

\* Macdonald Hotels Limited

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

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

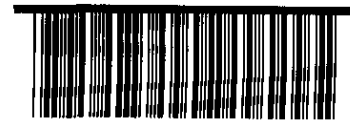
The business of this company is:

(a) ~~that is a person licensed under the Insurance Act 1982 with the meaning of the Banking Act 1987~~  
~~that is 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

This company is [the] ~~(X)~~ holding company of\* Macdonald Hotels (Management) Limited  
(Registered Number SC141208) \_\_\_\_\_ which is  
proposing to give financial assistance in connection with the acquisition of shares  
in [this company] [ \_\_\_\_\_ ]

[illegible]

Post room



**SCT      SQC**  
**COMPANIES HOUSE**

0126  
08/01/04

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) Skye Leisure Ventures Plc (registered number SC247423) of Whiteside House, Whiteside Industrial Estate, Bathgate, West Lothian EH48 2RX (the "Purchaser")

See attached Rider B

† delete as appropriate

See attached Rider C

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 8 weeks of the date hereof

**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)

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

(a) ~~X~~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)

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

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

Cardiogram

**Declarants to sign below**

on 

Day	Month	Year
05	12	2003

before me WILLIAM JAMES M'HALE

~~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

**MACDONALD HOTELS LIMITED****(Registered Number SC125204)****FORM 155(6)b - RIDER A**

<b>Directors</b>	<b>Address</b>
James George William Busby	4 Murchison Road, Houston, Bridge of Weir, Renfrewshire, PA6 7JU
Scott Sommerville Christie	11 Brae Park, Edinburgh, EH4 6DJ
Patrick Joseph Anthony Dempsey	4 Little Shardeloes, High Street, Old Amersham, Buckinghamshire, HP7 0EF
James Andrew Lerche	Upper Westown Farmhouse, Barras, Stonehaven, Aberdeenshire, AB39 2XU
Angus Donald Mackintosh MacDonald	18 Hermitage Drive, Edinburgh, EH10 6BZ
Donald John Macdonald	Cardrona, Glen Road, Dunblane, Stirlingshire, FK15 0DT
James Alexander MacConnell Orr	10 Learmonth Avenue, Edinburgh, EH4 1BP
Ramon Pajares	38 Pont Street Mews, London, SW1X 0AF

# **MACDONALD HOTELS LIMITED**

**(Registered Number SC125204)**

## **FORM 155(6)b - RIDER B**

The assistance will take the form of:

1. the execution by the Subsidiary of an accession letter (the "Super Senior Accession Letter") in favour of the Super Senior Agent;
2. the execution by the Subsidiary of an accession letter (the "Senior Accession Letter") in favour of the Senior Agent;
3. the execution by the Subsidiary of an accession letter (the "Subordinated Accession Letter") in favour of the Subordinated Agent;
4. the execution by the Subsidiary of an accession letter (the "Primary Loan Stock Accession Letter") to the Primary Loan Stock Instrument;
5. the execution by the Subsidiary of an accession letter (the "Loan Stock Accession Letter") to the Loan Stock Instrument;
6. the execution by the Subsidiary of an accession agreement (the "Accession Agreement") to the Intercreditor Agreement;
7. the execution by the Subsidiary of an inter Subsidiary funding agreement between the Purchaser and the Company (the "Funding Agreement").
8. the execution by the Subsidiary of a letter of support between the Company and the Purchaser (the "Support Agreement").

### **Definitions**

In this statutory declaration the following expressions have the following meanings:-

"Intercreditor Agreement"	means the intercreditor agreement dated 30 July 2003 between the Purchaser, The Governor and Company of the Bank of Scotland in various capacities and others;
"Loan Stock Instrument"	means the loan stock instrument executed by the Parent on 30 July 2003 constituting certain B loan stock 2010;
"Primary Loan Stock Instrument"	means the loan stock instrument executed by the Parent on 30 July 2003 constituting certain A loan stock 2010;
"Purchaser"	means Skye Leisure Ventures plc (registered number SC247423) of Whiteside House, Whiteside Industrial Estate, Bathgate, West

Lothian EH48 2RX;

"Senior Agent"	means The Governor and Company of the Bank of Scotland in its capacity as Agent (as defined in the Senior Facility Agreement");
"Senior Facility Agreement"	means the senior facility agreement dated 30 July 2003 between the Purchaser and The Governor and Company of the Bank of Scotland in various capacities in relation to certain senior facilities;
"Subordinated Agent"	means The Governor and Company and Subsidiary of the Bank of Scotland in its capacity as Agent (as defined in the Subordinated Facility Agreement);
"Subordinated Facility Agreement"	means the subordinated facility agreement dated 30 July 2003 between the Purchaser and The Governor and Company of the Bank of Scotland in various capacities in relation to certain subordinated facilities;
"Subsidiary"	means Macdonald Hotels (Management) Limited (registered number SC141208) of Whiteside House, Bathgate, West Lothian, EH48 2RX;
"Super Senior Agent"	means The Governor and Company of the Bank of Scotland in its capacity as Agent (as defined in the Super Senior Facility Agreement);
"Super Senior Facility Agreement"	means the super senior facility agreement dated 30 July 2003 between the Purchaser and The Governor and Company of the Bank of Scotland in relation to certain super senior facilities.

# MACDONALD HOTELS LIMITED

(Registered Number SC125204)

## FORM 155(6)b - RIDER C

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

- (i) under the Super Senior Accession Letter, the Subsidiary unconditionally guarantees the payment or discharge of the Guaranteed Liabilities (as defined in the Super Senior Facility Agreement) owing by the Subsidiary and each other member of the Group pursuant to the Finance Documents (as defined in the Super Senior Facility Agreement);
- (ii) under the Senior Accession Letter, the Subsidiary unconditionally guarantees the payment or discharge of the Guaranteed Liabilities (as defined in the Senior Facility Agreement) owing by the Subsidiary and each other member of the Group pursuant to the Finance Documents (as defined in the Senior Facility Agreement);
- (iii) under the Subordinated Accession Letter the Subsidiary unconditionally guarantees the payment or discharge of the Guaranteed Liabilities (as defined in the Subordinated Facility Agreement) owing by the Company and each other member of the Group pursuant to the Finance Documents (as defined in the Subordinated Facility Agreement);
- (iv) under the Primary Loan Stock Accession Letter, the Subsidiary unconditionally guarantees the payment or discharge of the Guaranteed Liabilities (as defined in the Primary Loan Stock Instrument) owing by the Subsidiary and each other member of the Group pursuant to the Primary Loan Stock Instrument;
- (v) under the Loan Stock Accession Letter, the Subsidiary unconditionally guarantees the payment or discharge of the Guaranteed Liabilities (as defined in the Loan Stock Instrument) owing by the Subsidiary and each other member of the Group pursuant to the Loan Stock Instrument;
- (vi) under the Accession Agreement, the Subsidiary accedes to the terms of the Intercreditor Agreement to regulate the interrelationship between the Guaranteed Liabilities referred to at paragraphs (i) to (v) above;
- (vii) the Subsidiary agrees in terms of the Funding Agreement, subject to the satisfaction of certain conditions, to lend funds to the Purchaser *inter alia* to discharge its obligations under the Finance Documents (as defined in each of the Super Senior Facility Agreement, the Senior Facility Agreement and the Subordinated Facility Agreement), the Primary Loan Stock Instrument and the Loan Stock Instrument and to make certain other payments; and
- (viii) the Purchaser agrees in terms of the Support Agreement, to lend funds to the Subsidiary on the terms set out therein in order to enable the Subsidiary *inter alia* to discharge its obligations to the Funding Parties (as defined therein).

## **INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF MACDONALD HOTELS LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Macdonald Hotels Limited dated 5 December 2003 in connection with the proposal that Macdonald Hotels (Management) Limited should give financial assistance for the purchase of the entire ordinary share capital of Macdonald Hotels Limited.

### **Basis of opinion**

We have enquired into the state of Macdonald Hotels Limited'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 section 156(2) of the Companies Act is unreasonable in all the circumstances.

*Deloitte & Touche UK*

Chartered Accountants and Registered Auditors  
5 December 2003

Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2DB