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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

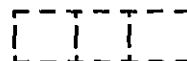
Pursuant to section 155(6) of the Companies Act 1985

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



03054972

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

Name of company

* Home House Limited (the "Company")

* insert full name
of company

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

~~We~~ Omar Marwan Fadli of Flat 1, 8 Eardley Crescent, London SW5 9JZ,
Laith Waines of 59 Bassett Road, Flat 5, London SW10 5JR and Haydn
Herbert James Fentum of The Priory, Church Street, Offenham, Evesham,
Worcestershire WR11 8RW

† delete as
appropriate

~~We~~ [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 it is a recognised bank (within the meaning of the Banking Act 1979)~~
~~(b) that it is a person authorised under section 22 of the Financial Services Act 1986 to carry on~~
~~in the United Kingdom the business of~~

(c) something other than the above§

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

~~XXXXXX~~ [company's holding company] Berkeley Adam Limited (Company Number 03054967) (the
"Target") ~~XXXXXX~~

The assistance is for the purpose of [that acquisition] ~~XXXXXX~~
~~XXXXXX~~

The number and class of the shares acquired or to be acquired is: 118,575 ordinary shares of 1p
each

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

Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

For official Use
General Section



The assistance is to be given to: (note 2) Quintillion UK Limited (Company Number 05260690)
whose registered office is at Cedar House, Hazell Drive, Newport NP10 8FY (the "**Purchaser**")

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

The assistance will take the form of:

SEE EXHIBIT 1

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

† delete as
appropriate

The Purchaser

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

SEE EXHIBIT 2

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 8 weeks of the date hereof

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

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

☒ 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) ☒ 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 the~~
~~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 ☒ 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 29 Martin Lane 110 Cannon Street Declarants to sign below
London ECH R OAR

on

Day	Month	Year
03	12	2004

before me Martin Gaston MARTIN GASTON

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

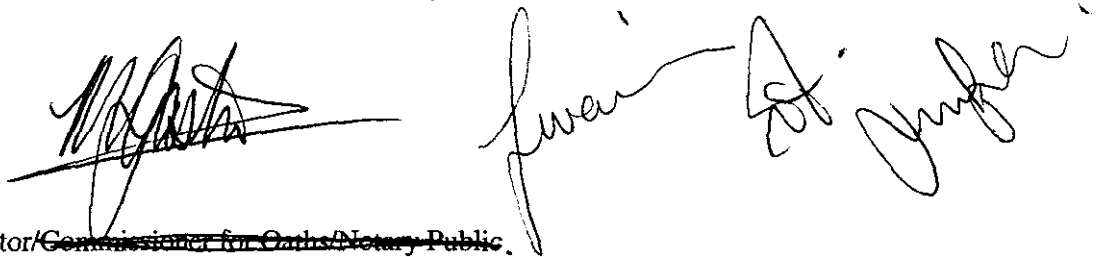
or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

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

This is Exhibit 1 referred to in the statutory declaration of Omar Marwan Fadli, Laith Waines
and Haydn Herbert James Fentum declared on 03/12 2004

Before me,

The block contains two handwritten signatures. The first signature, on the left, is a stylized, cursive signature that appears to be 'Omar Marwan Fadli'. The second signature, on the right, is a longer, more flowing cursive signature that appears to be 'Laith Waines'. Both signatures are written in dark ink.

Solicitor/~~Commissioner for Oaths/Notary Public.~~

**EXHIBIT 1 to the statutory declaration of the directors of
Home House Limited
pursuant to Section 155(6)(a) Companies Act 1985**

The form of the assistance is:

1. Working Capital Facility Letter

By way of the entering into by, inter alios, the Company of a working capital facility letter (the "**Working Capital Facility Letter**") pursuant to which BoS will agree to make available to the Purchaser, the Company and the Target a working capital facility of up to £750,000 (the "**Working Capital Facility**").

2. Debenture

By way of the execution by the Company of a debenture (the "**Debenture**") in favour of BoS pursuant to which the Company is to provide security to BoS by way of fixed and floating charges over all of its assets for the payment and discharge of the Secured Liabilities.

3. Corporate Guarantee

By way of the execution by, inter alios, the Company of a corporate guarantee (the "**Corporate Guarantee**") to be entered into by each of the Purchaser, the Company and the Target (as guarantors) in favour of BoS on account of each of the Purchaser, the Company and the Target (as principals).

4. Inter-Company Loan Agreement

By way of the execution by the Company of an inter-company loan agreement ("**Inter-Company Loan Agreement**") pursuant to which each of the Purchaser, the Company and the Target will agree to make available facilities of up to £18,000,000 to each other.

5. Management Intercreditor Deed

By way of the execution by the Company of an intercreditor deed (the "**Management Intercreditor Deed**") to be entered into by BoS, the Company, the Purchaser, the Target and the Bespoke Hotel Company Limited (Company Number: 04054434) (the "**Manager**") in respect of the fees due to the Manager under the Management Agreement.

Note:

Words and expressions in this Exhibit shall bear the meanings assigned to them in the Statutory Declaration of which this forms Exhibit 1 and additionally the following words and expressions have the following meanings:

"BoS" means the Governor and Company of the Bank of Scotland of 155 Bishopsgate, London EC2M 3YB;

"Management Agreement" means the management agreement of even date made between the Manager and the Company;

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to the *Debenture*;

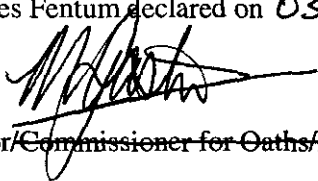
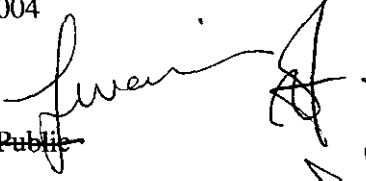

"SPA" means a share purchase agreement of even date between the Purchaser and the Vendors for the purchase by the Purchaser of the entire issued share capital of the Target;

"Vendors" means Willbro Nominees Limited and others as listed in the SPA.

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

This is Exhibit 2 referred to in the statutory declaration of Omar Marwan Fadli, Laith Waines
and Haydn Herbert James Fentum declared on 03/12/2004

Before me,




~~Solicitor/Commissioner for Oaths/Notary Public~~

**EXHIBIT 2 to the statutory declaration of the directors of
Home House Limited
pursuant to Section 155(6)(a) Companies Act 1985**

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

1. Working Capital Facility Letter

The Working Capital Facility Letter comprises working capital facilities from BoS to each of the Purchaser, the Company and the Target comprising an interest bearing overdraft facility (the "**Overdraft Facility**") repayable on demand of up to £750,000 and a BACS facility (the "**BACS Facility**") of up to £500,000. The amounts outstanding under the Overdraft Facility and the BACS Facility will be secured by the Security Documents.

2. Debenture

2.1 The Company with full title guarantee will charge to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-

- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- (b) by way of fixed charge:-
 - (i) all estates or interests in any freehold or leasehold property belonging to the Company on or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - (ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the 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;
 - (iii) all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);
 - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - (v) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the

Company is at the date of Debenture or may be entitled under any contract;

- (vi) 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 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 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;
- (vii) all the Company's goodwill and uncalled capital for the time being;
- (viii) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture);
- (ix) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- (c) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2.1.(b) above).

2.2 The Company with full title guarantee will assign in favour of BoS (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities):

- (a) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person; and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.

2.3 To the extent that any such right, title and interest as is referred to in Clause 2.2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the 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.

3. Corporate Guarantee

- 3.1 In consideration of BoS granting time, credit and banking facilities to any one or more of the Principals, each Guarantor will unconditionally and irrevocably guarantee the payment or discharge of the Secured Liabilities and shall on demand in writing pay or discharge them to BoS.
- 3.2 In consideration of BoS 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 Clause 3.1 above) will unconditionally and irrevocably agree to indemnify and keep indemnified BoS 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.

4. Inter-Company Loan Agreement

The Inter-Company Loan Agreement comprises facilities of up to £18,000,000 for *general commercial and working capital requirements (including the repayment or refinancing of indebtedness due to the third parties from time to time)* from the Lenders to the Borrowers on an interest bearing basis to be agreed between the relevant parties. Pursuant to the Inter-Company Loan Agreement, each Borrower shall repay all Advances made to it by a Lender on that Lender's demand, together with all interest accrued thereon.

5. Management Intercreditor Deed

The Management Intercreditor Deed subordinates the right of the Manager to payment by the Company of all sums owing to the Manager under the Management Agreement to the rights of BoS to payment of the Secured Liabilities.

Note:

Words and expressions used in this Exhibit 2 shall bear the meanings assigned to them in Exhibit 1 of the aforesaid statutory declaration and the following words and expressions have the following meanings:

"Acceding Company" means each company (other than the Purchaser) which executes and delivers an Accession Agreement to BoS;

"Additional Guarantor" means each Acceding Company which becomes an Additional Guarantor in terms of Clause 5 of the Corporate Guarantee;

"Additional Principal" means each Acceding Company which becomes an Additional Principal in terms of Clause 5 of the Corporate Guarantee;

"Advance" means, unless the context otherwise requires, any advance made or to be made under the Inter-Company Loan Agreement by a Lender;

"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 Company;

"Borrowers" means the Purchaser, the Company and the Target (and each a **"Borrower"**);

"Borrowings" means (without double counting):-

- (a) money borrowed or raised and includes capitalised interest;
- (b) any liability under any bond, note, debenture, loan stock, redeemable preference share capital or other instrument or security;
- (c) any liability for acceptance or documentary credits or discounted instruments;
- (d) any liability for the acquisition cost of assets or services payable on deferred payment terms where the period of deferment is more than 90 days;
- (e) any liability under debt purchase, factoring and similar agreements and capital amounts owing under finance leases, hire purchase or conditional sale agreements or arrangements;
- (f) the net liability under any derivative transaction protecting against or benefiting from fluctuations in any rate or price;
- (g) any other arrangements having the commercial effect of borrowing; and
- (h) any liability under any guarantee or indemnity in respect of any obligation falling within (a) to (g) (inclusive) above;

"Group" means the Purchaser, the Company and each of their subsidiaries which is not dormant and **"Group Company"** is construed accordingly;

"Guarantor" means each Original Guarantor and each Additional Guarantor;

"Lenders" means the Purchaser, the Company and the Target Subsidiary (and each a **"Lender"**);

"Original Guarantor" means the Purchaser, the Company and the Target;

"Original Principal" means the Purchaser, the Company and the Target;

"Principal" means each Original Principal and each Additional Principal;

"Security Documents" means any security documents (including any guarantees) granted to BoS by any Group Company or any other person in respect of the Borrowings of the Group from time to time;

The Directors
Home House Limited
20 Portman Square
LONDON
W1H 9HF

Our ref: SRT/29p

3 December 2004

Dear Sirs

**AUDITOR'S REPORT TO THE DIRECTORS OF HOME HOUSE LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Home House Limited (the "Company") dated 3 Dec²⁰⁰⁴ in connection with the proposal that the Company should give financial assistance for the purchase of shares in the Company's holding company Berkeley Adam Limited.

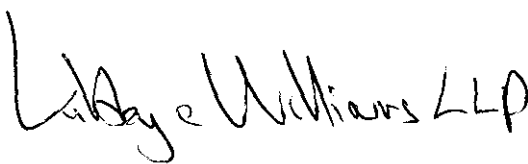
Basis of Opinion

We have enquired into the state of affairs of the Company in order to review the basis 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 1985 is unreasonable in all the circumstances.

Yours faithfully



KILSBY & WILLIAMS LLP



CHARTERED ACCOUNTANTS