

20 - 12 - 96

Company No.: 2400



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF
THRELFALLS (LIVERPOOL & BIRKENHEAD) LIMITED

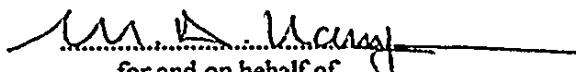
We, the undersigned, being all the members for the time being of the above-named Company entitled to receive notice of and to attend and vote at general meetings hereby pass the following resolution as a special resolution and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:-

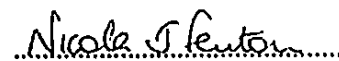
THAT, notwithstanding anything contained in the Memorandum and Articles of Association of the Company:-

- (A) the Directors shall have the power to cause the Company to guarantee, support or secure, whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any one or more or all of such methods or by any other method, the performance of any obligations or commitments, and the repayment or payment of the principal amount of, premium (if any), interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a holding company (as defined by Section 736 and Section 736A of the Companies Act 1985) of the Company, or another subsidiary (as so defined) of such a holding company or otherwise associated with the Company in business or through shareholdings, without any restriction or limitation and the Directors may appoint any person or persons as attorney or attorneys of the Company for the purpose of executing on its behalf any guarantee, charge or other deed or document (which may itself contain an appointment of attorneys) in connection therewith and any Director of the Company may vote and be counted in a quorum on any resolution regarding any such guarantee or charge or other deed or document or the appointment of any attorney notwithstanding that he is also a Director of the person, firm or company that is to be so guaranteed or supported or secured or otherwise concerned or interested in such matter and this Resolution shall operate by way of amendment to the Memorandum and Articles of Association for it to have effect; and
- (B) the Company, being a wholly-owned subsidiary of Whitbread PLC (the "Issuer"):-
- (i) do guarantee to The Law Debenture Trust Corporation p.l.c. (the "Trustee"), in its capacity as the Trustee for the holders of the existing £200,484,515 in principal amount of 115/8 per cent. Debenture Stock due 2011 of the Issuer (the "Original Stock") constituted and secured by the Trust Deed dated 11th

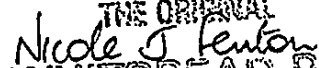
December, 1990 and the First, Second, Third and Fourth Supplemental Trust Deeds supplemental thereto dated 1st March, 1991, 6th May, 1992, 29th November, 1993 and 23rd May, 1996 respectively (together the "Subsisting Trust Deeds"), the payment of the principal of, premium (if any) and interest on £100,000,000 in aggregate principal amount of 8.125 per cent. Debenture Stock due 2021 of the Issuer (the "New Stock") and accordingly do acknowledge and confirm to the Trustee that the guarantee and the floating charge given and created by it in the Subsisting Trust Deeds extend to the New Stock and do otherwise covenant with the Trustee in the terms contained in the Fifth Supplemental Trust Deed (incorporating therein, with certain modifications, the terms contained in the Subsisting Trust Deeds), the Fifth Supplemental Trust Deed being in the form of the draft attached hereto and initialed by the signatories hereto with such (if any) amendments thereto as may be required by the Trustee and approved by the Issuer;

- (ii) do execute as a deed engrossments of the Fifth Supplemental Trust Deed in the form of the draft referred to in (i) above (with such amendments as aforesaid) in accordance with the Articles of Association of the Company and deliver at least one executed engrossment thereof as an original to the Trustee by way of exchange;
- (iii) do guarantee (the "Swap Guarantee") to Union Bank of Switzerland London Branch ("UBS") the obligations of the Issuer under a swap transaction (the "Swap") to be entered into between the Issuer and UBS pursuant to which the Issuer will make floating rate payments to UBS and UBS will make fixed rate payments to the Issuer; and
- (iv) do grant to UBS a floating charge over all its undertaking, property and assets, present and future, as security for the Swap Guarantee.


for and on behalf of
Whitbread PLC


for and on behalf of
Whitbread Nominees Limited

Dated: 6 December 1996

CERTIFIED THAT THIS COPY IS
A TRUE AND COMPLETE COPY OF
THE ORIGINAL

WHITBREAD PLC