

12 - 06 - 96

Company Number 2263726

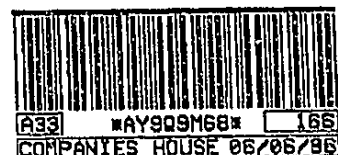
WRITTEN RESOLUTION OF  
WHITTARD OF CHELSEA LIMITED

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 of the Company HEREBY PASS the following written resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), 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:

SPECIAL RESOLUTIONS

THAT:

1. Subject to compliance with Sections 155-158 of the Companies Act 1985 the terms of the following documents (the "Documents") distributed with this resolution and their performance by the Company be approved and that the directors of the Company be authorised to cause the execution and delivery of the Documents in the form produced with such amendments thereto as they shall in their absolute discretion think fit:
  - (a) a facilities agreement ("the Facilities Agreement") to be entered into between (1) Lawgra (No. 363) Limited ("Lawgra") (2) the Company (3)-(10) the various parties named therein and (11) Midland Bank plc ("the Bank") pursuant to which the Bank shall make available a bridging loan facility in the maximum principal amount of £6,000,000 to Lawgra and the Company undertakes various obligations to the Bank, including without limitation but for the avoidance of doubt, making representations and warranties in favour of the Bank, giving undertakings and making covenants in favour of the Bank, indemnifying the Bank against various losses referred to therein granting rights of set-off to the Bank and undertaking to pay the Bank's fees and expenses and make various shortfall payments to the Bank which in turn might be funded in part under the Work Capital Facility Agreement detailed in (b) below (together "the Obligations");



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- (b) a working capital facility letter ("the Working Capital Facilities Agreement") to be entered into between (1) the Company and (2) Bank pursuant to which the Bank shall make available a working capital facility of £4,750,000 and a foreign exchange facility of £3,000,000;
  - (c) a guarantee ("the Guarantee") to be given by the Company to the Bank of all the monies and liabilities at any time due owing or incurred by Lawgra to the Bank including, but without limitation, those incurred pursuant to the Facilities Agreement, such liability of the Company arising under the Guarantee being secured by the existing security already provided to the Bank by the Company pursuant to a fixed and floating charge dated 22nd September 1988 and a charge over goodwill, uncalled capital and intellectual property rights dated 28th February 1992 ("the Existing Security");
  - (d) an inter-company loan agreement to be entered into between (1) Lawgra and (2) the Company (the "Inter-Company Loan Agreement") pursuant to which the Company agrees to provide certain loan facilities to Lawgra for the purpose, inter alia, of meeting interest and other payments due under the Facilities Agreement;
2. The execution delivery and performance of the Documents referred to in paragraph of these Resolutions and the increase in the liabilities being secured under the Existing Security is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration being provided to the Company for the obligations it is undertaking by entering into the Documents and increasing the liabilities being secured under the Existing Security.
3. The Documents referred to in paragraph 1 of these Resolutions be entered into on behalf of the Company notwithstanding that:-
- (i) the undertaking of the Obligations under the Facilities Agreement;
  - (ii) the entering into the Working Capital Facilities Agreement which facility might in part fund the payment of certain of the Obligations under the Facilities Agreement and Inter-Company Loan Agreement;
  - (iii) the giving of the guarantee by the Company pursuant to the Guarantee and the performance of the Company's obligations under the Guarantee; and

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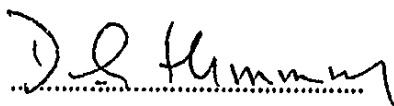
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- (iv) the increase in the liabilities being secured under the Existing Security;  
and
- (v) the provision of facilities pursuant to the Inter-Company Loan Agreement

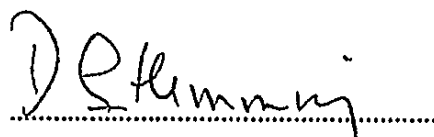
constitute financial assistance within Section 151 of the Companies Act 1985 (the "Act") and that subject to the procedures set out in Sections 155-158 of the Act being followed the giving of such financial assistance by the Company be approved.

4. Any act done or document executed pursuant to any of the foregoing paragraphs of these Resolutions shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions).
5. Pursuant to Article 33.2 of Articles of Association of the Company we being the holders of all the issued share capital of the Company for the purposes of Article 33.2 and Article 9 hereby consent to and approve (to the extent it might have entered into the Documents) the aggregate amount owing by the Company exceeding three times the aggregate of the amount paid up on the issued share capital of the Company.

Dated 3rd June 1996



signed for and on behalf of  
GRAN NOMINEES LIMITED



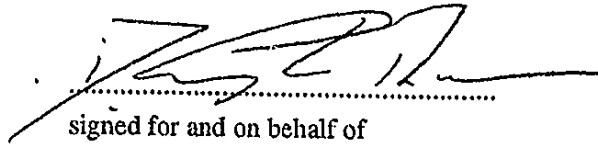
signed for and on behalf of  
ENCO NOMINEES LIMITED



signed for and on behalf of  
HSBC EQUITY LIMITED

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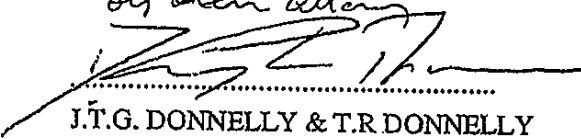


signed for and on behalf of

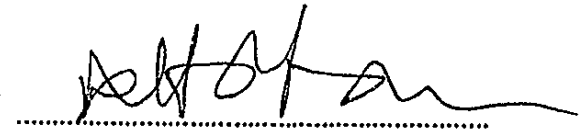
ONSLow BOYD GROUP LIMITED

J.T.G. DONNELLY + T.R. DONNELLY

by their Attorney



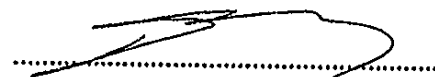
J.T.G. DONNELLY &amp; T.R. DONNELLY



WILLIAM HOBHOUSE

ANNA HOBHOUSE  
by her Attorney


ANNA HOBHOUSE



DAVID BOYS



BELINDA COLLINGE



GILES HILTON