

COMPANY NO. 2792998

THE COMPANIES ACT 1985 (AS AMENDED)

PRIVATE COMPANY LIMITED BY SHARES

ASK RESTAURANTS LIMITED

(the Company)

SOLE MEMBER'S WRITTEN RESOLUTION



In accordance with section 381A of the Companies Act 1985 (the *Act*), WE, being the sole member of the Company who at the date of this resolution would be entitled to attend and vote at a general meeting of the Company, AGREE that the following resolution shall have effect as if passed by the Company in general meeting and accordingly WE RESOLVE:

(Save as otherwise defined herein, the terms and expressions used in this sole member's written resolution have the same meaning given to them in the £570,000,000 senior facilities agreement (the *Senior Facilities Agreement*), as amended, dated 10 November 2006 and made between Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited) (*Gondola Acquisitions*), Gondola Finance 2 Limited (formerly Paternoster Finance 2 Limited) (*GF2*) and The Governor and Company of the Bank of Scotland (the *Bank of Scotland*) as mandated lead arranger, original lender, facility agent and security agent entered into in connection with the acquisition of Gondola Holdings Limited (*Gondola Holdings*) by Gondola Acquisitions (the *Acquisition*))

1. That, notwithstanding the provisions of sections 151 and 152 of the Act, the terms of, the transactions contemplated by, the execution and delivery of and the performance by the Company of its obligations under the documents listed below be approved (as such documents may, with the approval of any authorised signatory of the Company in his or her sole discretion, be amended, novated, supplemented, extended, restated and/or replaced from time to time), and that any authorised signatory of the Company (and any two authorised signatories in the case of a deed) be and hereby are empowered, authorised and directed to execute such documents, and that the performance of any other acts (including without limitation, the payment of fees to professionals, third parties and others in connection with the Acquisition) or the execution of any other documents (as the same shall be amended, supplemented, novated, extended, restated and/or replaced from time to time) ancillary or otherwise relating to the documents listed below be approved:

- (a) an accession letter to the Senior Facilities Agreement (the *Senior Accession*), pursuant to which the Company agrees to:
 - (i) become an Additional Borrower and an Additional Guarantor and to be bound by the terms of the Senior Facilities Agreement as a Borrower and a Guarantor under which the Company will, amongst other things, grant guarantees and indemnities to each Senior Finance Party as set out in clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement which, amongst other things, provides that each Guarantor irrevocably and unconditionally jointly and severally:

- (A) guarantees to each Senior Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Senior Finance Documents;
 - (B) undertakes with each Senior Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Senior Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (C) indemnifies each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Senior Finance Party would otherwise have been entitled to recover; and
- (ii) (save as otherwise defined herein, the terms and expressions used in this subparagraph (ii) have the same meaning given to them in the intercreditor deed dated 10 November 2006 and made between, among others, Gondola Acquisitions, GF2, Gondola Finance 1 Limited (formerly Paternoster Finance 1 Limited) and the Bank of Scotland (the *Intercreditor Deed*)) become an Obligor and an Intra-Group Creditor and to be bound by the terms of the Intercreditor Deed as an Obligor and an Intra-Group Creditor whereby the Company will, amongst other things, enter into certain priority and subordination agreements;
- (b) an accession letter to the £60,000,000 mezzanine credit agreement, as amended, dated 10 November 2006 and made between Gondola Acquisitions, GF2 and the Bank of Scotland (the *Mezzanine Credit Agreement*) (the *Mezzanine Accession*). Save as otherwise defined herein, the terms and expressions used in this paragraph (b) have the same meaning given to them in the Mezzanine Credit Agreement. Pursuant to the Mezzanine Accession the Company agrees to:
- (i) become an Additional Guarantor and agrees to be bound by the terms of the Mezzanine Credit Agreement as a Guarantor under which the Company will, amongst other things, grant guarantees and indemnities to each Mezzanine Finance Party as set out in clause 19 (*Guarantee and Indemnity*) of the Mezzanine Credit Agreement which, amongst other things, provides that each Guarantor irrevocably and unconditionally jointly and severally:
 - (A) guarantees to each Mezzanine Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Mezzanine Finance Documents;
 - (B) undertakes with each Mezzanine Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (C) indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be

equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover; and

- (ii) (save as otherwise defined herein, the terms and expressions used in this subparagraph (ii) have the same meaning given to them in the Intercreditor Deed) become an Obligor and an Intra-Group Creditor and to be bound by the terms of the Intercreditor Deed as an Obligor and an Intra-Group Creditor whereby the Company will, amongst other things, enter into certain priority and subordination agreements;
- (c) a composite debenture to be entered into between, among others, the Company, Gondola Holdings, Gondola Investments Limited (formerly Gondola Group Limited), Gondola Finance Limited, Riposte Limited and ASK Central Limited (the *Gondola Debenture*), pursuant to which the Company will, amongst other things, grant Security over all or substantially all of its assets, business and undertaking in favour of the Bank of Scotland (as Security Agent), agree (subject to certain exceptions) not to create any other Security and agree to take such further action as the Bank of Scotland (as Security Agent) may require in order to, amongst other things, create and perfect the Security intended to be created under the Gondola Debenture; and
- (d) an upstream intra-group loan agreement between the Company, Gondola Acquisitions, Gondola Holdings, Gondola Investments Limited, Gondola Finance Limited, Riposte Limited and ASK Central Limited pursuant to which those group companies will make available a facility to Gondola Acquisitions to enable it to service its obligations under the Facilities and the Mezzanine Facility (the *Gondola Upstream Intra-Group Loan Agreement*).

2. That, all transactions contemplated by each of the documents referred to in paragraphs 1(a) to (d) above (whether entered into for the purposes of the Acquisition and/or the purpose of reducing or discharging the liability incurred in connection with the historic acquisition of the shares in ASK Central Limited in 2004 by Riposte Limited) (the *FA Documents*) (as such FA Documents may, with the approval of any authorised signatory of the Company in his or her sole discretion, be amended, novated, supplemented, extended, restated and/or replaced from time to time), including without limitation, the giving of the guarantees and indemnities as set out in clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement and clause 19 (*Guarantee and Indemnity*) of the Mezzanine Credit Agreement and the granting of Security under the Gondola Debenture are to the commercial benefit of the Company and that the giving of the financial assistance described in paragraph 1 above for the acquisition of shares in Gondola Holdings and for the purpose of reducing or discharging the liability incurred in connection with the historic acquisition of the shares in ASK Central Limited in 2004 by Riposte Limited be approved.

W. W. W. W.
for and on behalf of
ASK Central Limited
(the sole member of the Company)

Date: 8 March 2007

Notice to members

A copy of this resolution has been sent to the Company's auditors, KPMG LLP, pursuant to s381B Companies Act 1985.

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Director/Secretary

We, being the auditors of the Company, confirm that we have received a copy of this resolution

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Date:2007