

Company Number 02960687  
PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION  
of

WEDNESDAY



GOLBORNE WESTBOURNE LIMITED (the "Company")

Circulation Date 28 JANUARY 2011 ("Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**")

**SPECIAL RESOLUTION**

- 1 That the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which the Company are proposing to enter into and grant on or about the date of this Resolution (the principal terms of which have been explained to us by the directors of the Company), be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the directors of the Company) the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such of the following documents to which the Company is to become a party in such manner and subject to such changes as any director of the Company in his absolute discretion sees fit
  - 1 1 the facilities agreement between, among others, the Company (as borrower and guarantor), Holmgold Limited, Ben Andersen, William Montagu Wentworth-Stanley and Santander UK Plc (the "**Lender**") the "**Facilities Agreement**"),
  - 1 2 a debenture (the "**Debenture**") pursuant to which the Company will charge all of its assets and undertaking by way of fixed and floating charge in favour of the Lender as security for all present and future monies, obligations and liabilities due or owing by the Company to the Lender,
  - 1 3 a legal charge (the "**Legal Charge**") pursuant to which the Company will charge 46 Golborne Road and Westbourne Tavern (the "**Properties**") by way of fixed charge in favour of the Lender as security for all present and future monies, obligations and liabilities or owing by the Company to the Lender,
  - 1 4 a hedging letter, a hedging master agreement and hedging ISDA schedule pursuant between the Company and the Lender (the "**Hedging Documents**")

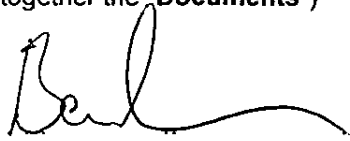
**AGREEMENT**

Please read the notes at the end of this document before indicating your agreement to the Resolution.

The undersigned, being a person entitled to vote on the Resolution on the Circulation Date, hereby

- a) agrees to the Resolution, and
- b) confirms that the Company has received prior to the execution of the Resolution, a copy of the final draft of the documents listed at paragraphs 1 1-1 4 (together the "Documents")

Signature



Authorised Signatory  
for and on behalf of  
**Andersen Shelter Limited**

Date

28 January 2011

#### **NOTES**

- 1 If you agree with the Resolution, please indicate your agreement by delivering by hand the signed and dated Resolution to N C Morris & Co Solicitors, Close Gate House, 47 High Street, Salisbury, Wiltshire, SP1 2PB
- 2 If you are indicating agreement to the Resolution on behalf of a company or person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority with your indication of agreement
- 3 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 5 Unless within the period of 28 days beginning with the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse

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COMPANY LIMITED BY SHARES

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passed on 28 January 2011

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Director

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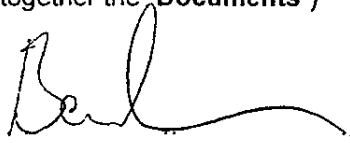
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