

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MARSTON HOTELS HOLDINGS LIMITED ("Company")

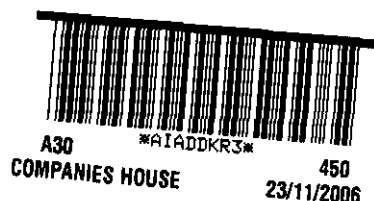
Written Resolution pursuant to section 381A Companies Act 1985 (as amended)

Passed on: 13 November 2006

We, the undersigned, all the members of the Company who at the date of this written resolution are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following written resolutions as special resolutions of the Company pursuant to section 381A and Schedule 15A of the Companies Act 1985 (as amended) (the "**Act**") and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as special resolutions at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTIONS

1. **THAT** the provisions of the documents listed in the appendix to this Written Resolution ("**Documents**"), which the Company is proposing to enter into in connection with the sale to QHotels Investments Limited ("**Purchaser**") of the entire issued share capital of the Company, be and are hereby approved (copies of such Documents having been supplied to all the members of the Company prior to the signing of this Written Resolution) (subject to such changes (if any) as the Company's directors, in their absolute discretion, think fit).
2. **THAT**, notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's directors and subject to compliance with sections 155-158 of the Act, the Company's directors and/or secretary be and are hereby empowered, authorised and directed to execute and deliver the Documents for the Company (in such manner and subject to such changes as they, in their absolute discretion, think fit).



3. **THAT**, notwithstanding that the execution by the Company of the Documents and the performance of its obligations thereunder would constitute the giving by the Company of financial assistance within sections 151-158 of the Act, the giving of financial assistance by the Company in the form and on the terms set out in the Forms 155(6)a (including the auditors' reports attached thereto) sworn on the date hereof by the directors of the Company, (copies of which having been supplied to the members of the Company prior to the signing of this Written Resolution) be and is hereby approved.
4. **THAT** the giving of financial assistance by the subsidiaries of the Company in the form and on the terms set out in the Forms 155(6)b (including the auditors' reports attached thereto) sworn on the date hereof by the directors of the Company (copies of which having been supplied to the members of the Company prior to the signing of this Written Resolution) be and is hereby approved.
5. **THAT** the approval of the Company to enter into the Documents is given and authorised, notwithstanding that the Company is entering into the Documents for the purposes of, amongst other things, assisting the Purchaser to acquire the Company's shares.
6. **THAT** the articles of association of the Company be amended by the insertion of a new clause as follows:

"Registration of Shares

Notwithstanding anything contained in these Articles:

- (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
- (b) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be:

- (a) executed by a bank or institution (including Alchemy Partners Nominees Limited) to which such shares have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;

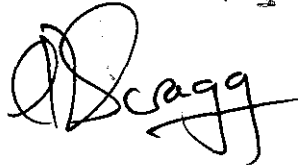
(b) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or

(c) to any such bank or institution (or to its nominee) pursuant to any such security.

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts."

Signed by:

SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of BARBARA LESLEY)
TONGE under a power of attorney in)
the presence of:)



Witness Signature:

Full Name:

Gareth John

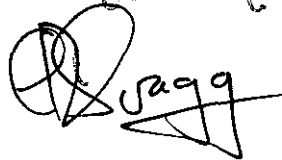
Address:

Hurst View, Hurst Lane,
Egham, Surrey, TW20 8QJ

Occupation:

Trainee Solicitor

SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of DAVID TONGE under a)
power of attorney in the presence of:)



Witness Signature:

Full Name:

Gareth John

Address:

As above

Occupation:


SIGNED by MARK ANDREW)
KINGSTON in the presence of:)



Witness Signature:

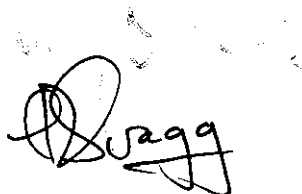
Full Name:

Address:


Gareth John
As above

Occupation:


SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of JEREMY PATRICK)
COTTER under a power of attorney)
in the presence of:)



Witness Signature:

Full Name:

Address:


Gareth John
As above.

Occupation:

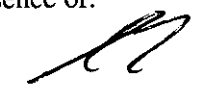
SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of GAIL ROSS)
CALLAWAY under a power of)
attorney in the presence of:)



Witness Signature:

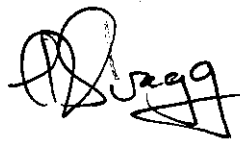
Full Name:

Address:


Gareth John
As above

Occupation:

SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of ANDREW JOHN)
MARSTON under a power of)
attorney in the presence of:)



Witness Signature:

Full Name:

Gareth John

Address:

As above

Occupation:

SIGNED by MICHAEL)
JONATHON DANIELS AND)
CHRISTOPHER DAVID SCRAGG)
on behalf of NICOLA MARSTON)
under a power of attorney in the)
presence of:)



Witness Signature:

Full Name:

Gareth John

Address:

As above

Occupation:

SIGNED by CHRISTOPHER)
DAVID SCRAGG in the presence of:)



Witness Signature:

Full Name:

Gareth John

Address:

As above

Occupation:

SIGNED by MICHAEL)
JONATHON DANIELS on behalf of)
JANE CAROLINE SCRAGG under)
a power of attorney in the presence of:)

Witness Signature:

Full Name:

Address:

Occupation:

SIGNED by MICHAEL)
JONATHON DANIELS on behalf of)
METTE MARGARETHE)
MARSTON under a power of)
attorney in the presence of:)

Witness Signature:

Full Name:

Address:

Occupation:

SIGNED by MICHAEL)
JONATHON DANIELS on behalf of)
METTE MARGARETHE under a)
power of attorney in the presence of:)

Witness Signature:

Full Name:

Address:

Occupation:


SIGNED by MICHAEL)
JONATHON DANIELS in the)
presence of:)

Witness Signature:

Full Name:

Address:

Occupation:


Gareth John
As above

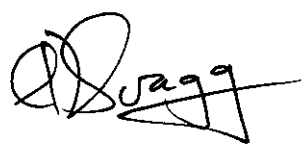

SIGNED by CHRISTOPHER)
DAVID SCRAGG on behalf of)
JOHN JAMES SHEPHERD)
MARSTON under a power of)
attorney in the presence of:)

Witness Signature:

Full Name:

Address:

Occupation:



Gareth John
Hurst View, Hurst Lane,
Egham, Surrey, TW20 8QJ
Trainee Solicitor

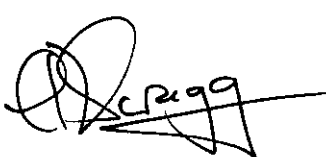

SIGNED by CHRISTOPHER)
DAVID SCRAGG on behalf of)
JOHN JAMES SHEPHERD)
MARSTON under a power of)
attorney in the presence of:)

Witness Signature:

Full Name:

Address:

Occupation:



Gareth John
Hurst View, Hurst Lane, Egham,
Surrey, TW20 8QJ
Trainee Solicitor

Appendix

The Documents

1. An amendment and restatement agreement and amended and restated facility agreement to be dated on the date hereof and made between (1) QHotels Limited as Borrower, (2) the Lender (as defined below), (3) QHotels Group Limited as Parent, and (4) the Guarantors (as defined therein).
2. An intra-group funding agreement to be dated the date hereof entered into between (1) the group companies detailed therein as Borrowers and (2) the group companies detailed therein as Lenders.
3. A debenture to be entered into on the date hereof by the Company in favour of Anglo Irish Bank Corporation plc ("**Lender**") securing, among other obligations, sums due under the facility agreement.
4. A deed of accession to a guarantee originally dated 16 February 2005 to be dated the date hereof and made between (1) the Company and (2) certain of the Company's subsidiaries in favour of (3) the Lender as Security Trustee as security for, amongst other obligations, monies due and owing under the facility agreement described in paragraph 1 above.
5. A deed of accession to be entered into on the date hereof to an intercreditor deed originally dated 16 February 2005 to be dated on the date hereof and made between (1) the Company and (2) the Other Parties (as defined therein) to acknowledge certain priority arrangements between the Lender, Alchemy Partners Nominees Limited ("**Alchemy**") and the group companies.
6. A deed of accession to be entered into by the Company, to a composite guarantee and debenture entered into on 31 March 2003 by the Charging Companies (as defined in such debenture) in favour of Alchemy as Security Trustee on behalf of the Noteholders (as defined in such debenture) as security for, amongst other obligations, monies owing under the loan notes issued to such Noteholders.
7. A deed of accession to be entered into by the Company, to a second composite guarantee and debenture entered into on 24 February 2004 by the Charging Companies (as defined in such debenture) in favour of Alchemy as Security Trustee on behalf of the Noteholders (as defined in such debenture) as security for, amongst other obligations, monies owing under the loan notes issued to such Noteholders.

8. A third composite guarantee and debenture to be dated on the date hereof and made between, inter alios, the Company in favour of Alchemy as Security Trustee on behalf of the Noteholders (as defined in such debenture) as security for, amongst other obligations, monies owing under certain loan notes issued to such Noteholders.
9. A share charge to be entered into by the Company in favour of the Lender for the shares held by the Company in each of:
 - 9.1 Marston Hotels Limited; and
 - 9.2 MH Freeholds Limited,

("Share Charge");