

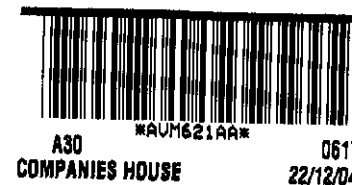
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

-of-

LENTORN HOLDINGS LIMITED
(THE "COMPANY")



MADE ON 14 December 2004

The following written resolutions of the members of the Company entitled to attend and vote at a general meeting of the Company were made on 14 December 2004 in accordance with Section 381A of the Companies Act 1985:

RESOLUTIONS

We the undersigned, being all the members of the Company HEREBY RESOLVE to pass the following resolutions as written resolutions:

1. THAT the giving of the financial assistance for the purpose of the acquisition of the shares in the Company and taking the form described in the statutory declarations of even date herewith and made by all of the Company's Directors on forms 155(6)(a) and 155(6)(b) (the original of which together with the annexed auditors report is available for inspection by the members) be and is hereby approved.
2. THAT the giving of financial assistance by Ilchester Cheese Company Limited (the "**Subsidiary**") for the purpose of the acquisition of the shares in the Company and taking the form described in the statutory declarations of even date herewith and made by all of the Subsidiary's Directors on forms 155(6)a (the original of which together with the annexed auditor's report is available for inspection by the members) be and is hereby approved.
3. THAT in view of the benefits likely to accrue to the Company from the terms of and arrangements contemplated by a facilities agreement dated on or about the date hereof (the "Facilities Agreement") between Phonefood Limited and Singer & Friedlander Limited (the "**Bank**") whereby the Bank will make available a senior term loan facility of up to £5,000,000, a mezzanine loan facility of up to £1,500,000 and a working capital facility of up to £4,000,000 available to the Borrower on the terms of the Facilities Agreement and for which it is required that the Company execute:
 - (a) a debenture (the "Debenture") in favour of the Bank in respect of the Company's liabilities to the Bank from time to time and granting security over all of the Company's assets and undertaking in favour of the Bank;
 - (b) an intercreditor deed (the "Intercreditor Deed") to be entered into between, inter alios, the Borrower, the Company, Ilchester Cheese Company Limited and the Bank which regulates the priorities between such parties (the "Intercreditor Deed"); and

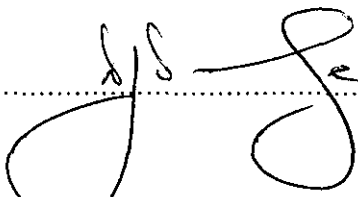
- (c) a guarantee and indemnity between, inter alia, the Company and the Bank (the **"Guarantee and Indemnity"**) whereby each Company (as defined therein) (i) guarantees to the Bank each and every liability each Obligor (as defined therein) may now or have hereafter to the Bank and undertakes with the Bank that whenever an Obligor fails to pay any such liability where due, the Company shall, on demand by the Bank pay that amount as if the Company instead of the Obligor was the principal obligor; and (ii) unconditionally and irrevocably undertakes with the Bank that the Company shall, as sole, original and independent obligor, upon written demand by the Bank, indemnify the Bank from and against any loss incurred by the Bank should the amounts guaranteed not be recoverable for any reason,
- (d) a intra-group loan agreement between the Company and the Borrower (the **"Intra-Group Loan Agreement"**) whereby the Company agrees to make available to the Borrower amounts to be agreed between the Company and the Borrower from time to time,

the execution of the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement be and are hereby approved.

4. That the Directors and Secretary of the Company be authorised to sign the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement as deeds and to sign all other necessary documentation so as to give effect thereto.

Dated 14 December 2004

Signed DAVID DAVIDGE)



.....

Signed ERIC SAMUEL FORKNALL)

.....
Signed by

Andrew Nigel Hall Warren

as attorney for and on behalf of Peter John Harvey

as trustee of The Elizabeth and Prince Zaiger Trust

.....
Signed by Derek Geoffrey Long

as trustee of The Elizabeth and Prince Zaiger Trust

(c) a guarantee and indemnity between, inter alia, the Company and the Bank (the **"Guarantee and Indemnity"**) whereby each Company (as defined therein) (i) guarantees to the Bank each and every liability each Obligor (as defined therein) may now or have hereafter to the Bank and undertakes with the Bank that whenever an Obligor fails to pay any such liability where due, the Company shall, on demand by the Bank pay that amount as if the Company instead of the Obligor was the principal obligor; and (ii) unconditionally and irrevocably undertakes with the Bank that the Company shall, as sole, original and independent obligor, upon written demand by the Bank, indemnify the Bank from and against any loss incurred by the Bank should the amounts guaranteed not be recoverable for any reason,

(d) a intra-group loan agreement between the Company and the Borrower (the **"Intra-Group Loan Agreement"**) whereby the Company agrees to make available to the Borrower amounts to be agreed between the Company and the Borrower from time to time,

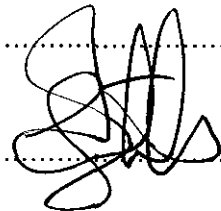
the execution of the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement be and are hereby approved.

4. That the Directors and Secretary of the Company be authorised to sign the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement as deeds and to sign all other necessary documentation so as to give effect thereto.

Dated 14 December 2004

Signed DAVID DAVIDGE)

Signed ERIC SAMUEL FORKNALL)



.....

.....
Signed by

Andrew Nigel Hall Warren

as attorney for and on behalf of Peter John Harvey

as trustee of The Elizabeth and Prince Zaiger Trust

.....
Signed by Derek Geoffrey Long

as trustee of The Elizabeth and Prince Zaiger Trust

- (c) a guarantee and indemnity between, inter alia, the Company and the Bank (the **"Guarantee and Indemnity"**) whereby each Company (as defined therein) (i) guarantees to the Bank each and every liability each Obligor (as defined therein) may now or have hereafter to the Bank and undertakes with the Bank that whenever an Obligor fails to pay any such liability where due, the Company shall, on demand by the Bank pay that amount as if the Company instead of the Obligor was the principal obligor; and (ii) unconditionally and irrevocably undertakes with the Bank that the Company shall, as sole, original and independent obligor, upon written demand by the Bank, indemnify the Bank from and against any loss incurred by the Bank should the amounts guaranteed not be recoverable for any reason,
- (d) a intra-group loan agreement between the Company and the Borrower (the **"Intra-Group Loan Agreement"**) whereby the Company agrees to make available to the Borrower amounts to be agreed between the Company and the Borrower from time to time,

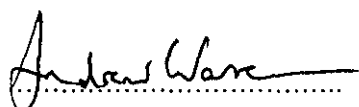
the execution of the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement be and are hereby approved.

4. That the Directors and Secretary of the Company be authorised to sign the Debenture, Intercreditor Deed, the Guarantee and Indemnity and the Intra-Group Loan Agreement as deeds and to sign all other necessary documentation so as to give effect thereto.

Dated 14 December 2004

Signed DAVID DAVIDGE)

Signed ERIC SAMUEL FORKNALL)

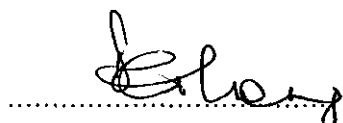


Signed by

Andrew Nigel Hall Warren

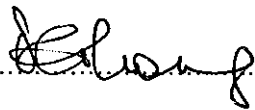
as attorney for and on behalf of Peter John Harvey

as trustee of The Elizabeth and Prince Zaiger Trust



Signed by Derek Geoffrey Long

as trustee of The Elizabeth and Prince Zaiger Trust

.....

Signed by Derek Geoffrey Long

as attorney for and on behalf of David William Parry

as trustee of The Elizabeth and Prince Zaiger Trust