

Company No. 2512932

THE COMPANIES ACTS 1985 (the "Act")

COMPANY LIMITED BY SHARES

LE PONT DE LA TOUR LIMITED (the "Company")

WRITTEN RESOLUTIONS

We, the undersigned, being the sole member of the Company who at the date of these resolutions would be regarded for the purpose of section 381A of the Act as being entitled to attend and vote at any general meeting of the Company, HEREBY PASS the following resolutions as written resolutions of the Company pursuant to section 381A of the Act and agree that the said resolutions shall be valid and effective as if the said resolutions had been passed as special resolutions at a general meeting of the Company duly convened and held:

- 1 **THAT**, having been supplied with a copy of the statutory declaration made by the directors of the Company pursuant to section 155 of the Act and the auditors' reports annexed thereto as required by section 156(4) of the Act, subject to compliance with sections 155 to 158 of the Act, the giving of financial assistance in connection with the purchase of shares in the Company, as more particularly set out in the statutory declaration and the terms and arrangements contemplated by the execution, delivery and performance by the Company of the following documents, copies of which have been supplied to the members of the Company prior to signing this resolution, be approved and having been supplied with a copy of the following documents, they be approved and the Board of the Company be authorised to enter into them:
 - 1.1 a common terms agreement to be entered into between (1) The Governor and Company of the Bank of Scotland (as Senior Agent), (2) The Governor and Company of the Bank of Scotland (as Senior Lender), (3) The Governor and Company of the Bank of Scotland (as Security Trustee), (4) The Governor and Company of the Bank of Scotland (as Mezzanine Agent), (5) The Governor and Company of the Bank of Scotland (as Mezzanine Lender), (6) The Governor and Company of the Bank of Scotland (as Working Capital Bank), (7) CGL Restaurant Holdings Limited (as Borrower) and (8) the persons (including the Company) named in schedule 1 to that agreement (as Original Obligors) as amended from time to time;
 - 1.2 an intercreditor deed to be entered into between (1) The Governor and Company of the Bank of Scotland (as Senior Agent), (2) The Governor and Company of the Bank of Scotland (as Senior Lender), (3) The Governor and Company of the Bank of Scotland (as Security Trustee), (4) The Governor and Company of the Bank of Scotland (as Mezzanine Agent), (5) The Governor and Company of the Bank of Scotland (as Mezzanine Lender), (6) The Governor and Company of the Bank of



Scotland (as Working Capital Bank), (7) HBOS Treasury Services plc (as Hedging Bank), (8) CGL Restaurant Holdings Limited (as Borrower) and (9) the persons (including the Company) named in schedule 1 to that deed (as Original Obligor) as amended from time to time (the "Intercreditor Deed") pursuant to which the parties thereto will agree to certain ranking and priority arrangements in respect of the Senior Exposure and the Mezzanine Debt (each term as defined therein);

- 1.3 a debenture to be entered into between (1) the companies (including the Company) listed in schedule 1 to that deed and (2) The Governor and Company of the Bank of Scotland (as security trustee for the Secured Beneficiaries (as defined in that deed)) as amended from time to time (the "Debenture") pursuant to which the Company will grant assignments and a legal mortgage over the freehold and leasehold property described in the Debenture and a first fixed charge over the assets identified in the Debenture and a first floating charge over the remainder of its undertaking in favour of the Security Trustee (as defined in the Debenture) in accordance with the terms contained therein for the purpose of securing, amongst other things, all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Beneficiaries (as defined in the Debenture) (or any of them) by the Companies (as defined in the Debenture), whether actually or contingently, solely or jointly and whether as principal or surety under the Finance Documents (as defined in the Debenture). Each Company (as defined in the Debenture) (including the Company) will also give certain indemnities to the Security Trustee and the Secured Beneficiaries (each term as defined therein) in respect of any losses they may incur as a result of any of the Secured Liabilities (as defined in the Debenture) being or becoming void, voidable or unenforceable for any reason whatsoever or any breach or non-observance by any Obligor (as defined therein) of any obligation to the Trustee and the Secured Beneficiaries (each term as defined therein);
- 1.4 an unlimited corporate cross guarantee to be entered into between (1) CGL Restaurant Holdings Limited, (2) the companies (including the Company) listed in schedule 2 to that deed (as Guarantors) and (3) The Governor and Company of the Bank of Scotland (as security trustee for the Secured Beneficiaries (as defined in that deed)) as amended from time to time (the "Guarantee") pursuant to which each Guarantor (as defined in the Guarantee) (including the Company) will unconditionally and irrevocably guarantee to the Security Trustee (as defined in the Guarantee), amongst other things, the payment or discharge of the Secured Liabilities (as defined in the Guarantee) and shall on demand in writing pay or discharge them to the Security Trustee (on behalf of the Security Beneficiaries) (as defined in the Guarantee);

- 1.5 a working capital facility letter to be entered into between (1) CGL Restaurant Holdings Limited, (2) the companies (including the Company) listed in schedule 1 to that letter (3) and The Governor and Company of the Bank of Scotland as amended from time to time (the "Working Capital Facility Letter") pursuant to which a £2,000,000 working capital facility will be made available to CGL Restaurant Holdings Limited (as borrower under the Working Capital Facility Letter)(each term as defined therein);

(together the "**Documents**").

- 2 **THAT** the articles of association of the Company be amended by inserting the following article as a new article 14(m):

"Notwithstanding anything to the contrary in these Articles of Association, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:-

*is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**") ; or*

is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares or shares upon receipt and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise."

- 3 **THAT** notwithstanding any existing provisions of the Company's memorandum of association and articles of association, and subject to the procedures set out in sections 155-158 of the Act being followed, the approval for the Company to enter into the Documents be given notwithstanding that the Company might be held to be giving

financial assistance in connection with the purchase of shares in the Company for the purposes of sections 151 and 152 of the Companies Act 1985.

- 4 **THAT** the execution, delivery and performance of the Documents (together with that of any ancillary documents referred to therein) and the arrangements referred to in the above paragraphs are for the commercial benefit and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof.
- 5 **THAT** any act done or document executed pursuant to any of the foregoing paragraphs of this resolution 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).
- 6 **THAT** notwithstanding any personal interest, the board of directors of the Company be and is hereby specifically authorized, empowered and directed in the name of and on behalf of the Company to:
- 6.1.1 execute and deliver the Documents in the form produced to the meeting, or with such amendments as they shall in their discretion approve; and
- 6.1.2 enter into such documentation and to take such action as may be required in order to carry out the matters referred to above.
- 7 We confirm that a copy of the directors' statutory declaration made pursuant to section 155(6) of the Act and the related Auditors' reports have been supplied to us at or before the time at which this document was supplied to us for signature (in accordance with paragraph 4 of schedule 15A to the Act).


Conran Holdings Limited

Date: 13/9/06

Attachments

1. Statutory declaration in form 155(6) (a)
2. Auditors' report