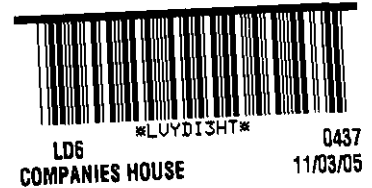


**Sapphire Food South East No. 4 Limited**

**Registration No. 4524297**

**(the "Company")**

**Written Resolution of the Members**



We, being all those members entitled to attend and vote at meetings of the Company convened for the purpose of passing or sanctioning the following resolutions, hereby resolve unanimously in accordance with Section 381A of the Companies Act 1985 (as amended) as follows:

It being noted that:

- A.** It was proposed that the Company should accede to a £600 facility agreement made between, inter alios, Greene King Retailing Limited as borrower, Greene King Finance Plc as lender and the Company pursuant to which the Company is to grant a guarantee and indemnity in respect of the obligations of each of the Obligors (as defined in the Facility Agreement) (the "**Facility Agreement**").
- B.** It was proposed that the Company should enter into a borrower deed of charge between inter alios, Greene King Retailing Limited and the Company in respect of its obligations under the Facility Agreement under which the Company will charge in favour of Greene King Finance Plc all its assets and property (together with any security, power of attorney granted in connection thereto, the "**Borrower Deed of Charge**").
- C.** It was proposed that the Company should enter into a funds flow agreement made between, inter alios, Greene King Retailing Limited and the Company pursuant to which loans and payments owing or to be made between certain members of the GK Group (including the Company) would be settled (the "**Funds Flow Agreement**").
- D.** The Company has provided copies of the following documents in relation to the proposal which are attached to this written resolution:
  - (i) an execution copy of the Facility Agreement;
  - (ii) an execution copy of the Borrower Deed of Charge; and
  - (iii) an execution copy of the Fund Flow Agreement.

Accordingly, **WE RESOLVE THAT:**

- 1** **that** it is in the best interests of the Company to accede to the Facility Agreement and it is to the further benefit and advantage of the Company to give the guarantee, indemnities and security on the terms contemplated in the Facility Agreement, the Borrower Deed of Charge and the Funds Flow Agreement (as appropriate);
- 2** **that** the terms of the Facility Agreement, the Borrower Deed of Charge and the Funds Flow Agreement and the transactions contemplated thereby, be and are hereby approved; and
- 3** **that** the Directors are instructed to take any action in connection with the negotiation, execution, delivery and performance of the Facility Agreement, the Borrower Deed of Charge and the Funds Flow Agreement as they shall deem necessary or appropriate.

Signed: 

For and on behalf of Greene King Retailing Limited

Date: 4 March 2005