

**Company No: 02263726**

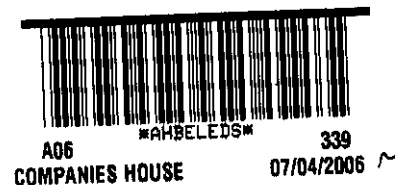
**The Companies Act 1985**  
**COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**of**  
**WHITTARD OF CHELSEA LIMITED**  
**(the "Company")**

(Passed pursuant to section 381A of and Schedule 15A to the Companies Act 1985)

The undersigned, being the sole member of the Company, HEREBY RESOLVE as follows:

**RESOLUTIONS**

1. THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the Company enters into the documents listed in 1 and 3 of the Appendix set out below (the **"Company Finance Documents"**).
2. THAT the giving of financial assistance by the execution, delivery and performance by the Company of the Company Finance Documents is approved.



## APPENDIX

### Documents referred to above

The documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with reducing and discharging a liability incurred for the purpose of the acquisition of the whole of the issued share capital of the Company by Java Acquisitions Limited (the "**Buyer**") (the "**Acquisition**"):

1. An intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be made between the Buyer and the Company pursuant to which monies may be loaned or borrowed by each party or otherwise transferred between the parties thereto.
2. A guarantee increase deed (the "**Guarantee Increase Deed**") pursuant to which the Company confirms and acknowledges that the guarantee and indemnity obligations undertaken by it under the Facilities Agreement in relation to the revolving credit facility, are extended to include, without limitation, all obligations of the Obligor to the Finance Parties (including, without limitation, under the Finance Documents).
3. A debenture (the "**Debenture**") acceded to by the Company by a Deed of Accession dated 18 January 2006 pursuant to which the Company charged substantially all its property, assets and undertaking, present and future in favour of the Security Trustee (on behalf of the Finance Parties) in relation to the revolving credit facility; and which pursuant to the Guarantee Increase Deed the terms of which will now extend so that the Company as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Finance Parties under the Finance Documents or any other document evidencing or securing any such liabilities (including, for the avoidance of doubt, sums due from the Buyer in connection with the Acquisition) (the "**Secured Liabilities**"); and as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Security Trustee substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.

### Definitions

In this declaration, unless otherwise defined above, defined terms have the meanings given to them below:

**"Facilities Agreement"**

means a multicurrency term and revolving facilities agreement dated 14 December 2005 between the Buyer, Barney Holdings Limited, Pyle Limited, Boaters Coffee Co. Limited, Julian Graves Limited and Landsbanki Islands hf as Agent, Arranger, Issuing Bank and Security Trustee and the institutions named therein as Lenders (for and on behalf of the Finance Parties) and acceded to by the Target by a letter dated 18 January 2006 (the **"Accession Letter"**).

**"Obligors"**

means Barney Holdings Limited (company number: 4960563), Java Acquisitions Limited (company number: 5650854), Pyle Limited (company number: 04871358), Boaters Coffee Co. Limited (company number: 02550799), Julian Graves Limited (company number: 02109178) and Whittard of Chelsea Limited (company number: 02263726).

**"Finance Documents"**

means the Facilities Agreement and the other finance and security documents referred to therein.

**"Finance Parties"**

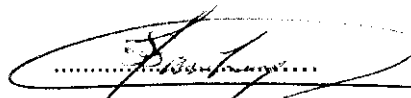
means Landsbanki Islands hf (as Agent, Arranger, Issuing Bank and Security Trustee) and any other financial institution from time to time party to the Facilities Agreement as a Lender.

**Name of Shareholder**

**Signature**

**Date of Signature**

JAVA ACQUISITIONS  
LIMITED

A handwritten signature, appearing to be "Robert J. Higgins", is written over a dotted line. The signature is enclosed in a large, loopy oval.

5/4/06

For and on behalf of  
JAVA ACQUISITIONS  
LIMITED