

Company No 769170

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
TRAVELODGE HOTELS LIMITED

THURSDAY



On Friday 12th March 2010, the following special resolutions were duly passed as written resolutions of the Company pursuant to section 288 of the Companies Act 2006

SPECIAL RESOLUTIONS

- 1 That the directors of the Company are authorised to exercise the powers conferred by section 175(5)(a) of the Companies Act 2006 to authorise any matter contemplated by section 175 of that Act
- 2 That the articles of association in the attached form be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association

Director

A handwritten signature is written over the word "Director".

Company Number 769170

COMPANIES ACTS 1985 AND 2006

ARTICLES OF ASSOCIATION

of

TRAVELODGE HOTELS LIMITED

**(adopted by special resolution
passed on 12 March 2010)**

ADDLESHAW GODDARD

COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
TRAVELODGE HOTELS LIMITED
(adopted by special resolution passed
on 12 March 2010)

1 Preliminary and interpretation

1 1 In these articles

Table A means Table A of The Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007

references to a **regulation** are to a regulation in Table A

references to an **article** are to a provision of these articles

references to **CA 1985** and **CA 2006** are to the Companies Act 1985 and the Companies Act 2006 respectively

references to any particular provision of CA 1985 include any statutory modification or re-enactment of that provision for the time being in force and any provision(s) of CA 2006 (and its related commencement orders) which replace(s) the same (with or without modification)

references to the **Companies Acts** are to CA 1985 and CA 2006 in each case to the extent to which the provisions of the same are for the time being in force

words and phrases used in these articles shall have the meanings ascribed to them in or by virtue of Table A

- 1 2** The regulations in Table A shall apply to the Company, except where they are excluded or modified by these articles or are otherwise inconsistent with these articles and, together with these articles, they shall constitute the articles of the Company

2 Share capital

- 2 1** Unless the authority hereby given is previously revoked or varied by the Company in general meeting, the directors may at any time and from time to time within the period of five years commencing on the date of adoption of these articles, in accordance with section 80 CA 1985, exercise generally and unconditionally the power of the Company to allot relevant securities (as defined in the said section) and to offer or agree to allot such securities (notwithstanding that such offer or agreement would or might require such securities to be

allotted by the Company after the said period) provided that the maximum nominal value of the securities so allotted or offered or agreed to be allotted shall not, when aggregated with the nominal value of the shares in the capital of the Company agreed to be taken by the subscriber to the Memorandum of Association of the Company and any other shares already allotted on the date of adoption of these articles, exceed the authorised share capital of the Company as at the date of adoption of these articles

- 2 2 By virtue of section 91 CA 1985 the provisions of sub-section (1) of section 89 and sub-sections (1) to (6) inclusive of section 90 CA 1985 shall not apply to the Company

3 Share certificates

Regulation 6 shall be amended by the deletion of the words "Every share certificate shall be sealed with the seal" and the replacement thereof with the words "Every share certificate shall be executed by the Company as a deed"

4 Lien

The lien conferred by regulation 8 shall attach also to fully paid shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any member, whether he is their sole registered holder or is one of two or more joint holders, for all money presently payable by him or his estate to the Company Regulation 8 shall be modified accordingly

5 Transfer of shares

- 5 1 Subject to article 5 3 and to the directors giving reasons for the refusal to the proposed transferee, the directors may, in their absolute discretion, refuse to register any transfer of a share, whether it is fully paid or not Regulation 24 shall be modified accordingly
- 5 2 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal
- 5 3 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any shares where such transfer is executed by any person to whom such shares have been charged by way of security, or by any nominee of any such person, pursuant to a power of sale under such security (whether or not such transfer is to the person to whom such person has been charged by way of security or to any nominee of any such person), and a certificate by any such person or any employee of any such person that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts
- 5 4 The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with Regulation 31 shall be modified accordingly

6 Purchase of own shares

Subject to the Companies Acts, the Company may redeem or purchase, and may enter into any contract for the purchase of, all or any of its shares of any class (including any

redeemable shares), and may enter into any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every redemption, purchase or contract entered into pursuant to this article shall be authorised by such resolution of the Company as may for the time being be required by law but, subject to such resolution, the directors shall have full power to determine or approve the terms of any such redemption, purchase or contract. Neither the Company nor the directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the Companies Acts, the Company may agree to the variation of any contract entered into pursuant to this article and to release any of its rights or obligations under any such contract. Notwithstanding anything to the contrary contained in these articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the Company pursuant to this article. Regulation 35 shall not apply to the Company.

7 Notice of general meetings

Subject to the Companies Acts, notice of any general meeting need not be given to any director in that capacity. Regulation 38 shall be modified accordingly.

8 Proceedings at general meetings

8.1 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum, except when the Company has only one member, when the quorum shall be one such person. Regulation 40 shall not apply to the Company.

8.2 If within half an hour from the time appointed for a general meeting, a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the requisition of the members, shall be dissolved, in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved. Regulation 41 shall not apply to the Company.

8.3 A poll may be demanded at any general meeting by any member entitled to vote at the meeting. Regulation 46 shall be modified accordingly.

9 Number of directors

Unless and until the Company in general meeting shall otherwise determine, the number of directors shall not be subject to any maximum but shall not be less than one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles or Table A. Regulation 64 shall not apply to the Company and regulation 89 shall be modified accordingly.

10 Delegation of directors' powers

The directors may delegate any of their powers to committees consisting of such persons, whether directors or not, as they think fit. Regulation 72 shall be modified accordingly.

11 Appointment and retirement of directors

- 11 1 Regulations 76 and 77 and the last sentence of regulation 84 shall not apply to the Company
- 11 2 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which additional directors are to retire"
- 11 3 A member or members holding the whole or a majority in nominal value of the issued ordinary share capital for the time being in the Company shall have power from time to time and at any time to appoint any person as a director or directors either as an additional director or to fill any vacancy and to remove from office any director howsoever appointed Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a body corporate signed by one of its directors or other officers on its behalf, and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument

12 Gratuities and pensions

The directors may, on behalf of the Company, exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit No director or former director shall be accountable to the Company or the members for any benefit permitted by this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company Regulation 87 shall not apply to the Company

13 Alternate directors

An alternate director who is himself a director shall be entitled, in the absence of his appointor(s), to a separate vote (or votes) on behalf of his appointor(s) in addition (if he is himself a director) to his own vote Regulation 88 shall be modified accordingly

14 Proceedings of directors

- 14 1 The word "signed" in regulation 93 shall apply as if it included the words "or approved by letter or facsimile"
- 14 2 Provided that a director has disclosed to the directors the nature and extent of any interest he may have, whether directly or indirectly, in any actual or proposed contract, transaction or arrangement with the Company in accordance with the Companies Acts, or any other material interest of his, a director may vote at a meeting of directors or of a committee of directors on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty, which is material and which conflicts or may conflict with the interests of the Company, and he shall be counted in the quorum when that resolution or matter is considered Regulations 94 to 96 inclusive shall not apply to the Company
- 14 3 A meeting of the board of directors may be held between directors some or all of whom are in different places, whether by telephone or video conference or any other audio or audiovisual communication media, provided always that the number of directors participating constitutes a

quorum, and provided that each director participating in the meeting can hear each of the other participants, and can address all of the other participants simultaneously

15 Directors' power to authorise conflict situations

15 1 For the purposes of section 175 CA 2006, the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**) Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised

15 2 Where directors give a Conflict Authorisation

- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded),
- (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation, and
- (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject

15 3 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 15 1) provision that

- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and/or
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter, and/or
- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 15 1) will not constitute a breach by him of his duties under sections 172 to 174 CA 2006

15 4 Subject to article 15 5 but without prejudice to article 15 1 to article 15 3, authorisation is given by the members of the Company for the time being on the terms of these articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these articles or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**) The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this article 15 4 so that the director concerned

(a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party, and

(b) may (but shall be under no obligation to)

(i) absent himself from the discussions of, and/or the making of decisions,

(ii) make arrangements not to receive documents and information,

relating to the Conflict Situation concerned,

and anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms will not constitute a breach by him of his duties under sections 172 to 174 CA 2006

15 5 A Group Conflict Authorisation given or deemed given under article 15 4 may be revoked, varied or reduced in its scope or effect by special resolution

15 6 In this article 15 **Relevant Group** comprises

(a) the Company,

(b) any body corporate which is for the time being a subsidiary of the Company,

(c) any body corporate of which the Company is for the time being a subsidiary (**Parent**), and

(d) any body corporate (not falling within any preceding paragraph of this definition) which is for the time being a wholly owned subsidiary of the Parent

16 **Notices**

16 1 Any notices to be given pursuant to these articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender

16 2 Any notice or other document delivered to or left at a registered address otherwise than by post shall be deemed to have been given at the time it was so delivered or left

17 Indemnity

Subject to the provisions of the Companies Acts, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, auditor, secretary or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the actual or purported execution and discharge of the duties of such office. Regulation 118 shall be extended accordingly.

Provisions of the memorandum of association of the Company deemed to be provisions of the articles of association

Save for the statement by the subscribers confirming their intention to form a company, all the provisions of the memorandum of association as at 30 September 2009 are, by virtue of section 28 (1) of the Companies Act 2006, deemed to be part of the articles of association

The statement of the subscribers to the memorandum of association, confirming their intention to form a company, and the number of shares taken on formation of the Company, is the only provision that is deemed to remain in the memorandum of association

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION*

OF

FORTE (U.K.) LIMITED

1. The name of the Company is "FORTE (U K) LIMITED".
- 2 The registered office of the Company will be situate in England

NOTES:

* As amended by Special Resolutions passed 26th January 1984, 12th January 1987, 31st July 1987 and 1 December 1998 and by Ordinary Resolution passed 28th October 1988.

- (1) The name of the Company changed from Inter-Continental Aircraft Cleaners Limited by Special Resolution passed 4 May 1968.
- (2) The name of the Company changed from The Fernley Aeroclean Company Limited by Special Resolution passed 26 April 1973.
- (3) The name of the Company changed from Aeroclean Limited by Special Resolution passed 26 July 1978.
- (4) The name of the Company changed from The Fernley Aeroclean Company Limited by Special Resolution passed 12 October 1978
- (5) The name of the Company changed from Trust House Forte Airport Services Limited by Special Resolution passed 13 June 1979.
- (6) The name of the Company changed from Trusthouse Forte (UK) Limited by Special Resolution passed 3 June 1991.

3. The objects for which the Company is established are:-

- (a) To provide catering services of every description and to carry on all or any of the businesses of caterers, licensed victuallers, hotel, inn, restaurant, cafe, refreshment room keepers and retail shop proprietors.
- (b) To undertake, carry on and execute all kinds of financial commercial, manufacturing, industrial mercantile, trading and other operations, business, contracts, undertakings and work of all kinds, including to acquire any real estate, to develop any property, real or personal, to acquire and/or construct hotels, inns, restaurants, cafes, shops or other establishments of any sort, to exploit them, to take any right or interest in them or to let, sell or in any other way dispose of them
- (c) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (d) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with or may enhance the value of any other property of the Company.
- (e) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing
- (f) To apply for, register, purchase, or by other means require and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licenses, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to

improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (g) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- (h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company
- (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (j) (a) To lend and advance money and give or provide credit and financial accommodation to any person, firm or company and in particular (without limitation) to customers and others having dealings with the Company and any company which is a holding company or a subsidiary of the Company or a subsidiary of such holding company ("holding company" and "subsidiary" having the meanings respectively ascribed to them in Section 736 of The Companies Act 1985.)
- (b) Without prejudice to the generality of sub-paragraph (a) above to subordinate any debt owed or owing to the Company by any person, firm or company referred to in sub-paragraph (a) above on such terms and in such manner as the Company may in its absolute discretion think fit.
- (k) To guarantee in any manner the payment of any moneys, the discharge of any debts and liabilities and the performance of any kind of obligation whether current or future by any person, firm or corporation wherever resident, formed or incorporated, including, but without limitation, any corporation which is a holding company, a subsidiary or a fellow subsidiary of the Company, to give any kind of

indemnity or other undertaking in relation to the foregoing, to secure any such guarantee, indemnity or undertaking or the payment, discharge and performance of any such moneys, debts, liabilities and obligations by any mortgage, charge, pledge lien or other security of any kind upon the whole or any part of the undertaking, property and assets of the Company, present and future, wherever situate, including its uncalled capital, and without prejudice to the generality of the preceding words, to enter into any such transaction in relation to any debenture stock, loan stock, bonds, notes or other securities which have been or may be issued or allotted (whether in England or elsewhere) by any person, firm or corporation, and to effect all kinds of similar transactions under the laws of England or any other country or territory.

- 7
- (l) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, whether by the Company or any third party and with or without consideration by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other company of any obligation or liability it may undertake
 - (m) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
 - (n) To subscribe for, take, purchase, or otherwise acquire and hold share or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
 - (o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
 - (p) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or Securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
 - (q) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to

pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of the Company.

- (r) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children, or other relatives or dependants of such persons; to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children, or other relatives or dependants.
- (s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business operations which may appear likely or assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (u) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this company or of which this company may have the power of disposing.
- (v) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (w) To establish, maintain, manage, support and contribute to any schemes for the acquisition of shares in the Company or its holding company by or for the benefit of any individuals who are or were at any time in the employment of, or directors or officers of:-
 - (i) the Company; or

- (ii) any company which is or was its holding company or is or was a subsidiary of the Company or any such holding company; or
- (iii) any other company or former company connected or associated in any way the company or with the whole or any part of its undertaking,

and to lend money to any such individuals or to trustees on behalf of such individuals to enable them to acquire shares in the Company or in its holding company and to establish, maintain, manage and support (financially or otherwise) any schemes for sharing profits of the Company or any other such company as aforesaid with any such individuals.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £300,000,000* divided into three hundred million shares of one pound each.

- * Share Capital increased from £1,000 following the passing of an Ordinary Resolution at an Extraordinary General Meeting of the Company duly convened and held on 28th October 1988.

WE, the several persons whose Names and Addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER
<p>ARTHUR EDWARD COTTRELL Orchard End Farm Hazelmere Bucks</p> <p><u>Company Director</u></p>	<p>ONE</p>
<p>MICHAEL JOHN FERNLEY 20 Byron Avenue Cranford Middlesex</p> <p><u>Airline Catering Officer</u></p>	<p>ONE</p>
<p>Total shares taken</p>	<p>Two</p>

DATED this 17th day of July 1963

Witness to the above Signatures:

C. JOY
2 Bath Road
Hounslow
Middlesex

Chartered Accountant