



CERTIFICATE OF INCORPORATION

No. 1034422

I hereby certify that

GOODREWS (HOLDINGS) LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the

13TH DECEMBER 1971

F. L. Knight
(F. L. KNIGHT)

Assistant Registrar of Companies

1034422

THE COMPANIES ACTS 1948 to 1967

DECLARATION of Compliance with the requirements of the
Companies Act 1948 on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948

GOODHEWS (HOLDINGS)

Insert the
Name of the
Company.

LIMITED

Presented by

Crossman, Block & Keith,

16 Theobald's Road,

Gray's Inn, London, WC1 8PJ.

Presentor's Reference CCB/11

Form No. 41
(No filing fee payable)

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA;
19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street,
Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

Companies 6c

F10360.19-3-08

24 DEC 1967 [P.T.O.]
22

I, CHRISTOPHER CHARLES BELL

of 16 Theobald's Road, Gray's Inn, London, WC1 8PJ

Do solemnly and sincerely declare that I am ("") Solicitor

Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

of The Supreme Court engaged in the formation of

Goodhews (Holdings) Limited,

And that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 22, Theobald's Road
London WC1.

the 19th day of November
one thousand nine hundred and nineteen
one

Before me,



Commissioner for Oaths [For Notary Public or
Justice of the Peace]

Note.—This Origin is reserved for binding and must not be written across.

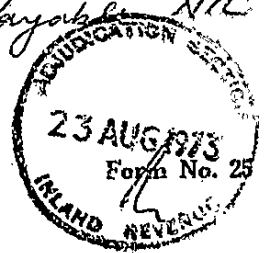
Re 90593/72

Cypr: 90593/72
CCS payable NIL

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Number of Company



THE STAMP ACT 1891

(54 & 55 Vict., Ch. 39)

COMPANY LIMITED BY SHARES

Statement of the Nominal Capital

OF

GOODHEWS (HOLDINGS)

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933

NOTE:- The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100

Presented by

Our Ref: CCB/11

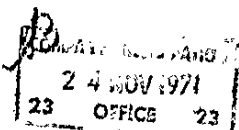
Crossman, Block & Keith,

16 Theobald's Road, Gray's Inn, WC1 8PJ.

F. S. MOORE LTD.

Law Stationers & Printers, 33-34 Chancery Lane, London, W.C.2

Telephone: HOLborn 2866



THE NOMINAL CAPITAL

OF

GOODHEWS (HOLDINGS)
LIMITED

is £ 150,000, divided into 150,000 ✓

Shares of £1.00 each.

Signature

(State whether Director,
Manager, or Secretary) Director and Secretary

Dated the 18th day of November 1971

Reserve for binding

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THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Goodhews (Holdings) Limited.

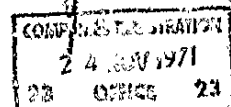
1. The name of the Company is GOODHEWS (HOLDINGS) LIMITED.

2. The Registered Office of the Company will be situate in England.

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

(A) To carry on the business of an investment holding company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations, securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, dependent, municipal, local or otherwise in any part of the world.

(B) To acquire any such shares, stocks, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in



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syndicates or otherwise and whether or not fully paid up and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

- (C) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issue or nominal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (D) To acquire the whole of the issued share capital of Goodhews (Holdings).
- (E) To carry on the business of licenced victuallers, club proprietors for social, athletic or games purposes, wine, beer and spirit merchants, hotel, restaurant, cafe, tea-shop, tavern, beer house and refreshment room keepers, tobacconists, vendors and purveyors of all articles of food, medicated wines and liqueurs and generally (without restriction by reference to the foregoing specific enumeration) to buy, sell and deal in all and any articles of food and drink which are commonly or may profitably or conveniently be dealt in by persons carrying on any of the foregoing businesses; and also to carry on the business of purveyors and caterers for public amusement, entertainers, sports club or ground proprietors, contractors for balls, parties, dances, dinners, luncheons, teas and public or private functions at any place or places in England including the provision of music; and to carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

- (F) To apply for and hold and to take, transfer in the name of the Company and/or any Director or Directors or officer of the Company either alone or in conjunction with another or others any licence or licences granted or to be granted under the provisions of the Licencing Act 1964 or any Act present or future regulating wholly or in part the grant or transfer of Licences for the sale of intoxicating liquor in any form or subject to any conditions or licences for the keeping and carrying on of any business which the Company is authorised to carry on either as principals or agents or in participation with others.
- (G) To purchase, take on lease or in exchange or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purpose of its business and to construct, maintain, alter, enlarge, pull down and remove or replace any buildings or works necessary or convenient for the purposes of the Company.
- (H) 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 this 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 any arrangement for sharing profits or for co-operation 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 or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- (I) To promote any other company or companies for the purpose of its or their acquiring all or any of the property and rights and

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undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of the property or business of this Company and to pay all the expenses of or incidental to such promotion.

- (J) To manufacture, sell, treat and deal in all kinds of commodities, substances, materials, articles and things necessary or useful for carrying on any of the businesses of the Company or in or for any of the operations of the Company.
- (K) To sell or otherwise dispose of the whole or any part of the undertaking 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. Provided that no surplus arising upon any such sale shall be available for distribution through the profit and loss account.
- (L) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (M) To lend money to persons or companies on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to act as surety for and guarantee the performance of contracts by any persons or companies.
- (N) 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 or raised by mortgage, charge or lien upon the undertaking and 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 of any obligation or liability it may undertake.

(5)

- (O) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
- (P) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise mortgage, 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.
- (Q) To subscribe for, take, purchase or otherwise acquire and hold any shares or other interest 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 conducted so as directly or indirectly to benefit this Company.
- (R) 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.
- (S) To remunerate any person, firm or company, rendering service to the Company whether 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.
- (T) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital including brokerage and commission for obtaining application for or taking, placing or underwriting shares, debentures or debenture stock.
- (U) To enter into any arrangement with any government or authority supreme, municipal,

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local or otherwise and to obtain from any such government or authority any rights, concessions or privileges that may seem conducive to the attainment of the Company's objects or any of them.

- (V) To establish and support or aid in the establishment and support of clubs, associations, funds, trusts and conveniences, calculated to benefit existing or former employees, Officers or Directors of the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and generally to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (W) To distribute among the Members of the Company in kind any of the 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.
- (X) To carry out all or any of the foregoing objects as Principals or Agents or in partnership, co-operation or conjunction with any other person, firm, association or company and in any part of the world, and to procure the Company to be registered or recognised in any country or place.
- (Y) To do all such other things as may be incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each of the preceding sub-clauses shall be construed independently of and shall be in no way limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is £150,000 divided into Ordinary Shares of One Pound each.

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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.	Number of Shares taken by each Subscriber. (In Words)
Martin Graham Emmison <i>Solicitor</i> of 16 Theobald's Road, Gray's Inn, London W.C.1.	One
Simon A. A. Block, (SIMON ANTHONY ALLEN BLOCK) of 16 Theobald's Road. as above. <i>Solicitor.</i>	One.

DATED this 18th day of November, 1971.

WITNESS to the above Signatures:-

C.C. Bell
16 Theobalds Rd.
London W.C.1
Solicitor

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

Goodhews (Holdings) Limited.

PRELIMINARY

1. The Company shall be a Private Company within the meaning of the Companies Act, 1948, and the Regulations contained in Part I and Part II of Table A in the First Schedule to the Act (hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby. The Clauses of Part I of Table A numbered 3, 24, 40 to 43 inclusive, 53, 75, 84(2), 88, 95, 99, 100, 106 and 118 shall not apply to the Company and in lieu thereof and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

SHARES

2. The Share Capital of the Company is £150,000 divided into 63321 "A" Ordinary Shares of £1 each, 63321 "B" Ordinary Shares of £1 each and 23358 "C" Ordinary Shares of £1 each.

3. Subject to the provisions of Section 58 of the Act, any Preference Shares may, with the sanction of a special resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

4. Subject to the provisions of any agreement binding on the Company, and in case of shares

other than those constituting the original capital of the Company subject to any directions contained in the resolution of the Company creating the same, the shares of the Company, whether forming part of the original capital of the Company or subsequently created, shall be under the control of the Directors who may allot and dispose of or grant options over them to such person and on such terms as the Directors think fit.

5. The lien conferred by Clause 11 of Part I of Table A shall extend to fully paid Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

TRANSFER OF SHARES

6. (A) Save as otherwise hereinafter provided no member (hereinafter called "the retiring member") shall be entitled to transfer any shares whether by way of sale or otherwise without first causing the same to be offered to the other members of the Company at the fair value in accordance with the provisions of this Clause.

(B) In order to ascertain whether any other members of the Company are willing to purchase the shares at the fair value the retiring member shall give a notice in writing (hereinafter referred to as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers (if any) of the shares which the retiring member desires to sell and shall constitute the Company the agent of the retiring member for the sale of such shares to the other members of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

(C) The Directors shall with a view to finding members willing to purchase the shares (hereinafter referred to as "the purchasing members") offer the shares comprised in a sale notice in the following manner:-

Firstly to the persons (which expression shall include their successors in title referred to in sub-clause (J) below) who on the incorporation of the Company were allotted shares of the same class as those being offered for sale as nearly as

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may be in proportion to their holdings of shares of that class at the time of the offer and shall limit a time within which such offer if not accepted will be deemed to be declined.

Secondly to all other members of the Company as nearly as may be in proportion to their total holdings of shares other than those of the class being offered for sale and the Directors shall limit a time in which such offer if not accepted will be deemed to be declined.

The Directors shall make such arrangements as they think just and reasonable as regards the finding of purchasing members for any shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid.

(D) If the Company shall within twenty-eight days after service of a sale notice find purchasing members in respect of all or any of the shares comprised therein it shall give notice thereof to the retiring member and the retiring member shall be bound upon payment of the fair value to transfer the shares to such purchasing members who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice.

(E) The fair value shall be fixed by the Auditors for the time being of the Company and the sum so fixed shall for the purposes of this Clause be deemed to be the fair value of any share comprised in such notice.

(F) In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid the Directors may authorise some person to execute a transfer of the shares to the purchasing members and may give a good receipt for the purchase price of such shares and may register the purchasing members as holders thereof and issue to them certificates for the same and thereupon the purchasing members shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the said purchase price without interest and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

(G) If the Directors shall not within the space of twenty eight days after service of a sale notice find purchasing members for all of the shares comprised therein or if through no default of the retiring member the purchase of any shares shall not be completed within twenty one days after the service on the retiring member of the notice provided for by sub-clause (D) hereof the retiring member shall at any time within six months after the expiry of the said twenty eight days or the service on him of the said notice as the case may be be at liberty, subject to the provisions of Clause 3 of Part II of Table A to transfer to any person as he may wish (and in the case of a sale at any price) the shares in respect of which no purchasing member was found or in respect of which the sale was not completed as aforesaid.

(H) The provisions of Clause 3 of Part II of Table A shall not apply to any transfer to a purchasing member in accordance with the provisions of this Clause.

(I) The provisions of this Clause shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a member and who wishes either to transfer such share or himself to be registered in respect thereof.

(J) Notwithstanding anything hereinbefore contained in this Clause a share may be transferred (subject to the provisions of Clause 3 of Part II of Table A) to the spouse or lineal descendant or brother or sister of a member or deceased or bankrupt member without first being offered to the other members of the Company in accordance with the provisions of this Clause.

BORROWING POWERS

7. The Directors may exercise all the powers conferred upon them by Clause 79 of Part I of Table A without any limit on the amount for the time being remaining undischarged of moneys so borrowed or secured and the proviso limiting such amount contained in that Clause shall not apply.

NOTICES OF MEETINGS

8. In any notice calling a meeting of the Company or of any class of members of the Company there

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shall appear with reasonable prominence the state-
 ment with regard to proxies required by Section
 136(2) of the Act.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the meeting and paragraphs (b) (c) and (d) of Clause 58 of Part I of Table A shall be modified accordingly.

DIRECTORS

10. Until otherwise determined by the Company in General Meeting the number of Directors (excluding alternate Directors) may be any number not less than four nor more than six.

11. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

12. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Subject to Clause 95 hereof and to Clause 96 of Part I of Table A a Director may be appointed under this Clause to hold office for life or any other period or upon such terms as to the rotation of his retirement as the Directors shall at the time of his appointment determine. A Director appointed to hold office for life or any other fixed period shall not during that period be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors.

DISQUALIFICATION OF DIRECTORS

13. The office of a Director shall be vacated :-

- (A) If he becomes bankrupt or insolvent or compounds with his creditors;
- (B) If he becomes of unsound mind or is found a lunatic;

- (C) If he ceases to hold any necessary Share qualification or does not obtain the same within one calendar month from the date of his appointment;
- (D) If he becomes prohibited from being a Director by reason of any order made under Section 188 of the Act;
- (E) If he resigns his office by notice in writing to the Company.

14. Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 199 of the Act he shall be counted in the quorum at any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

PROCEEDINGS OF DIRECTORS

15. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and until so fixed, shall, except when one Director only is in office be two. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by the regulations of the Company are conferred on the Board of Directors.

16. A resolution determined on without any Meeting of Directors and evidenced by writing under the hands of all the Directors or a sole Director shall be as valid and effectual for all purposes as a resolution of the Directors passed at a Meeting duly convened, held and constituted.

ALTERNATE DIRECTORS

17. A Director other than a sole Director who for any reason considers that he is unlikely to be able to attend meetings of the Board of Directors, may, with the approval of the other Directors, by writing appoint any person to be an alternate Director in his place for a period not exceeding six months on any one occasion. The person so appointed shall not be required to hold any qualification share and shall be entitled to receive notices of and to attend and vote at meetings of the Board and shall automatically vacate

his office on the expiration of the term for or the happening of the event until which he is by the terms of his appointment to hold office or if the appointor in writing revokes the appointment or himself ceases for any reason to hold office as a Director. An appointment of an alternate Director under this Clause shall not prejudice the right of the appointor to receive notices of and to attend and vote at meetings of the Board and the powers of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a meeting of the Board.

DIVIDENDS

18. Subject to any special rights attaching to any class of shares, dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall for this purpose be treated as paid on the share.

NOTICES

19. The persons mentioned in paragraph (b) of Clause 134 of Part I of Table A (being the persons on whom the ownership of a share devolves as personal representative or trustee in bankruptcy of a member) shall not, unless and until they become members of the Company, be entitled to receive notices of meetings of the Company.

Names, Addresses and Descriptions of Subscribers.

Martin Graham Emison
Solicitor
of 16 Theobald's Road,
Cray's Inn,
London W.C.1.

Simon A. A. Block.

(Simon Anthony) Ashton Block)
of 16 Theobald's Road.
as above
Solicitor.

DATED this 18th day of November, 1971.

WITNESS to the above Signatures:-

C.C. Bell
16 Theobalds Rd
London W.C.1
Solicitor