

**G****COMPANIES FORM No. 12****Statutory Declaration of compliance  
with requirements on application  
for registration of a company****12**Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

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205731
--------

Name of company

\*insert full name  
of company

\* KENTLAKE LIMITED

I, MICHAEL JOHN HOPE, signing on behalf of London Law Secretarial Limited \_\_\_\_\_  
of 84 Temple Chambers, \_\_\_\_\_  
Temple Avenue, \_\_\_\_\_  
London EC4Y 0HP \_\_\_\_\_

do solemnly and sincerely declare that I am a person named as secretary of the company in the statement  
delivered to the registrar under section 10(2) and that all the requirements of the above Act in respect of  
the registration of the above company and of matters precedent and incidental to it 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 Temple Chambers,  
Temple Avenue,  
in the City of London.

Declarant to sign below

the 15th day of May

One thousand nine hundred and ninety

before me

A Commissioner for Oaths/

~~A Solicitor having the powers conferred on a Commissioner for Oaths~~

M.J. Hope

Presenter's name address and  
reference (if any):

The London Law Agency Limited  
84 Temple Chambers,  
Temple Avenue,  
London, EC4Y 0HP  
Telephone: 01-353 9471  
Telex: 23553

For official use

New Companies Section

Post room

THE LAW SERVICES  
ASSOCIATION**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

**G****COMPANIES FORM No. 10****Statement of first directors  
and secretary and intended  
situation of registered office****10**Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\*Insert full name  
of company

Name of company

\* KENTLAKE LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

84 Temple Chambers,  
Temple Avenue,  
LONDON

Postcode

EC4Y 0HP

If the memorandum is delivered by an agent for the subscribers of the  
memorandum please mark 'X' in the box opposite and insert  
the agent's name and address below

X

The London Law Agency Limited,  
84 Temple Chambers,  
Temple Avenue,  
LONDON

Postcode

EC4Y 0HP

Number of continuation sheets attached (see note 1)

Presenter's name, address and  
reference (if any):The London Law Agency Limited  
84 Temple Chambers,  
Temple Avenue,  
London, EC4Y 0HP  
Telephone: 01-353 9471  
Telex: 23553For official use  
General Section

Post room

THE LAW SERVICES  
ASSOCIATION**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) London Law Services Limited		Business occupation	
		Limited Company	
Previous name(s) (note 3) None		Nationality	
Address (note 4) 84 Temple Chambers		English Registered	
Temple Avenue		Date of birth (where applicable)	
LONDON	Postcode	(note 6)	
EC4Y 0HP			
Other directorships † None			
I consent to act as director of the company named on page 1			
Signature		(Authorised Signatory) Date 1st May 1990	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please complete legibly, preferably in black type, or bold block lettering

Name (notes 3 & 7)		London Law Secretarial Limited	
Previous name(s) (note 3)		None	
Address (notes 4 & 7)		84 Temple Chambers	
Temple Avenue		London	
		Postcode	EC4Y 0HP
I consent to act as secretary of the company named on page 1			
Signature		(Authorised Signatory) Date 1st May 1990	

Agents for and on behalf of the Company  
The London Law Agency Limited

Signature of agent on behalf of subscribers

Date 1st May 1990

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

-----  
A PRIVATE COMPANY LIMITED BY SHARES

2505731

-----  
MEMORANDUM OF ASSOCIATION

OF

KENTLAKE LIMITED  
-----

1. The Company's name is "KENTLAKE LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
  - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

OB019

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to the above objects or any of them.


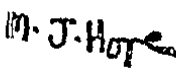
And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.




We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p>For and on behalf of LONDON LAW SERVICES LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP. </p> <p>For and on behalf of LONDON LAW SECRETARIAL LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP. </p>	<p>One</p> <p>One</p>
Total Shares taken	Two

Dated the 1st day of May, 1990.

Witness to the above Signatures:-

  
COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

---

A PRIVATE COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

OF

KENTLAKE LIMITED

---

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share 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 person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

## GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

## DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. 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; and Clause 89 of Table A shall be modified accordingly.

8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

## INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

## TRANSFER OF SHARES

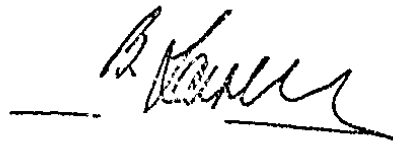
12. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share; and Clause 24 of Table A shall be modified accordingly.

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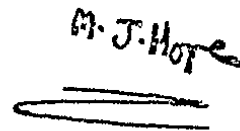
NAMES AND ADDRESSES OF SUBSCRIBERS

---

For and on behalf of  
LONDON LAW SERVICES LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.



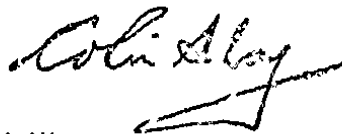
For and on behalf of  
LONDON LAW SECRETARIAL LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.



---

Dated the 1st day of May, 1990.

Witness to the above Signatures:-



COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2505731

I hereby certify that

**KENTLAKE LIMITED**

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 24 MAY 1990

*P. A. JOSEPH*  
P. A. JOSEPH

an authorised officer

Company No: 2505731

THE COMPANIES ACTS 1985 - 1989



COMPANY LIMITED BY SHARES

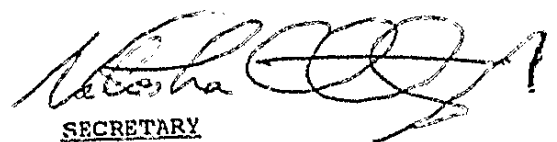
WRITTEN SPECIAL RESOLUTION OF MEMBERS OF  
KENTLAKE LIMITED

(Passed on 20th July 1990)

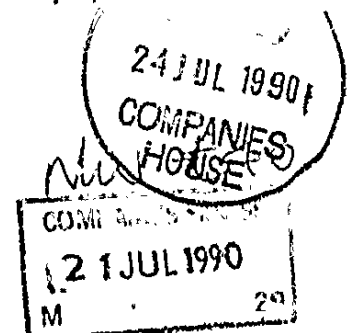
The following resolution was duly passed as a special resolution in writing of the Company signed by each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present, pursuant to Regulation 53 of Table A to the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) incorporated into the Company's Articles of Association:

SPECIAL RESOLUTION:-

THAT the name of the Company be changed to "BET CATERING SERVICES LIMITED".

  
SECRETARY

Date: 20/7/90



NLES1

045827

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2505731

I hereby certify that

**KENTLAKE LIMITED**

having by special resolution changed its name,  
is now incorporated under the name of

**BET CATERING SERVICES LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 31 JULY 1990

*M. Rose*  
M. ROSE

an authorised officer



COMPANIES FORM No. 224

**Notice of accounting reference date**  
(to be delivered within 6 months of  
incorporation)

**224**

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

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2505731
---------

Name of company

* KENTLAKE LIMITED
--------------------

\* Insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be treated as  
coming to an end in each successive year is as shown below:

Important  
The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3	1	0	3
---	---	---	---

5 April  
Day Month

0	5	0	4
---	---	---	---

30 June  
Day Month

3	0	0	6
---	---	---	---

31 December  
Day Month

3	1	1	2
---	---	---	---

† Delete as  
appropriate

Signed

[Director]

[Secretary]

† Date

20th July 1990

Presentor's name address and  
reference (if any):

Waltons & Morse  
Plantation House  
31-35 Fenchurch Street  
London EC3M 3NN

NLE/5012198/NDT

For official Use

General Section

Post room



THE LAW SERVICES  
ASSOCIATION

**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-853 9471 (10 lines)



# G

COMPANIES FORM No. 123

## Notice of increase in nominal capital

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--	--

2505731

Name of company

\* BET CATERING SERVIICES LIMITED

\*Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 3rd September 1990 the nominal capital of the company has been  
increased by £ 99,900 beyond the registered capital of £ 100.

†The copy must be  
printed or in some  
other form approved  
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

Please see new Articles of Association

Please tick here if  
continued overleaf

☐

Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed [Signature] Designation SECRETARY Date 3/9/90

Presenter's name, address and  
reference (if any):

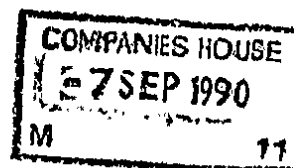
Waltons & Morse  
Plantation House  
31-35 Fenchurch Street  
London EC3M 3NN

NLE/5012198/NDT

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1987 Edition  
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THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTIONS OF MEMBERS OF  
BET CATERING SERVICES LIMITED

(Passed on *3rd September* 1990)

The following resolutions were duly passed as special resolutions in writing of the Company signed by each Member who would have been entitled to vote upon them if they had been proposed at a general meeting at which he was present, pursuant to Regulation 53 of Table A to the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) incorporated into the Company's Articles of Association:

SPECIAL RESOLUTIONS

- (1) THAT the provisions of the Memorandum of Association relating to the objects of the Company be amended by the deletion of clause 3(A) and by the substitution therefor of the clause numbered 3(A) contained in the printed document attached hereto and for the purposes of identification marked "A" and signed by a Director.
2. (A) THAT the authorised share capital of the Company be increased to £100,000 by the creation of an additional 99,900 Shares of £1 each having the respective rights and privileges and being subject to the respective restrictions set out in the new Articles of Association of the Company to be adopted pursuant to paragraph (B) of this Resolution.
- (B) THAT the regulations contained in the printed document attached hereto and for the purposes of identification marked "B" and signed by a Director be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

*Natasha [Signature]*  
Secretary

Date: 3/9/1990



*Handwritten signature*

(A) To carry on all or any of the business of caterers and refreshment contractors (and, in particular, (but not by way of limitation) to provide comprehensive industrial catering services of all kinds to businesses, government departments, local authorities, health authorities, factories, hospitals, stores, private and public associations, offices and all establishments of a similar nature), to carry on business as proprietors of restaurants, cafes, sandwich bars, shops, kiosks, hotels, motels, casinos, clubs, and discotheques, fast food and take away establishments, licensed victuallers, distributors of, and dealers in cooked, uncooked, prepacked, and prepared foods, meats, preserves, provisions and comestibles of all kinds, ice-creams, wines, spirits, beer, soft drinks, beverages, cigars, cigarettes, tobacco, fruit, flowers and other table decorations, and articles of all kinds, manufacturers, wholesalers and retailers of catering equipment, and requisites of every description, bakers, pastrycooks, confectioners, grocers and provision merchants, proprietors of halls, conference and exhibition centres, and places of amusement and entertainment, caterers for public and private amusements; to provide mobile catering services of all kinds and generally to do all things ancillary to the above.

105731

THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

- of -

BET CATERING SERVICES LIMITED  
(adopted by Special Resolution passed on 3rd September 1990)

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PRELIMINARY

1. A. The Regulations set out in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (as amended) (such Table being hereinafter called "Table A") shall apply to the Company, save in so far as they are excluded or varied hereby. The Clauses of Table A numbered 3, 35, 46, 64, 73 to 81 inclusive, 104 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.

B. In these Articles: "The Agreement" shall mean an Agreement dated 3rd September 1990 between Rezayat America Incorporated, BET Developments Limited, the Company and BET Public Limited Company.

SHARE CAPITAL AND SHARES

2. The share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each. The said shares, when issued and registered in the respective names appearing below, shall be divided into two classes as follows:-

<u>Number of Shares</u>	<u>Distinctive Numbers (all inclusive)</u>	<u>Holder</u>	<u>Class of Shares</u>
75,000	1-75,000	BET Developments Limited	B Shares
25,000	75,001-100,000	Rezayat America Incorporated	A Shares

The said classes shall have attached thereto the special rights and privileges with regard to the appointment and removal of Directors but for all other purposes shall be identical Ordinary Shares and shall rank equally with each other accordingly.

3. The Directors are authorised in accordance with Section 80 of the Companies Act 1985 to allot the shares referred to in Article 2 above (or those thereof which are for the time being unissued) to the persons and the amounts specified in Article 2 provided that the maximum amount of



relevant securities which may be allotted pursuant to this authority shall not exceed £100,000. This authority shall continue until the 31st December 1990 and to the extent that it has not been exercised by that date shall then expire. No further or other authority under the said Section is hereby conferred. Sections 89(1) and 90 of the Companies Act 1985 shall not apply to allotments of equity securities made in accordance with the foregoing authority.

4. The Company does not have power to issue share warrants to bearer.

#### TRANSFER OF SHARES

5. No Shareholder holding shares of any class shall be entitled to transfer any share in that class unless he transfers at the same time and to the same transferee all the remaining shares of that class.

6. All of the shares of one class may be transferred by a Shareholder by way of an Exempted Transfer. For the purposes hereof an Exempted Transfer means a transfer to an Associated Company of the transferor and a company shall be deemed to be an Associated Company of another company if (i) it is that other's subsidiary (as defined in Section 144 Companies Act 1989 or any statutory modification or re-enactment thereof) or if that other company is the first company's subsidiary (as so defined) or if both are subsidiaries (as so defined) of the same body corporate, or (ii) both companies are ultimately owned or controlled directly or indirectly by the same persons.

7. In this paragraph the expressions "Principal" and "Holder" mean in relation to the "A" Shares, Rezayat America Incorporated and the member for the time being holding the "A" Shares respectively and in relation to the "B" Shares, BET Developments Limited and the member for the time being holding the "B" Shares respectively. If the Holder ceases to be an Associated Company of the Principal it will immediately notify the Company thereof and may, subject to the provisions of this Article, transfer the shares to the Principal or another company which is an Associated Company of the Principal and any such transfer will be deemed to be an Exempted Transfer in accordance with Article 6. If no such transfer is presented to the Company for registration within one month after the Board has become aware (whether by such notice or otherwise) of such cessation of association it shall notify the Holder and the other member that the Shares are required to be transferred. Upon such notification being given the Holder will be deemed to have given at the same time a Transfer Notice under Article 8. The provisions of Article 8 and Articles 9 to 15 will then apply save that Article 10 will not apply. A Transfer Notice deemed to be given under this Article will be irrevocable.

8. Any Shareholder desiring to transfer (other than by way of an Exempted Transfer) its shares in the Company ("the Proposed Transferor") shall give notice in writing ("a Transfer Notice") of such desire to the other Shareholder ("the Proposed Transferee"). A Transfer Notice shall constitute an offer to sell such shares to the Proposed Transferee at the fair value to be determined as hereinafter specified (hereinafter referred to as "the Prescribed Price").

9. Within 30 days of the giving or deemed giving of a Transfer Notice the Shareholders shall endeavour to agree the Prescribed Price of the Shares the subject of a Transfer Notice (the Prescribed Price being for this

purpose the open market value thereof at the date of the Transfer Notice on the basis of a sale (not being a forced sale) between a willing buyer and willing seller and disregarding the fact that the shareholding represents a minority or majority or controlling interest in the Company, as the case may be). In the event of failure by the Shareholders to agree the Prescribed Price within such time limit then the auditors of each of the Shareholders shall seek to agree the Prescribed Price of the shares on the same basis within the next ensuing 30 days. In the event that the auditors of each of the Shareholders shall fail to agree the Prescribed Price within such time limit then the matter shall be referred to an independent firm of Chartered Accountants agreed by the Shareholders, or failing agreement within 21 days, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, which shall determine the Prescribed Price of the shares on the same basis. In determining such Prescribed Price the independent firm shall act as expert not as arbitrator, and its certificate shall be conclusive, final and binding on the Shareholders and the Company.

10. A Transfer Notice once given or deemed to be given shall not be revocable except

- (i) with the consent of the Proposed Transferee or
- (ii) within seven days of notice of the Prescribed Price being received by the Proposed Transferor.

If after having revoked a Transfer Notice as aforesaid the Proposed Transferor shall subsequently propose to transfer any shares then the provisions of these Articles shall also apply to that proposed transfer.

11. If the offer made pursuant to the Transfer Notice shall be accepted within 28 days after the date of service of such Transfer Notice or the date on which the Prescribed Price is determined, whichever is the later, the Proposed Transferor shall be bound upon the Prescribed Price being paid as hereinafter mentioned to transfer the shares to the Proposed Transferee.

12. If in any case the Proposed Transferor refuses or neglects on tender of the Prescribed Price to transfer any share which he has become bound to transfer as aforesaid, the Proposed Transferee shall be deemed to have been appointed as his attorney with full power to execute complete and deliver in the name and on behalf of the Proposed Transferor a transfer of the shares to himself or his nominee and the Proposed Transferee may pay into a bank account of the Company the Prescribed Price and thereupon he shall be deemed to have obtained a good receipt in respect of such payment and the Proposed Transferee may thereupon insist upon his name (or the name of any such nominee as aforesaid) being entered in the register of members as the holder by transfer of the shares purchased by him.

13. The Company shall hold any money paid into any bank account in its name pursuant to Article 12 hereof upon trust for the Proposed Transferor.

14. If the shares comprised in a Transfer Notice are not acquired by the Proposed Transferee the same may be transferred after the expiration of the said period of 28 days, but not later than six months thereafter, to any person approved by the Board at a price not less than the Prescribed Price. If such shares shall not have been transferred at the end of such six month

period, the provisions of these Articles shall again apply thereto.

15. The Directors shall refuse to register any transfer of a share which is not made in accordance with the above provisions.

#### NOTICE OF GENERAL MEETINGS

16. In Clause 38 of Table A the words "or a resolution appointing a person as a director" shall be deemed to be omitted and the words "in the case of special business" shall be deemed to be inserted immediately before the words "the general nature of the business to be transacted".

#### PROCEEDINGS AT GENERAL MEETING

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

18. At the end of Regulation 41 of Table A the following words shall be deemed to be added, namely:

"and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the meeting shall be dissolved".

19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairman; or

(b) by at least one Member present in person or by proxy.

20. A corporation which is a Member of the Company and which is represented at a meeting of the Company or of any class of Members of the Company by a duly authorised representative pursuant to Section 375 of the Companies Act 1985 shall be deemed to be present in person at that meeting.

#### DIRECTORS

21. The number of Directors shall not be less than two nor more than seven.

22. None of the provisions of Section 293 of the Companies Act 1985 shall apply to the Company.

23. A Director need not be a Member of the Company, but shall be entitled

to attend and speak at General Meetings.

24. The holders for the time being of the A and B Shares respectively shall in each case be entitled to appoint up to three Directors of the Company (hereinafter respectively called 'A' and 'B' Directors) and to remove any such appointee, and if from any cause any person so appointed as a Director shall cease to hold office as such, the holder or holders for the time being of the class of shares by the holder or holders of which he was appointed shall be entitled to appoint another person to be a Director in his place. Any such appointment or removal shall be made by notice in writing signed by the holder for the time being of all the issued shares of the class concerned or (if such shares are held by more than one person) by the holder or holders for the time being of a majority of such shares. The holders for the time being of the A and B Shares respectively shall be entitled by notice in writing to the Company to designate any of the Directors (up to a maximum of two each) holding office at the date of the adoption of this Article as their respective appointees for the purposes of this Article.

25. The Directors shall have power to appoint one person to be an additional Director of the Company who may act as chief executive of the Company (or to fill any casual vacancy in such office) but so that the total number of Directors shall not exceed the maximum number fixed as hereinbefore provided.

#### DISQUALIFICATION OF DIRECTORS

26. The office of a Director shall be vacated if the Director:-

- (a) becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986 or becomes prohibited by law from being a Director; or
- (c) becomes a patient within the meaning of Section 94(2) of the Mental Health Act 1983 or any statutory modification or re-enactment thereof; or
- (d) resigns his office by notice in writing to the Company; or
- (e) is removed or ceases to be a Director pursuant to Article 24.

#### PROCEEDINGS OF DIRECTORS

27. In Regulation 91 of Table A the words "who shall be a 'B' Director" shall be deemed to be inserted after the words "one of their number" in both places where they occur.

28. Provided that a Director declares his interest in a contract or transaction or arrangement or proposed contract or transaction or arrangement with the Company in manner provided by Section 317 of the



Companies Act 1985 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. Clauses 94 to 97 inclusive of Table A shall be deemed to be modified accordingly.

29. At all times the aggregate number of votes to which "B" Directors (including their alternates) are entitled at any Board meeting (exclusive of the chairman's casting vote) shall be equal to the aggregate number of votes to which the remaining Directors (including their alternates) are entitled and Clause 88 of Table A shall be deemed to be modified accordingly.

30. In the case of an equality of votes at any meeting of the Board or of the Shareholders of the Company on a resolution concerning any matter other than those specified or referred to in Clauses 7.1 or 7.2 of the Agreement the chairman of the meeting who shall be a "B" Director shall be entitled to a second or casting vote and Clauses 42, 50 and 88 of Table A shall be deemed to be modified accordingly.

#### DIVIDENDS AND RESERVE

31. The Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company available for distribution may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits of the Company available for distribution which they may think prudent not to divide.

32. Except as otherwise provided by the rights attached to any shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid.

#### INDEMNITY

33. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Companies Act 1985.

THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989

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A PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

OF

BET CATERING SERVICES LIMITED

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1. \* The Company's name is "BET CATERING SERVICES LIMITED"

2. The Company's Registered Office is to be situated in England and Wales.

3.\*\* The Company's objects are:-

(A) To carry on all or any of the business of caterers and refreshment contractors (and, in particular, (but not by way of limitation) to provide comprehensive industrial catering services of all kinds to businesses, government departments, local authorities, health authorities, factories, hospitals, stores, private and public associations, offices and all establishments of a similar nature), to carry on business as proprietors of restaurants, cafes, sandwich bars, shops, kiosks, hotels, motels, casinos, clubs, and discotheques, fastfood and take away establishments, licensed victuallers, distributors of, and dealers in cooked, uncooked, prepacked, and prepared foods, meats, preserves, provisions and comestibles of all kinds, ice-creams, wines, spirits, beer, soft drinks, beverages, cigars, cigarettes, tobacco, fruit, flowers and other table decorations, and articles of all kinds, manufacturers, wholesalers and retailers of catering equipment, and requisites of every description, bakers, pastrycooks, confectioners, grocers and provision merchants, proprietors of halls, conference and exhibition centres, and places of amusement and entertainment, caterers for public and private amusements; to provide mobile catering services of all kinds and generally to do all things ancillary to the above.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in

\* The name of the Company was changed by a Special Resolution passed 20th July 1990

\*\* Clause 3(A) was adopted by a Special Resolution passed 3rd September 1990

connection with the Company's business of any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidize the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares of other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and the wives, widows, families and dependants of any such

persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments,

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any share, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person,

firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provision of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.

5.<sup>#</sup> The Company's share capital is £100 divided into 100 shares of £1 each.

<sup>#</sup> The authorised share capital of the Company was increased to £100,000 by a Special Resolution passed 3rd September 1990

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each subscriber
<p>LONDON LAW SERVICES LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP.</p> <p>LONDON LAW SECRETARIAL LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP</p>	<p>One</p> <p>One</p>
Total Shares taken	Two

Dated the 1st day of May, 1990

Witness to the above Signatures:-

COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP

Company no: 2505731

THE COMPANIES ACTS 1985 - 1989

SPECIAL RESOLUTION

OF

BET CATERING SERVICES LIMITED

ADOPTED ON

27TH OCTOBER 1993

By a written resolution of the shareholders dated 27th October 1993, the following resolution was passed as a special resolution of the Company:-

"That the articles of association of the Company be amended by:-

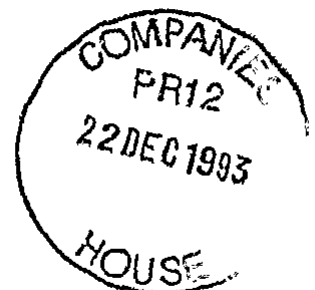
(a) adding at the end of article 5 the words "held by him"; and

(b) inserting the following new article 15A between the existing articles 15 and 16:

"15A The restrictions in articles 5 to 15 inclusive and in the first sentence of regulation 24 of Table A shall not apply to any transfer of shares in the Company made pursuant to the Charge Over Shares deed between High Seas Investments (Bermuda) Limited and BET Public Limited Company ("BET") dated 14th September 1993, including, but not limited to, any transfer of shares on the enforcement of a power of sale thereunder and any transfer of shares into the name of BET or its nominee."



DIRECTOR



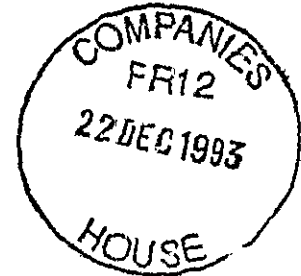
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BET CATERING SERVICES LIMITED

(amended by Special Resolution passed on 27th October 1993)



PRELIMINARY

1. A. The Regulations set out in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (as amended) (such Table being hereinafter called "Table A") shall apply to the Company, save in so far as they are excluded or varied hereby. The Clauses of Table A numbered 3, 35, 46, 64, 73 to 81 inclusive, 104 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.

B. In these Articles: "The Agreement" shall mean an Agreement dated 3rd September 1990 between Rezayat America Incorporated, BET Developments Limited, the Company and BET Public Limited Company.

SHARE CAPITAL AND SHARES

2. The share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each. The said shares, when issued and registered in the respective names appearing below, shall be divided into two classes as follows:-

<u>Number of Shares</u>	<u>Distinctive Numbers (all inclusive)</u>	<u>Holder</u>	<u>Class of Shares</u>
75,000	1-75,000	BET Developments Limited	B Shares
25,000	75,001-100,000	Rezayat America Incorporated	A Shares

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The said classes shall have attached thereto the special rights and privileges with regard to the appointment and removal of Directors but for all other purposes shall be identical Ordinary Shares and shall rank equally with each other accordingly.

3. The Directors are authorised in accordance with Section 80 of the Companies Act 1985 to allot the shares referred to in Article 2 above (or those thereof which are for the time being unissued) to the persons and in the amounts specified in Article 2 provided that the maximum amount of relevant securities which may be allotted pursuant to this authority shall not exceed £100,000. This authority shall continue until the 31st December 1990 and to the extent that it has not been exercised by that date shall then expire. No further or other authority under the said Section is hereby conferred. Sections 89(1) and 90 of the Companies Act 1985 shall not apply to allotments of equity securities made in accordance with the foregoing authority.

4. The Company does not have power to issue share warrants to bearer.

#### TRANSFER OF SHARES

5. No Shareholder holding shares of any class shall be entitled to transfer any share in that class unless he transfers at the same time and to the same transferee all the remaining shares of that class held by him.

6. All of the shares of one class may be transferred by a Shareholder by way of an Exempted Transfer. For the purposes hereof an Exempted Transfer means a transfer to an Associated Company of the transferor and a company shall be deemed to be an Associated Company of another company if (i) it is that other's subsidiary (as defined in Section 144 Companies Act 1989 or any statutory modification or re-enactment thereof) or if that other company is the first company's subsidiary (as so defined) or if both are subsidiaries (as so defined) of the same body corporate, or (ii) both companies are ultimately owned or controlled directly or indirectly by the same persons.

7. In this paragraph the expressions "Principal" and "Holder" mean in relation to the "A" Shares, Rezayat America Incorporated and the member for the time being holding the "A" Shares respectively and in relation to the "B" Shares, BET Developments Limited and the member for the time being holding the "B" Shares respectively. If the Holder ceases to be an Associated Company of the Principal it will immediately notify the Company thereof and may, subject to the provisions of this Article, transfer the shares to the Principal or another company which is an Associated Company of the Principal and any such transfer will be deemed to be an Exempted Transfer in accordance with Article 6. If no such transfer is presented to the Company for registration within one month after the Board has become aware (whether by such notice or otherwise) of such cessation of association it shall notify the Holder and the other member that the Shares are required to be transferred. Upon such notification being given the Holder will be deemed to have given at the same time a Transfer Notice under Article 8. The provisions of Article 8 and Articles 9 to 15 will then apply save that Article 10 will not apply. A Transfer Notice deemed to be given under this Article will be irrevocable.

8. Any Shareholder desiring to transfer (other than by way of an Exempted Transfer) its shares in the Company ("the Proposed Transferor") shall give notice in writing ("a Transfer Notice") of such desire to the other Shareholder ("the Proposed Transferee"). A Transfer Notice shall constitute an offer to sell such shares to the Proposed Transferee at the fair value to be determined as hereinafter specified (hereinafter referred to as "the Prescribed Price").

9. Within 30 days of the giving or deemed giving of a Transfer Notice the Shareholders shall endeavour to agree the Prescribed Price of the Shares the subject of a Transfer Notice (the Prescribed Price being for this purpose the open market value thereof at the date of the Transfer Notice on the basis of a sale (not being a forced sale) between a willing buyer and willing seller and disregarding the fact that the shareholding represents a minority or majority or controlling interest in the Company, as the case may be. In the event of failure by the Shareholders to agree the Prescribed Price within such time limit then the auditors of each of the Shareholders shall seek to agree the Prescribed Price of the shares on the same basis within the next ensuing 30 days. In the event that the auditors of the Shareholders shall fail to agree the Prescribed Price within such time limit then the matter shall be referred to an independent firm of Chartered Accountants agreed by the Shareholders, or failing agreement within 21 days, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, which shall determine the Prescribed Price of the shares on the same basis. In determining such Prescribed Price the independent firm shall act as expert not as arbitrator, and its certificate shall be conclusive, final and binding on the Shareholders and the Company.

10. A Transfer Notice once given or deemed to be given shall not be revocable except

- (i) with the consent of the Proposed Transferee or
- (ii) within seven days of notice of the Prescribed Price being received by the Proposed Transferor.

If after having revoked a Transfer Notice as aforesaid the Proposed Transferor shall subsequently propose to transfer any shares then the provisions of these Articles shall also apply to that proposed transfer.

11. If the offer made pursuant to the Transfer Notice shall be accepted within 28 days after the date of service of such Transfer Notice or the date on which the Prescribed Price is determined, whichever is the later, the Proposed Transferor shall be bound upon the Prescribed Price being paid as hereinafter mentioned to transfer the shares to the Proposed Transferee.

12. If in any case the Proposed Transferor refuses or neglects on tender of the Prescribed Price to transfer any share which he has become bound to transfer as aforesaid, the Proposed Transferee shall be deemed to have been appointed as his attorney with full power to execute complete and deliver in the name and on behalf of the Proposed Transferor a transfer of the shares to himself or his nominee and the Proposed Transferee may pay into a bank account of the Company the Prescribed Price and thereupon he shall be deemed to have obtained a good receipt in respect of such payment and the Proposed Transferee may thereupon insist upon his name (or the name of any

such nominee as aforesaid) being entered in the register of members as the holder by transfer of the shares purchased by him.

13. The Company shall hold any money paid into any bank account in its name pursuant to Article 12 hereof upon trust for the Proposed Transferor.

14. If the shares comprised in a Transfer Notice are not acquired by the Proposed Transferee the same may be transferred after the expiration of the said period of 28 days, but not later than six months thereafter, to any person approved by the Board at a price not less than the Prescribed Price. If such shares shall not have been transferred at the end of such six month period, the provisions of these Articles shall again apply thereto.

15. The Directors shall refuse to register any transfer of a share which is not made in accordance with the above provisions.

15A. The restrictions in articles 5 to 15 inclusive and in the first sentence of regulation 24 of Table A shall not apply to any transfer of shares in the Company made pursuant to the Charge Over Shares deed between High Seas Investments (Bermuda) Limited and BET Public Limited Company ("BET") dated 14th September 1993, including, but not limited to, any transfer of shares on the enforcement of a power of sale thereunder and any transfer of shares into the name of BET or its nominee.

#### NOTICE OF GENERAL MEETINGS

16. In Clause 38 of Table A the words "or a resolution appointing a person as a director" shall be deemed to be omitted and the words "in the case of special business" shall be deemed to be inserted immediately before the words "the general nature of the business to be transacted".

#### PROCEEDINGS AT GENERAL MEETING

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

18. At the end of Regulation 41 of Table A the following words shall be deemed to be added, namely:

"and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the meeting shall be dissolved".

19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairman; or

(b) by at least one Member present in person or by proxy.

20. A corporation which is a Member of the Company and which is represented at a meeting of the Company or of any class of Members of the Company by a duly authorised representative pursuant to Section 375 of the Companies Act 1985 shall be deemed to be present in person at that meeting.

#### DIRECTORS

21. The number of Directors shall not be less than two nor more than seven.

22. None of the provisions of Section 293 of the Companies Act 1985 shall apply to the Company.

23. A Director need not be a Member of the Company, but shall be entitled to attend and speak at General Meetings.

24. The holders for the time being of the A and B Shares respectively shall in each case be entitled to appoint up to three Directors of the Company (hereinafter respectively called 'A' and 'B' Directors) and to remove any such appointee, and if from any cause any person so appointed as a Director shall cease to hold office as such, the holder or holders for the time being of the class of shares by the holder or holders of which he was appointed shall be entitled to appoint another person to be a Director in his place. Any such appointment or removal shall be made by notice in writing signed by the holder for the time being of all the issued shares of the class concerned or (if such shares are held by more than one person) by the holder or holders for the time being of a majority of such shares. The holders for the time being of the A and B Shares respectively shall be entitled by notice in writing to the Company to designate any of the Directors (up to a maximum of two each) holding office at the date of the adoption of this Article as their respective appointees for the purposes of this Article.

25. The Directors shall have power to appoint one person to be an additional Director of the Company who may act as chief executive of the Company (or to fill any casual vacancy in such office) but so that the total number of Directors shall not exceed the maximum number fixed as hereinbefore provided.

#### DISQUALIFICATION OF DIRECTORS

26. The office of a Director shall be vacated if the Director:-

- (a) becomes bankrupt or has a receiving order made against him or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986 or becomes prohibited by law from being a Director; or

- (c) becomes a patient within the meaning of Section 94(2) of the Mental Health Act 1983 or any statutory modification or re-enactment thereof; or
- (d) resigns his office by notice in writing to the Company; or
- (e) is removed or ceases to be a Director pursuant to Article 24.

#### PROCEEDINGS OF DIRECTORS

27. In Regulation 91 of Table A the words "who shall be a 'B' Director" shall be deemed to be inserted after the words "one of their number" in both places where they occur.

28. Provided that a Director declares his interest in a contract or transaction or arrangement or proposed contract or transaction or arrangement with the Company in manner provided by Section 317 of the Companies Act 1985 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. Clauses 94 to 97 inclusive of Table A shall be deemed to be modified accordingly.

29. At all times the aggregate number of votes to which "B" Directors (including their alternates) are entitled at any Board meeting (exclusive of the chairman's casting vote) shall be equal to the aggregate number of votes to which the remaining Directors (including their alternates) are entitled and Clause 88 of Table A shall be deemed to be modified accordingly.

30. In the case of an equality of votes at any meeting of the Board or of the Shareholders of the Company on a resolution concerning any matter other than those specified or referred to in Clauses 7.1 or 7.2 of the Agreement the chairman of the meeting who shall be a "B" Director shall be entitled to a second or casting vote and Clauses 42, 50 and 88 of Table A shall be deemed to be modified accordingly.

#### DIVIDENDS AND RESERVE

31. The Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company available for distribution may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits of the Company available for distribution which they may think prudent not to divide.

32. Except as otherwise provided by the rights attached to any shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid.

## INDEMNITY

32. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Companies Act 1985.