

2933399

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN ORDINARY RESOLUTION**

**of**

**BUSINESS TRAVEL NET LIMITED**

**Passed the 7th day of April 2010**

The following written resolution was authorised by the shareholders as an Ordinary resolution

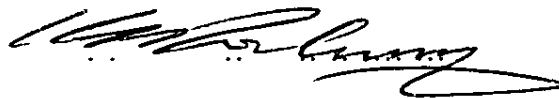
**ORDINARY RESOLUTION**

That the directors are hereby authorised to allot shares in the company under the terms of the Companies Act 2006 and the restrictions in the Articles of Association in that regard are altered by adoption of an amended Clause 2 as follows

**2 ALLOTMENT OF SHARES**

The directors are generally and unconditionally authorised to allot shares in the company under the terms of the Companies Act 2006. The authority hereby given may at any time be revoked or varied by ordinary resolution

Chairman



**Company number: 2933399**

**THE COMPANIES ACTS 1985 TO 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**BUSINESS TRAVEL NET LIMITED**

(as amended by special resolutions passed on 15 11 99 and 8 4 10)

**1 PRELIMINARY**

- 1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) (such Table being hereinafter called "TableA") shall apply to the Company save in so far as they are excluded or varied) and the Articles hereinafter contained shall be the articles of association of the Company
- 1 2 In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

**2 ALLOTMENT OF SHARES**

- 2 1 The directors are generally and unconditionally authorised to allot shares in the company under the terms of the Companies Act 2006 The authority hereby given may at any time be revoked or varied by ordinary resolution

### 3 SHARES

3 1 The lien conferred by regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

3 2 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

### 4 GENERAL MEETINGS AND RESOLUTIONS

4 1 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

4 2 1 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 4 2 2 below, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

4 2 2 If and for so long as the Company has only one member, that member present in person or by proxy or (if that member is a corporation) by a duly authorised representative shall be a quorum.

4 2 3 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

4 2 4 Regulations 40 and 41 in Table A shall not apply to the Company.

4 3 1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in Article 4 3 3 below.

4 3 2 Any decision taken by a sole member pursuant to Article 4 3 1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

4 3 3 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.

4 4 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy. Regulation 54 in Table A shall be modified accordingly.

4 5 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notanally or in some other way approved by the directors may be deposited at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.

## 5 APPOINTMENT OF DIRECTORS

5 1 1 Regulation 64 in Table A shall not apply to the Company

5 1 2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly.

5 2 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

5 3 No person shall be appointed a director at any general meeting unless either -

(a) he is recommended by the directors, or

(b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

5 4 1 Subject to Article 5 3 above, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

5 4 2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 5 1 2 above as the maximum number of directors and for the time being in force.

5 5 In any case where as the result of death or deaths the Company has no members and no directors the personal representatives of the last member to have died shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to Article 5 4 1 above. For the purpose of this article, where two or more members die in circumstances rendering it uncertain which of them survived the other or others, the members shall be deemed to have died in order of seniority, and accordingly the younger shall be deemed to have survived the elder.

## 6 BORROWING POWERS

6 1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over 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.

## 7 ALTERNATE DIRECTORS

7 1 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly.

7 2 A director, or any such other person as is mentioned in regulation 65 in Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

## 8 GRATUITIES AND PENSIONS

8 1 1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

8 1 2 Regulation 87 in Table A shall not apply to the Company

## 9 PROCEEDINGS OF DIRECTORS

9 1 1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

9 1 2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act

9 1 3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

## 10 THE SEAL

10 1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company

10 2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors

## 11 NOTICES

11 1 Without prejudice to regulations 112 to 116 inclusive in Table A, the Company may give notice to a member by electronic means provided that -

11 1 1 the member has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means, and

11 1 2 the electronic means used by the Company enables the member concerned to read the text of the notice

11 2 A notice given to a member personally or in a form permitted by Article 11 1 above shall be deemed to be given on the earlier of the day on which it is delivered personally and the day on which it was despatched by electronic means, as the case may be

11 3 Regulation 115 in Table A shall not apply to a notice delivered personally or in a form permitted by Article 11 1 above

11 4 In this article "electronic" means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means by any manner only capable of being so actuated

## 12 INDEMNITY

12 1 Every director or other officer or auditor of the Company shall 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, or in connection with any application under section 144 or section 727 of the Act 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. But this Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act

12 2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act

12 3 Regulation 118 in Table A shall not apply to the Company

### 13 TRANSFER OF SHARES

13 1 Except where a transfer is specifically authorised by these Articles no transfer of any share or any interest in such a share shall be made or registered without the consent in writing of all the members for the time being of the Company

13 2 For the purpose of this Article where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of the share shall be deemed to be the member of the Company in relation to that share and the holder thereof and the word "member" in this Article shall be construed accordingly

13 3 Every member who desires to transfer any Ordinary Shares in the Company or any interest therein (hereinafter called "the Vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company of his desire. The transfer notice shall relate to all the ordinary Shares held by that member. The transfer notice shall constitute the Company the agent of the Vendor for the sale of the shares specified therein (hereinafter called "the said shares") to the members other than the Vendor at such price (hereinafter called "the transfer price") as may be agreed between the Vendor and the other members or in default of agreement such price as the Auditors of the Company shall certify in writing to be their opinion of a fair selling value thereof as between a willing vendor and a willing purchaser on the basis that all the Ordinary Shares are being offered for sale and without taking any account of whether the said shares comprise a majority, a half or a minority interest in the Company. The transfer notice shall contain a provision that unless all the said shares are sold pursuant to this Article none shall be sold and any such provision shall be binding on the Company and in the event that all the said shares shall not be sold pursuant to this Article the Vendor shall then be at liberty to transfer all the said shares in accordance with paragraph 13 11 of these Articles. Save as otherwise provided in paragraph 13 4 of these Articles a transfer notice shall not be withdrawn except with the consent in writing of all the other members of the Company

13 4 If the Company's auditors are asked to certify the fair selling value as aforesaid the Company shall, as soon as it receives the auditors certificate, furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within ten days of the service upon him of the said certified copy, to cancel the Company's authority to sell the shares. The cost of obtaining the said certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost

13 5 Upon the transfer price being fixed as aforesaid the Company shall forthwith give notice in writing to each member holding Ordinary Shares (other than the Vendor) informing him of the number of the said shares to which he is entitled (which shall be in proportion to the number of ordinary Shares held by him) and the transfer price of the said shares and shall invite him to state in writing within twenty-one days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any, and if so how many, of the said shares to which he is entitled

13 6 If the said member shall within the said period of twenty-one days apply for all or any of his entitlement the Company shall allocate the number applied for to him and the Company shall forthwith give notice in writing of each such allocation (hereinafter called "an allocation notice") to the Vendor and to each of the persons to whom such shares have been allocated and shall specify in the allocation notice the place and time (being not later than seven days after the date of the allocation notice) at which the

sale of such shares shall be completed provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid

13 7 If any of the said shares shall remain after such applicants have been satisfied in full the Company shall forthwith after completion has taken place in accordance with paragraph 13 6 of these Articles give a further notice in writing to each of the members (other than the Vendor and those members holding shares of that class who have not applied for their full entitlement) informing them of the number of the said shares remaining and inviting each of them to state in writing within fourteen days from the date of the said further notice (which date shall be specified therein) whether he is willing to purchase any, and if so what maximum number of the shares remaining

13 8 If the said member shall within the further period of fourteen days apply for all or any of the said shares remaining the Company shall allocate such shares (or so many of them as shall have been applied for as aforesaid) first to and amongst the applicants holding shares of that class (and in case of competition in proportion to the number of shares of that class held by each of them) and secondly (if any such shares shall remain after such applicants have been satisfied in full) to and amongst the remaining applicants (and in case of competition in proportion to the number of shares held by each of them) and the Company shall forthwith give notice in writing of each such further allocation (hereinafter called "a further allocation notice") to the Vendor and each of the persons to whom such shares have been allocated and shall specify in the further allocation notice the place and time (being not later than seven days after the date of the further allocation notice) at which the sale of such shares shall be completed provided that no applicants shall be obliged to take more than the maximum number of shares specified by him as aforesaid

13 9 Upon such allocations being made as aforesaid, the Vendor shall be bound, on payment of the transfer price, to transfer the shares comprised in the allocation notice and (where appropriate) the further allocation notice to the purchasing member or members named therein at the time and place therein specified. If he makes default in so doing the chairman for the time being of the Company or failing him one of the directors shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor the transfer of the said shares to the purchasing member or members and the directors may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the purchasing member or members in the register of members as the holder or holders of the said shares. The directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the Vendor until he shall deliver up his share certificates for the said shares to the Company when he shall thereupon be paid the purchase money

13 10 If the Vendor shall have included in the transfer notice a provision that unless all the shares comprised therein are sold none shall be sold then the allocation notice and any further allocation notice shall refer to such provision and shall be construed accordingly (including any extension of time as shall be necessary) and completion of the sales in accordance with the preceding paragraphs of this Article shall be conditional upon such provision being complied with in full

13 11 In the event of all the said shares not being sold under the preceding paragraphs of this Article the Vendor may at any time within six calendar months after the expiration of the said further period of fourteen days transfer the shares not sold to any person or persons at not less than the transfer price provided that if the Vendor stipulated in the transfer notice that unless all the said shares were sold pursuant to this Article none should be sold, the Vendor shall not be entitled, save with the consent in writing of all the other members, to sell hereunder only some of the said shares to such person or persons and provided also that any such sale shall be firstly a bona fide sale and the directors may be required to be satisfied in such manner as they may reasonably require that the shares are being sold in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser, and secondly to a person or persons of whom the directors for

the time being (excluding the Vendor) shall not reasonably object and if not so satisfied may refuse to register the instrument of transfer

13 12 In the event of the death or bankruptcy of a member then the personal representatives or the trustee in bankruptcy may, upon such evidence being produced as may from time to time properly be required by the directors, elect either to be registered himself as the holder of the shares registered in the name of such member or to have some person nominated by him registered as the transferee thereof, but shall be deemed to have given a transfer notice in respect of the shares registered in the name of such member in accordance with the terms of this Article at the transfer price that would be determined by the auditors in accordance with paragraph 13 3 of these Articles on the date of his death or on the date of the appointment of the trustee in bankruptcy as the case may be and all the provisions of this Article shall apply (with the exception of paragraphs 13 4, 13 10 and 13 11 hereof) provided always that paragraph 13 9 shall not apply unless the Company shall have found purchasers for all such shares Regulations 29 to 31 of Table A shall be modified accordingly

13 13 With the consent in writing of all the members for the time being of the Company the provisions of this Article may be waived in whole or in part in any particular case

13 14 The provisions of this Article shall apply to the renunciation of the allotment of any shares as they would apply to any transfer of that share

#### 14 OVERRIDING PROVISIONS

14 1 Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles



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NAMES AND ADDRESSES OF SUBSCRIBERS

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Authorised Signatory:



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Dated this 16 day of MAY 1994

Witness to the above



MISS A SMITH  
Harrington Chambers  
26 North John Street  
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Secretary