

No. of Company

967403/1

Form No. 43

(No registration
fee payable)

THE COMPANIES ACTS 1948 TO 1967

REGISTERED

- 2 DEC 1969

Declaration of compliance

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

Name of Company KENTUCKY FRIED CHICKEN (GREAT BRITAIN) Limited*

I, PETER ANTHONY PREW JONES
of 35 BASINGHALL STREET, LONDON, E.C.2.

Do solemnly and sincerely declare that I am (see note (a) below) A Solicitor of the
Supreme Court engaged in the formation

of KENTUCKY FRIED CHICKEN (GREAT BRITAIN)
..... Limited*

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

Declared at 59/67 Abchurch Lane
..... in the City of London
..... the 25 day of November
one thousand nine hundred and Sixty nine
before me.

A Commissioner for Oaths (see note (b) below)

(a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a
director", or "a person named in the articles of association as a secretary"

(b) or Notary Public or Justice of the Peace

* Delete "Limited" if not applicable.

Presented by:

Slaughter and May,
35 Basinghall Street,
London, E.C.2.

Presentor's reference:

TB

25 NOV 1969

number of }
company }

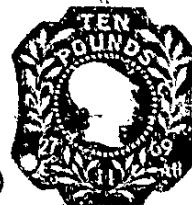
STATEMENT OF THE NOMINAL CAPITAL
OF

REGISTERED
DEC 1969

KENTUCKY FRIED CHICKEN (GREAT BRITAIN)

LIMITED

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



THE NOMINAL CAPITAL of the above named Company is £ 4,000

Signature..... *Slaughter and May*

Description..... Solicitors engaged in the formation of the Company

Dated the 25th day of November, 1969.

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other document when the Company is registered and should be signed by an Officer of the company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presentor's Reference..... TB

SLAUGHTER AND MAY,

35 BASINGHALL STREET,

LONDON, E.C.2.

Form No. 25

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA;
19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 14-22 Renfrew
Court, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

967403 / 3

MEMORANDUM OF ASSOCIATION

of

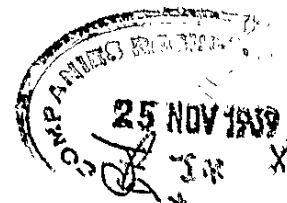
KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED



REGISTERED

-2 DEC 1969

1. The name of the Company is "KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :--
 - (1) To carry on business as restaurant owners hotel proprietors innkeepers barkeepers snack-bar proprietors manufacturers packers and distributors of and dealers in all types of food and drink and other forms of nourishment and sustenance.
 - (2) To exploit and turn to account the Food commonly known as Kentucky Fried Chicken and to process manufacture distribute and sell the same and to grant rights to others to do all or any of the same.
 - (3) To carry on any other business or activity and do anything of a nature which may seem to the Company capable of being conveniently carried on in connection with any of the objects of the Company, or calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's property or rights, or which may seem capable of being carried on at a profit to the Company, and to develop the business of the Company by advertisement or other means as may seem expedient.
 - (4) To acquire for any estate or interest and to take options over, construct and develop property, real or personal, or rights of any kind which may appear to be necessary or convenient for any business of the Company including shares and other interests in any company the objects of which include the carrying on of any business or activity within the objects of the Company.
 - (5) To enter into any guarantee contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee with or without consideration the payment of any principal moneys,



premiums, interest and other moneys secured by or payable under any obligations (including the obligations of the Company's parent company, if any) or securities and the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.

- (6) To lend money to, or grant or provide credit or financial accommodation to any person or company in any case in which such grant or provision is considered likely directly or indirectly to further any of the objects of the Company or the interests of its members.
- (7) To invest any moneys of the Company not immediately required for the purposes of the business of the Company in such investments (other than shares in the Company) and in such manner as may from time to time be determined, and to hold sell or otherwise deal with such investments.
- (8) To amalgamate with or enter into partnership or any joint venture or profit-sharing arrangements with, or to co-operate or participate in any way with, or assist or subsidise any company or person carrying on or proposing to carry on any business within the objects of the Company.
- (9) To borrow and raise money and secure or discharge any debt or obligations of or binding on the Company in such manner as may be thought fit, and in particular by mortgages or charges upon the undertaking and all or any of the real and personal property (present and future), and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- (10) To sell, exchange, mortgage, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over and in any other manner deal with or dispose of the undertakings, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares, debentures or other obligations or securities whether fully or partly paid up, of any other company.
- (11) To give remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscription of, or otherwise assisting in the issue of, any shares, debentures or other securities of the Company or in or about the formation of the Company or the conduct of its business.
- (12) To establish or promote, or concur or participate in establishing or promoting any company the establishment or promotion of which shall be considered desirable in the interests of the Company and to subscribe for, underwrite, purchase or otherwise acquire the shares, stocks and securities of any such company, or of any company carrying on or proposing to carry on any business or activity

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- (13) To procure the registration or incorporation of the Company in or under the laws of any place outside England.
- (14) To subscribe or guarantee money for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members or for any national, charitable, benevolent, public, general or useful objects, or for any exhibition.
- (15) To grant pensions or gratuities to any officers or employees or ex-officers or ex-employees of the Company, or its predecessors in business or the relations, connections or dependants of any such persons, and to establish or support any associations, institutions, clubs, building and housing schemes, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members.
- (16) To distribute any of the property of the Company among its members in specie.
- (17) To do all or any of the things or matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others.
- (18) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The share capital of the Company is £4,001 divided into 4,001 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

~~U~~
~~M~~

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

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS.

Number of Shares
taken by each
Subscriber.

T. G. Buckley
35 Baringhull Street
E.C.2. Solihull

One A Share

J. J. Bay
35 Baringhull Street
E.C.2. Solihull

One B Share

DATED the 25th day of November 1969

WITNESS to the above Signatures :-

M. J. Havers
35 Baringhull Street
London E.C.2
Secretary's clerk

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THE COMPANIES ACTS 1948 to 1967

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COMPANY LIMITED BY SHARES

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MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED

Incorporated the day of 1969

SLAUGHTER AND MAY,
35 Basinghall Street,
London, E.C.2.

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15/07/69

[COAT OF ARMS]

CERTIFICATE OF INCORPORATION

No.

I hereby certify that KENTUCKY FRIED CHICKEN (GREAT
BRITAIN) LIMITED is this day incorporated under the Companies
Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the

1969

Assistant Registrar of Companies.

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION
of
KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED

REGISTERED
-2 DEC 1969

TABLE A

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles the Regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948, shall apply to the Company. Subject as aforesaid references herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof.

SHARE CAPITAL AND VARIATION OF RIGHTS

2. The share capital of the Company is £4,001 divided into 2,000 "A" Shares of £1 each 2,000 "B" Shares of £1 each and 1 Non-Voting Share of £1. Save as otherwise provided in these Articles all shares shall rank pari passu.

3. The powers of the Company contained in Regulations 2, 44, 45, 114, 115, 120 and 128 of Table A shall only be exercisable by Special Resolution and such Regulations shall be read and construed accordingly.

4. Subject to any direction to the contrary that may be given by the Company by Special Resolution in general meeting, the unissued shares of the Company (whether forming part of the original or any increased capital) shall, before issue, be offered either at par or at a premium to such of the existing members who as at the date of the offer are entitled to receive notices from the Company of general meetings upon the terms that and so that in the case of competition the shares shall be allotted to the members accepting the offer in proportion (as nearly as may be and without increasing the number allotted to any member beyond the number applied for by him) to the amount of the existing issued shares of which they are the holders. The offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than twenty-eight days) within which the offer, if not accepted, shall be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that they decline to accept the shares offered, the Directors may thereafter dispose of the shares which shall not have been accepted in accordance with the provisions of the next following Article. The Directors may likewise so dispose of any shares which it is proposed to issue but which (by reason of the ratio which they bear to the number of existing shares held by the persons

entitled to an offer thereof) cannot, in their opinion, be conveniently offered under this Article.

5. Subject as aforesaid the unissued shares of the Company shall be at the disposal of the Board, which may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

6. If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall be dissolved. Regulation 54 of Table A shall not apply and Regulation 4 of Table A shall be read and construed accordingly.

LIEN

7. Regulation 11 of Table A shall be read and construed as if the words "(not being a fully paid share)" and "(other than fully paid shares)" were deleted therefrom.

TRANSFER OF SHARES

8. Subject to Articles 9 to 12 inclusive the Directors may in their absolute discretion and without assigning any reason therefor refuse to register a transfer of any share to any person who is not already a member. The Directors may also refuse to register the transfer of any share on which the Company has a lien. Regulation 3 of Part II of Table A shall not apply.

9. Every member or other person entitled to shares who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing (hereinafter referred to as "a transfer notice") to the Directors of his intention. Such notice shall constitute the Directors his agent for the sale of the said shares in one or more lots, at the discretion of the Directors, to members of the Company at such price (hereinafter referred to as "the transfer price") as may be agreed upon between the Vendor and the Directors, or in default of agreement as the Auditors of the Company for the time being shall certify in writing to be in their opinion the fair selling value thereof as between a willing vendor and a willing purchaser. A transfer notice shall not be withdrawn except with the consent of the Directors. For the purpose of this Article the Auditors shall be deemed to act as experts and not as arbitrators.

10. Upon the transfer price being fixed as aforesaid the Directors shall forthwith give notice in writing to all such of the existing members (other than the Vendor) as at the date thereof are entitled to receive notice from the Company of general meetings of the number and transfer price of the shares to be sold inviting each of them to state in writing within twenty-eight days from the date of the said notice whether he is willing to purchase any and if so, what maximum number of the said shares. At the expiration of the said notice the Directors shall allocate the said shares to the members who

shall have notified their willingness to purchase as aforesaid and in case of competition in proportion (as nearly as may be and without increasing the number allocated to any member beyond the number so notified by him) to the amount of the existing shares of which they are the holders. Upon any such allocation as aforesaid being made the Vendor shall be bound, on payment of the transfer price to transfer the shares to the purchaser or purchasers and, if he makes default in so doing, the Directors may receive and give a good discharge for the purchase money on behalf of the Vendor and may authorise some person to execute a transfer of such shares in favour of the purchaser or purchasers and may enter the name or names of the purchaser or purchasers in the register of members as the holder or holders by transfer of the said shares so purchased by him or them.

11. In the event of the whole of the said shares not being allocated under Article 10 or if through any fault of the purchaser the purchase of the shares in respect of which a transfer notice shall be given shall not be completed within 21 days of such allocation, the Vendor shall, at any time within six calendar months after the expiration of the said period of twenty-eight days, be at liberty, subject to any other provisions of these Articles, to transfer the shares not so allocated to any person and at any price not being less than the transfer price.

12. In the event of the death bankruptcy or liquidation of any member the Directors may at any time thereafter give to such member or to his legal personal representatives or to the liquidator as the case may be (hereinafter called "the Vendor") notice in writing requiring the shares held by the Vendor to be sold and transferred and forthwith upon such notice being given the Vendor shall be deemed to have given the Directors a transfer notice in respect of such shares and all the provisions of Articles 9, 10 and 11 shall accordingly apply.

13. Articles 9 to 12 inclusive shall not apply to any particular transfer of shares in respect of which all the members for the time being of the Company shall have agreed in writing that the said Articles shall not apply.

GENERAL MEETINGS

14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. One member present in person or by proxy being or representing a holder of "A" Shares and one member present in person or by proxy being or representing a holder of "B" Shares shall be a quorum for all purposes. Regulation 4 of Part II of Table A shall not apply.

15. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may

consist of several documents in the like form each signed by one or more of the members or their attorneys, and signature in the case of a corporate body which is a member shall be sufficient if made by a Director thereof or its duly appointed attorney. Regulation 5 of Part II of Table A shall not apply.

16. A poll may be demanded by the chairman of a general meeting or by any member present in person or by proxy and Regulation 58 of Table A shall be construed accordingly.

17. The chairman of a general meeting shall not be entitled to a second or casting vote and Regulation 60 of Table A shall not apply.

18. Notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices and Regulations 131, 133 and 134 of Table A shall be construed accordingly.

VOTES OF MEMBERS

19. (a) Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative duly authorised under Section 139 of the Act shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every £1 nominal amount of share capital of which he is the holder. Regulation 62 of Table A shall not apply.

(b) The holder of the Non-Voting Share shall not be entitled to any vote in respect of such share.

20. If any vote shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting.

DIRECTORS

21. The Directors shall be not less than two nor more than four in number.

22. (a) The holders of a majority for the time being of the "A" Shares and of the "B" Shares respectively shall each be entitled by notice in writing to appoint two directors to be known as "A" Directors and "B" Directors respectively and to remove or replace any director so appointed. The first "A" and "B" Directors shall be appointed in writing by the subscribers of the Memorandum of Association. Regulation 75 of Table A shall not apply.

(b) Except to the extent herein mentioned, the "A" Directors and the "B" Directors shall be considered as one Board of Directors without any distinction.

(c) All appointments and removals of Directors under

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this Article and the next following Article shall be effected by notice in writing, signed by the holder or holders of a majority of the shares in respect of which such appointment or removal is effected, and left at or sent by post to the registered office of the Company.

23. If any Director shall be called upon to perform extra services or to make any special exertions or goes or resides abroad for any of the purposes of the Company, the Directors may arrange with such Director for such special remuneration for such services or exertions either by way of salary, commission or the payment of a lump sum of money or otherwise as they shall think fit.

24. The Directors may exercise all the powers of the Company to borrow or raise and to guarantee the payment of moneys 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 any third party. Regulation 79 of Table A shall not apply.

25. The Directors may pay and agree to pay pensions or other retirement, superannuation, death or disability benefits or allowances to or to any person in respect of any Director or former Director who may hold or may have held any executive office or employment under the Company or any subsidiary of the Company or its holding company (if any) and for the purpose of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such persons. Regulation 87 of Table A shall not apply.

26. Regulations 89 to 97 (inclusive) of Table A shall not apply.

27. At a meeting of the Directors the chairman of the meeting shall not in any circumstances be entitled to a second or casting vote.

M.H.
28. The last sentence and the last sentence and the last sentence of Regulation 98 of Table A shall not apply and the words "entitled to receive notice of a meeting of the Directors" shall be deemed to be deleted from Regulation 106 of Table A.

29. No Director shall be appointed otherwise than as herein provided. Regulation 100 of Table A shall be modified accordingly.

30. The quorum necessary for a meeting of the Directors shall throughout the meeting be at least one "A" Director and one "B" Director (or in either case or both cases the alternate Director of such Director). Regulation 99 of Table A shall not apply.

31. The Board may from time to time appoint one or more of its body (including in particular any Ordinary Director) to an executive office (including that of Managing Director,

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Manager or any other salaried office) for such period and on such terms as it shall think fit, and subject to the terms of any Agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such Agreement the appointment of any Director to any such office as aforesaid shall ipso facto determine if he ceases from any cause to be a Director. Regulation 107 of Table A shall not apply.

32. A Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (whether by way of salary, commission, participation in profits or pension or partly in one way and partly in another or otherwise howsoever, whether similar to the foregoing or not) as the Board may determine. Regulation 108 of Table A shall not apply.

33. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the Act. A Director may vote in respect of any contract or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration. Paragraphs (2) and (4) of Regulation 84 of Table A shall not apply.

34. Each Director shall have power by writing under his hand to nominate any other person to act as his alternate director during his absence, and at his discretion to remove such alternate director, and on such appointment being made the alternate director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall exercise all the functions, powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate director shall ipso facto cease to be an alternate director if his appointor shall cease for any reason to be a Director.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

B. J. Bandy
35 Baringhall Street
London EC2 Solicitor

J. J. Bandy
35 Baringhall Street Solicitor.
London EC2

DATED the 25th day of November 1969

WITNESS to the above Signatures :-

M. J. Havers
35 Baringhall Street
London E.C.2.
Solicitor's clerk.

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CERTIFICATE OF INCORPORATION

No. 967403

I hereby certify that

KENTUCKY FRIED CHICKEN (GREAT BRITAIN) LIMITED

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

Given under my hand at London the 2ND DECEMBER, 1969.

A handwritten signature in dark ink, appearing to read 'D. L. Knight'.

(D. L. KNIGHT)
Assistant Registrar of Companies