

of }
by }

970624 / /

REGISTERED

21 JAN 1970

THE COMPANIES ACTS 1948 to 1967

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

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

Insert the
Name of the
Company.

LEISURE INTERNATIONAL
LIMITED

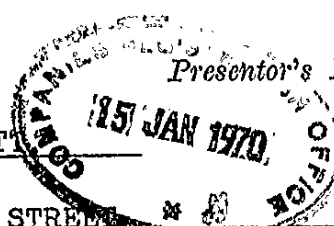
Presented by

BAILEYS, SHAW & GILLET

5 BERNERS STREET

LONDON W1P 4AN.

Presentor's Reference J/PH



Form No. 41
(No filing fee payable)

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

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, DAVID BROUGHTON GIBSON BISHOP

of 5 Berners Street, London W.1.

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

Do solemnly and sincerely declare that I am (") a solicitor of the

Supreme Court engaged in the formation

of

Leisure International 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 4 Berners Street
W.1. in the City of
Westminster
the 15 day of January
one thousand nine hundred and
seventy

David Gibson Bishop

Before me,

Simon P. Davies

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

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

for of
any

978624/2

REGISTERED

21 JAN 1970

STATEMENT OF THE NOMINAL CAPITAL

OF

LEISURE INTERNATIONAL

LIMITED

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

THE NOMINAL CAPITAL of the above named Company is £100

Signature Baileys Shaw & Gillett

Description Solicitors engaged in the formation

Dated the 15th day of January 1970

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 Director(s) engaged in the formation.

15 JAN 1970

Presented by

Presentor's Reference J/PH

Baileys, Shaw & Gillett,

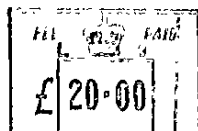
5 Berners Street, London W.1.

Form No. 25

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED
24-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
11 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA;
50 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street,
Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

Companies 6



The Companies Act, 1948

The Companies Act, 1967



COMPANY LIMITED BY SHARES

970624 / 3

Memorandum of Association

OF

LEISURE INTERNATIONAL LIMITED

REGISTERED
21 JAN 1970

1. The name of the Company is "LEISURE INTERNATIONAL 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 the business of owners, managers and developers of all places of leisure, entertainment and recreation including (but without prejudice to the generality of the foregoing) restaurants, hotels, clubs, licensed premises, catering establishments, ballrooms, casinos, parks, arenas, circuses and stadiums and to act as financiers, consultants and advisers to persons firms and corporations operating in such fields and in any manner whatsoever to buy sell invest and deal in any stocks shares securities and obligations of any description in relation thereto.
 - (2) To buy, sell, purchase, lease, exchange or otherwise acquire or dispose of and to rent, lease, let on hire and generally deal in real and personal property of every kind and description wheresoever situate, to enter into, promote or negotiate agreements and commitments for the leasing, hiring, hire purchase, sale or purchase (whether on credit terms or otherwise) of any such property; to lend and advance money to or negotiate loans on behalf of such persons, firms or companies and on such terms as may seem expedient.
 - (3) To carry on and engage in banking in any or all of its branches and departments, borrowing, raising or taking up money, lending or advancing money, securities or property, discounting, buying, selling and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip or other



instruments and securities, whether transferable or negotiable or not, granting and issuing letters of credit and notes buying, selling and dealing in bullion and sterling and foreign exchange and insurance, acquiring, holding, issuing on commission, underwriting, subscribing for and dealing with stocks, funds, shares, debentures, debenture stock, bonds, loans, obligations, options, securities and investments of all kinds, negotiating loans and advances, receiving moneys and valuables on deposit or for safe custody or otherwise, collecting and transmitting money and securities.

- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 interest of its members.
- (8) 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.
- (9) To amalgamate with or enter into partnership or any joint purse 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.

- (10) 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.
- (11) 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 undertaking, 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.
- (12) 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.
- (13) 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 within the objects of the Company.
- (14) To procure the registration or incorporation of the Company in or under the laws of any place outside England.
- (15) 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.
- (16) 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.

- (17) To distribute any of the property of the Company among its members in specie.
- (18) 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.
- (19) 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 £100 divided into 100 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.

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 taken Sub
<p>W. P. C. Henderson 22, Kensington Court 77 Putney Hill London SW15 Solicitor's Articled Clerk</p>	
<p>B. T. Alexander 32 Latimer Hammer Lon Solicitor's Articled</p>	One

Dated this 15th day of January 1970

Witness to the above Signatures—

David Bishop
Solicitor General
London W.C.
Solicitor

970624/4

The Companies Act, 1948
and
The Companies Act, 1967

COMPANY LIMITED BY SHARES



Articles of Association

OF

LEISURE INTERNATIONAL LIMITED

REGISTERED

21 JAN 1970

1. The Company is a Private Company, and subject as hereinafter provided, the Regulations contained in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company.

2. Regulations 11 to 21 inclusive, 24, 29 to 43 inclusive, 52 to 73 inclusive, 75, 79, 82 to 84 inclusive, 86, 88 to 97 inclusive, 102, 107 to 109 inclusive and 114 to 135 inclusive of Part I of Table A shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Part I of Table A and Regulations 2 to 4 inclusive of Part II of Table A shall, subject to the modifications hereinafter expressed, constitute the Regulations of the Company.

3. A resolution in writing signed by all the members of the Company who would be entitled to attend and vote at a general meeting at which such a resolution would 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 or other authorised officer thereof or its duly appointed attorney.

4. The Company in General Meeting may from time to time appoint one or more of its Directors to the office of Managing Director for such period and on such terms as it thinks fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

5. A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Company may determine.

6. The Company in General Meeting may entrust to and confer upon a Managing Director any of the powers exercisable by its Directors upon such terms and conditions and with such restrictions as it may think fit, and either collaterally with or to the exclusion of its own powers and

may from time to time, revoke, withdraw, alter or vary all or any of such powers.

7. A Managing Director shall be subject to the same provisions as to removal as the other Directors of the Company and if he cease to hold the office of Director, he shall, ipso facto and immediately, cease to be a Managing Director without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

8. 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. Subject to such disclosure as aforesaid, a Director may vote in respect of any contract or arrangement in which he is interested, and if he do 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 proposed contract shall come before the Directors for consideration.

9. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director nor shall any person be ineligible for appointment as a Director by reason of his having attained any particular age.

10. The Directors may delegate any of their powers to committees whether consisting of a member or members of their body or not, as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Mr. A C Henderson

22 Downing Street

77 Putney Hill

London SW15

Solicitor's Articled Clerk —

R. J. Alexander

32 Latimer Court,

Hammersmith

London W6

Solicitor's Articled Clerk —

Dated this 15th day of January 1970

Witness to the above Signatures—

David C. Bishop

JP Barrister at Law

London W.1.

Solicitor

PRINTED ON A ROTAFRINT R.75

MACHINE IN THIS OFFICE

Barclays & Co. Ltd.

5, BERNERS STREET, LONDON, W.1.



CERTIFICATE OF INCORPORATION

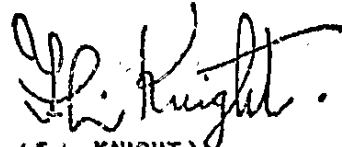
No. 970624

I hereby certify that

LEISURE INTERNATIONAL 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 **21st JANUARY, 1970.**


(F. L. KNIGHT)
Assistant Registrar of Companies

The Companies Acts 1948 and 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-of-

LEISURE INTERNATIONAL LIMITED

(Passed 30th November 1971)

At an EXTRAORDINARY GENERAL MEETING of the Company and held on the 30th day of November 1971 the following SPECIAL RESOLUTION was duly passed :-

"That the regulations contained in the printed document produced to the Meeting and for the purpose of identification subscribed by the Secretary thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof"

J. Brackenbury
J. BRACKENBURY

Director

*Filed by:- Barleys Shaw & Gillett
S. Brackenbury*



COMPANY LIMITED BY SHARES

Articles of Association

OF

LEISURE INTERNATIONAL LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II"), shall apply to the Company.

2. Regulations 24, 53, 75, 79, 84 and 87 to 97 (both numbers inclusive) of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, Part I, and regulations 2 to 6 inclusive of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. The capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary Shares of £1 each.

LIEN

4. In regulation 11 of Table A, Part I, the words "not being a fully paid share" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER OF SHARES

5. A share may be transferred by a member or other person entitled to transfer the same to any other member; but save as aforesaid, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value.

6. Except where the transfer is made pursuant to Article 5, any person, whether a member of the Company or not, proposing to transfer a share (hereinafter called "the proposing transferor") shall give notice (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Every transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the share comprised in the transfer notice to any member of the Company willing to purchase the same (hereinafter called "the purchasing member") at the fair value to be fixed in accordance with Article 7. A transfer notice may include more than one share of the same class, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the consent of the Directors.

7. The Directors shall with a view to ascertaining the fair value of the share comprised in a transfer notice refer the matter to a chartered accountant appointed by agreement between the parties to the transfer and, in the absence of such agreement, by the President for the time being of the Institute of Chartered Accountants who shall certify in writing at the expense of the proposing transferor, the sum, which, in his opinion, is the fair value of the share, and such sum shall be deemed to be the fair value accordingly, and in so certifying the chartered accountant shall be considered to be acting as an expert and not as an arbitrator and accordingly the provisions of the Arbitration Act, 1950, shall not apply.

8. If the Company shall, within the space of six calendar months after receiving the certificate of the said chartered accountant as to the fair value, find a purchasing member and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing member, who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.

9. The Directors shall, with a view to finding a purchasing member, offer at the fair value any shares comprised in a transfer notice to the persons then holding the remaining shares in the capital of the Company as nearly as may be in proportion to their respective holdings of such shares, and shall limit a time within which such offer, if not accepted in whole or in part, shall be deemed to be declined, and shall notify to such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the fair value; if all such persons do not accept their said proportions in full the unaccepted shares shall be used for satisfying the said claims for additional shares. If there shall be insufficient of the said unaccepted shares, the said unaccepted shares shall be distributed amongst the persons making such claims as nearly as may be in proportion to their said respective holdings of shares in the capital of the Company (other than shares of the same class as the share comprised in the transfer notice) provided that no person shall be bound to take more additional shares than those he shall have offered to purchase. The Directors shall make such arrangements as regards the finding of a purchasing member for any shares not accepted or claimed as aforesaid within the time so limited as they shall think just and reasonable.

10. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing member, and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

11. If the Company shall not, within the space of six calendar months after being served with a transfer notice, find a purchasing member and give notice thereof in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty, subject to regulation 3 of Table A, Part II, to sell and transfer the share (or where there are more shares than one those not placed) to any person at the fair value as aforesaid.

12. Articles 5 to 11 inclusive shall not apply to :-

(a) Any transfer of shares by any member (being a company) to another company being a subsidiary of the transferor company within the meaning of The Companies Act, 1948, s.154 or by any such subsidiary to another such subsidiary.

(b) 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.

TRANSMISSION OF SHARES

13. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall not be registered himself as the holder of the share or have some person nominated by him registered as the transferee thereof unless he has first given a transfer notice in respect of such share and the Company has not found a purchasing member pursuant to Article 9; regulations 30 and 31 of Table A, Part I, shall be modified accordingly.

DIRECTORS

14. The Directors shall be not less than five nor more than ten in number.

15. Any Director who, by request, performs special services or goes or resides abroad for any purpose of the Company, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

BORROWING POWERS

16. 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.

POWERS AND DUTIES OF DIRECTORS

17. 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 in manner required by section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he does so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

18. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

19. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

20. The Directors may 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 a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, 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 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 person as aforesaid and make payments for or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require, to particulars with respect to the proposed payment being disclosed to the members of the Company and to the proposed payment being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

DISQUALIFICATION OF DIRECTORS

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

- (A) Resigns his office by writing under his hand left at the office.
- (B) Be found or becomes of unsound mind or becomes bankrupt or compounds with his creditors.
- (C) Becomes for the time being prohibited from being a Director by reason of any order made under section 188 of the Act.
- (D) Ceases to be a Director by virtue of section 182 of the Act.
- (E) Is absent from meetings of the Directors for twelve months without leave and the Directors resolve that his office be vacated.

ALTERNATE DIRECTORS

22. Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Board to act as alternate Director in his place during his absence and may at his discretion remove such alternate Director. A person so appointed shall (except as regards power to appoint an alternate and remuneration) 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 and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. 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 ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.



K. J. KELSEY

Secretary

A**THE COMPANIES ACTS 1948 TO 1976****Notice of overseas interests**

Pursuant to section 6(3) of the Companies Act 1976

5Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold black lettering

To the Registrar of Companies

Company number

970624

For official use

[H] [I]

Name of company

*delete if
inappropriate

LEISURE INTERNATIONAL

Limited*

NotePlease read the
notes overleaf
before
completing this
form.

The directors of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to the accounting reference period [ending] [which ended on]†

Day Month Year

3	0	0	9	1	9	8	1
---	---	---	---	---	---	---	---

†delete as
appropriate

Signed

Director

[Director] [Secretary]† Date 15th July, 1982

Presentor's name, address and
reference: [if any]
B.E. Wickham,
Grand Metropolitan PLC,
11/12 Hanover Square,
London W1A 1DP.
BEW/KP/C1/9

For official use

Data punch

General section

Post room

*8*

THE COMPANIES ACTS 1948 TO 1976

Notice of overseas interests

Pursuant to section 6(3) of the Companies Act 1976

Please do not
write in this
binding margin

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

To the Registrar of Companies

Company number

For official use

970624

[H] [I]

Name of company

*delete if
inappropriate

LEISURE INTERNATIONAL

Limited*

Note

Please read the
notes overleaf
before
completing this
form.

The directors of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to the accounting reference period [ending] [which ended on]†

Day Month Year

3 0 0 9 1 9 8 1

†delete as
appropriate

Signed

[Director] [Secretary]† Date 15th July, 1982

Presenter's name, address and
reference: [if any]

B. E. Wickham,
Grand Metropolitan PLC,
11/12 Hanover Square,
London W1A 1DP.
BEW/KP/C1/9

For official use

Data punch

General section

Post room



Company No 970624

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

RESOLUTION

OF

LEISURE INTERNATIONAL LIMITED

Passed 28 September, 1990

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 11/12 Hanover Square, London W1A 1DP on 28 September, 1990 the following resolution was passed as an ELECTIVE RESOLUTION in accordance with section 379A of the Companies Act 1985 ("the Act"):

RESOLUTION

That the Company hereby elects:

1. pursuant to S.366A of the Act, to dispense with the holding of annual general meetings;
2. pursuant to S.252 of the Act, to dispense with the laying of accounts before the Company in general meeting; and
3. pursuant to S.386 of the Act, to dispense with the obligation to appoint auditors annually.


Chairman



Company No: 970624

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

of

LEISURE INTERNATIONAL LIMITED

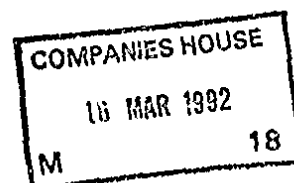
At an Extraordinary General Meeting of the Company held at 20 St. James's Square, London SW1Y 4RR on 21st February 1992, the following Resolution was duly passed as an Ordinary Resolution of the Company:-

ORDINARY RESOLUTION

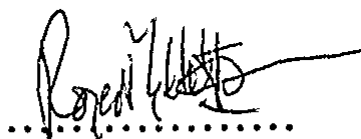
THAT:-

The directors of the Company be generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities (as defined by section 80 of the Companies Act 1985) up to an aggregate nominal amount of £100 PROVIDED THAT:-

- (i) this authority shall commence on the date of the passing of this Resolution and expire on that date 5 years later; and
- (ii) the Company, may before such expiry, make any offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant



securities pursuant to any such offer or agreement as if the
authority hereby conferred had not expired;

A handwritten signature in dark ink, appearing to read "Robert H. White", is written over a horizontal dotted line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

CHAIRMAN