

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

Memorandum of Association
File 1 Resolutions and is in compliance with the requirements of the Companies Act 1976

1976 The Company Formations Ltd

ASFO
Dated 18 Feb 1980

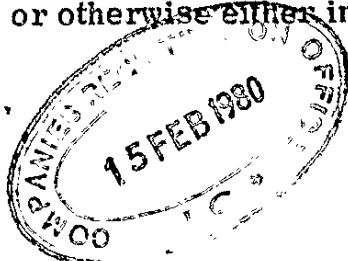
Memorandum of Association

OF

BRITANNIA HOTELS LIMITED

(Objects Clauses 3(a) & 3(b) were changed and the Capital of the Company was increased by a Special Resolution passed on 4th April 1979 and the Name of the Company was changed by a Special Resolution passed on 15th August 1979).

1. The name of the Company is "Britannia Hotels Limited".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) To carry on all or any part of the business or businesses as hotel, inn, public house, restaurant and cafe proprietors in all its branches, and in particular to purchase, rent, lease, obtain in exchange, or otherwise acquire the freehold or leasehold or any of the above together with the rights but subjects to such easements, stipulations, covenants and conditions as concern or affect the same, and subject also to any existing tenancies of parts thereof; to manage, maintain, repair and improve the structure, services, boundaries, gardens and driveways of any of the aforesaid premises to an adequate standard together with any other works and improvements that the Company may deem fit, and to enter into all such necessary contracts, agreements, arrangements or otherwise for the proper maintenance of the said land and premises, all as the Company sees fit.
 - (b) To carry on all or any part of the business or businesses as caterers and catering contractors in all its branches and as vendors of every kind of food and drink, as licensed victuallers, food manufacturers, food processors, confectioners, pastry-cooks, bakers, tobacconists, wine, beer and spirit merchants or otherwise; to buy, sell and deal in catering supplies and catering equipment of every description and to manufacture, assemble or process same, and to do all or any of the above acting as principals, agents, brokers, contractors, appointees, assignees, lessors, lessees or otherwise either in the United Kingdom or elsewhere.



- (c) To carry on any other business of any description which may seem to the Company capable of being advantageously or conveniently carried on in connection with or ancillary to any of the objects of the Company or calculated directly or indirectly to enhance their value or render them more profitable.
- (d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any structure or structures or buildings and adapt the same for the purposes of the Company's business.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To apply for, purchase or otherwise acquire any patents, licenses, rights or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to sell, licence, lease or grant rights thereto or otherwise deal with them.
- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property, assets or rights of the Company upon such terms and conditions as the Company may approve, with power to accept shares, debentures or securities of, or interest in, or guarantees by, any other company.
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such shares or upon such securities and subject to such conditions and in such manner as may seem expedient.
- (i) To lend and advance money or give credit to any person, persons, firms or companies upon such terms and conditions as may be desirable and to give guarantees or become security for any person, firm or company.
- (j) To secure or guarantee the payment of any debentures, debenture stock bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds, and to enter into partnership or any joint financial arrangement or commercial enterprise with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (k) To borrow or raise money in such manner as the Company shall think fit, the borrowing powers of the Company to be unlimited, and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

- (l) To draw, make, accept, endorse, discount, execute and issue negotiable or transferable instruments and documents of every and any kind.
- (m) To purchase, subscribe for or otherwise acquire and hold any type of bond or security or any shares, stocks, debentures or other interests in, or obligations of any other company or corporation.
- (n) To remunerate any person, firm or company for services rendered or to be rendered or for placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.
- (q) To make payments towards insurance and to support and subscribe to any charitable or public object and any institution, society, club or association which may in any way benefit the Company or its employees and to give pensions, gratuities or charitable aid or to establish and support or assist in the establishment and support of funds and trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or their wives, children or other relatives or dependants.
- (r) To distribute any property of the Company in specie or in kind among the members of the Company.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which will in any way increase the profitability of the Company.

It is hereby expressly declared that each of the foregoing sub-clauses shall be construed independently of the other sub-clauses hereof and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is ~~£5000~~ divided into ~~5000~~ shares of ~~£1~~ each, with power to increase or divide the shares in the capital for the time being into different classes, having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

WE, the several persons whose names, addresses and descriptions 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
ALVIN SAXON 87/89 Tabernacle St. London EC2 Finance Broker	ONE
BRIAN ENDACOTT 87/89 Tabernacle St. London EC2 Executive	ONE

DATED the 7th day of July 1977

WITNESS to the above signatures :—

ROBERT CONWAY
87/89 Tabernacle St.
London EC2

Printer

COMPANY LIMITED BY SHARES

Articles of Association

OF

BRITANNIA HOTELS LIMITED

(Articles were changed by Special Resolution passed on 5th April 1979).

PRELIMINARY

1. The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 24, 53, 60 and 75 in Part 1 of Table A shall not apply to the Company, and in addition to the remaining Clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 3, 4, and 5 in Part II of Table A shall apply to the Company.

SHARES

3. The shares in the initial and any increased capital shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Shares of the Company shall not be disposed of or transferred except in the following cases:

- (a) Any share may be transferred by a Member to any other Member or
- (b) Any share may be transferred by a Member to the spouse or child or children or issue of such Member
- (c) Any share in the name of a deceased Member may be transferred to
 - (i) the widow or widower of such deceased Member
 - (ii) any child or children or issue of such deceased Member
 - (iii) the Executors or Trustees of the Estate of the deceased Member to hold in their names
- (d) In all other cases except those comprised in Clauses (a) (b) and (c) above a Member wishing to dispose of his or her shares or any of them (hereinafter called "the transferor") shall offer for sale such share or shares to the other Members in accordance with the following procedure:

- (i) The transferor shall first give notice in writing of the transferor's wish to the Company which notice shall constitute the Company the transferor's agent for the purpose of the sale.
- (ii) No notice of sale given as in (i) above shall be withdrawn.
- (iii) The directors as agents for the member giving such notice may dispose of such shares or any of them to members of the company at a price to be agreed between the Transferor and the directors or failing agreement at a price fixed by the auditors of the company as the fair value thereof.
- (iv) if within twenty-eight days of the Directors' offer a purchasing Member or Members is or are found of the whole of the shares the purchase shall be completed within seven days.
- (v) Notice of the finding of the purchasing Member or Members is to be given to the transferor and the transferor shall on payment of the fair value transfer the share to the purchasing Member or Members.
- (vi) In the event of the transferor failing to complete the transfer to the purchasing Member or Members the Directors shall authorise themselves or some other person to transfer the share or shares to the purchasing Member or Members and shall receive the purchase money and register the purchasing Member or Members as holder or holders of the share or shares issuing him or her or them a certificate therefor.
- (vii) The transferor shall deliver up his own Certificate or Certificates for the share or shares sold and shall then be paid the purchase money but not before.
- (viii) If after the expiry of twenty-eight days from the issuing of the Directors offer no purchasing Member or Members is or are found or if the purchase is not completed through no fault of the transferor the transferor Member subject to the Directors' approval and to Clause 3 of Table A Part II may dispose of such shares as shall remain undisposed of to any person and at any price. Clause 3 of Table A Part II shall not apply to dispositions included in Clauses (a) (b) and (c) above except to ensure that the Membership limit is not exceeded or to prevent the transfer of shares upon which the Company has a lien and in no case whatsoever shall shares be issued or transferred to a bankrupt or a person of unsound mind.

LIEN

4. The lien conferred by Clause 11 of Part 1 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act, 1948. 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 Auditor for the time being of the Company.

6. Clause 54 in Part 1 of Table shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

in General Meeting and unless and until so fixed no qualification shall be required.

8. There shall be at least one Director and not more than ten unless otherwise determined by the Company in General Meeting and if at any time there shall be only one Director of the Company, he or she may act as sole Director exercising all the powers, authorities and discretions vested in the Directors.

9. A Director may appoint any person approved by the Board to be an Alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall ipso facto vacate office if and when the Director appointing him vacates office as a Director or removes the Alternate Director from office, and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

10. Clause 79 in Part 1 of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

11. Clause 84 (5) in Part 1 of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

12. A Director may vote as a Director in regard to 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 84 in Part 1 of Table A shall be modified accordingly.

12a. Clause 98 in Part 1 of Table A shall be read and construed as if the words "in case of any equality of votes the Chairman shall have a second or casting vote" were omitted therefrom.

12b. Clause 104 in Part 1 of Table A shall be read and construed as if the words "and in the case of any equality of votes the Chairman shall have the second or casting vote" were omitted therefrom.

WINDING UP

13. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

FIRST DIRECTORS

14. The first Director (s) of the Company shall be :-
BRIAN ENDACOTT
15. The first Secretary of the Company shall be :-
ALVIN SAXON

16. The Directors shall not be required to retire by rotation and all references to retirement of directors by rotation in regulations 89 to 97 inclusive of Table A Part 1 shall be deemed to be deleted. In regulation 95 of Table A Part 1 the words from and including "Any director" shall be deemed to be deleted.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

ALVIN SAXON
87/89 Tabernacle Street,
London EC2A 4BA

Finance Broker

BRIAN ENDACOTT
87/89 Tabernacle Street,
London EC2A 4BA

Executive

DATED the 7th day of July 1977

WITNESS to the above signatures:-

ROBERT CONWAY
87/89 Tabernacle Street,
London EC2A 4BA

Printer