

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF THATCHERS CIDER COMPANY LIMITED

- 1.* The name of the Company is "Thatchers Cider Company Limited"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) (i) To carry on business as manufacturers and distillers of and dealers in (wholesale and retail) beer, wine, spirits, ciders and minerals and aerated waters and soft drinks and squashes of all kinds; hop, corn and grain growers and merchants; glass, china, pottery and earthenware manufacturers; coopers and bottlers; lodging house proprietors, restaurant proprietors, refreshment caterers, ice manufacturers, yeast dealers, manufacturing chemists, brewers' sundriesmen, farmers, dairymen, grain sellers and driers, isinglass merchants, fruiterers, grocers and provision dealers, motor car, coach and lorry proprietors, garage proprietors, carriers, jobmasters, mechanical, electrical and general engineers, joiners, cabinet makers and woodworkers, furniture makers, and hotel, inn and restaurant outfitters.
 - (ii) To carry on all or any of the businesses of pig breeders, and as market gardeners, nurserymen, bulb merchants, mill proprietors and millers, corn, seed and hop merchants, cattle, animal and poultry breeders and dealers, manufacturers of cattle, animal and poultry feeding stuffs and fertilisers of every description, to import, export, grow, buy, sell, refine or otherwise prepare for the market and deal in agricultural implements, and garden produce and foodstuffs of all descriptions and dealers of all kinds of dairy produce, grain seeds, powders, chaff, hay, straw, root and vegetable crops, oilcake, biscuits, meat, and proprietary feeding stuffs of all kinds.

* On 1st June 1983 the name of the Company was changed from Peter Champeney Limited to Cheddar Valley Cider Company Limited.

On 16th April 1987 the name of the Company was changed from Cheddar Valley Cider Company Limited to Thatchers Cider Company Limited.



- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any other acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- (h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company interests.
- (l) to enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

- (n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities in the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company

carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in the business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to such employees or to the trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (v) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the

said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.

5.* The share capital of the company is £500 divided into 500 Shares of £1 each.

* By Special Resolution of 11th March 1994 the authorised share capital of the Company was increased from £500 to £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each.

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF THATCHERS CIDER COMPANY LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

ALLOTMENT OF SHARES

2. (a) Any shares proposed to be issued by the Directors shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct.

The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period, as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares

shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members. In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

- (b) Subject to the preceding paragraph (a) of this Article the Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the share capital existing as at the time of adoption of this new Article 2(b) namely £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each at any time or times during the period of five years from the date of adoption of this new Article 2(b) and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period.

SHARE CAPITAL AND SHARES

3. (a) The share capital of the Company is £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each ranking pari passu in all respects.
- (b) The lien conferred by Clause 11 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. Clause 11 in Table A shall be modified accordingly.
4. The power of the Directors to make calls conferred by Clause 15 in Table A shall be modified by deleting from such Clause the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for payment of the last preceding call"
5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of Clause 33 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

6. 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 Directors and to the Auditor for the time being of the Company.
7. Clause 54 in Table A shall be read and construed as if the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end.
8. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more such members.

Clause 73A of Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

9.
 - (a) Clause 75 in Table A shall not apply to the Company.
 - (b) The number of Directors may be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally and Clause 99 in Table A shall be modified accordingly.
 - (c) The Directors shall not be required to retire by rotation and accordingly -
 - (i) Clauses 89, 90, 91, 92 and 94 in Table A shall not apply to the Company; and

- (ii) Clause 95 in Table A shall be ended at the words "shall then be eligible for re-election" and the succeeding words shall not apply to the Company; and
- (iii) Clause 97 in Table A shall be ended at the words "additional director" and the succeeding sentence shall not apply to the Company.

BORROWING POWERS

- 10. (a) 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 14 of the Companies Act 1980 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.
- (b) Accordingly, Clause 79 in Table A shall not apply to the Company.

ALTERNATE DIRECTORS

- 11. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.
- (b) An alternate Director so appointed 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, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

- (c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of and to attend all General Meetings.
- (d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.
- (e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or 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.

POWERS OF DIRECTORS

- 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 Table A shall be modified accordingly.
- 13.
 - (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
 - (b) Accordingly, Clause 87 in Table A shall not apply to the Company.
- 14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Clause 86 in Table A shall be modified accordingly.

15. Clause 88 in Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".
16. A resolution in writing pursuant to Clause 106 in Table A may be signed by an alternate Director in place of his appointor and may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to, or his or their alternates and the said Clause 106 shall be modified accordingly. The said Clause 106, modified as aforesaid, shall also apply to any resolution of a committee of Directors.

INDEMNITY

17. (a) Every Director or other officer 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, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 or Section 36 of the Companies Act 1980, 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 205 of the Companies Act 1948.
- (b) Accordingly, Clause 136 in Table A shall not apply to the Company.

ADDITIONAL POWERS

18. Subject to the provisions of Part III of the Companies Act 1981 the Company may:-
 - (a) pursuant to Section 45 of that Act issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be provided by the Articles of the Company;
 - (b) pursuant to Section 46 of that Act purchase its own shares (including any redeemable shares);

- (c) pursuant to Section 54 of that Act make a payment out of capital in respect of the redemption or purchase.

Clause 3 in Table A shall not apply to the Company.

TRANSFER OF SHARES

- 19. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 in Table A shall be modified accordingly.
- 20. Notwithstanding any other provision of these Articles, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any share whether a fully paid share or not.

The first sentence of Clause 24 in Table A shall not apply to the Company.

- 21. (a) Any person desiring to make a transfer or transmission of any shares in the Company -
 - (i) to a member of the family of the Member in whose name those shares are registered at the date of the transfer (even though such Member may be deceased);
 - (ii) to any trustee or trustees (including any new trustee or trustees appointed upon a change of trustees) of a qualifying trust to be held upon the terms of such trust;
 - (iii) to any person beneficially interested under a qualifying trust;
 - (iv) to the legal personal representatives of the deceased Member in whose name those shares are registered at the date of the transmission;
 - (v) to a member or members of the family of a deceased former Member where the personal representatives of such deceased former member are registered as holders of the shares and are desirous of transferring shares under the deceased former Member's will or intestacy to beneficiaries of the deceased former Member's estate;

shall be entitled to proceed with such transfer or transmission without being obliged to comply with the pre-emption procedure set out in the succeeding provisions of this Article provided that such transfer or transmission shall nevertheless be subject to Article 20 hereof.

- (b) For the purpose of this Article and Article 22 below references to "shares" shall be deemed to include a reference to a single "share" and vice versa except where the context unequivocally otherwise so requires.

For the purpose of paragraph (a) of this Article but not any other paragraph -

- (i) the word "Member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy.
 - (ii) the words "member of the family" shall mean child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether a full brother or sister, a half-brother or sister or an adoptive brother or sister but not including a step-brother or sister) and child and remoter issue of any such brother or sister (including a child by adoption) and "members of the family" shall be construed accordingly.
 - (iii) the words "qualifying trust" shall mean a trust created by deed or by will by the Member in whose name the shares presently sought to be transferred or transmitted are or were registered immediately prior to the creation of the trust and the terms of which trust provide to the Directors' reasonable satisfaction that there are and will be persons beneficially interested under the trust or entitled to influence the manner in which the voting rights attaching to the shares in the Company held under the terms of the trust are exercised by the trustee or trustees other than the Member in whose name the shares are or were registered immediately prior to the creation of the trust and/or a member or members of the family of such Member.
- (c) Except in the case of transfers or transmissions falling within the provisions of paragraph (a) above any person ("the proposing transferor") proposing to transfer any share shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same and specifying whether he is prepared to accept a sale of part only of such

shares. The proposing transferor may also specify in the transfer notice the price per share which in his opinion constitutes the fair value thereof ("the proposing transferor's suggested price"). A transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the shares comprised in the transfer notice to any Member or Members found in accordance with the following provisions of this Article willing to purchase same ("the purchasing Member" and "purchasing Members") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower) provided that the Company shall comply with any requirement in the transfer notice that the shares may only be disposed of in whole and not in part.

- (d) Not later than fourteen days after the receipt by the Company of a transfer notice, the Directors shall in a case where the transfer notice does not include the proposing transferor's suggested price and may in any other case if they in their absolute discretion so decide, instruct the Auditor (as hereinafter defined) to certify in writing the sum which in his opinion represents the most equitable selling price for the shares comprised in the transfer notice ("the fair value"). In certifying the fair value the Auditor shall be entitled to take into account all surrounding matters and circumstances and to attach such weight to such matters and circumstances bearing upon his valuation and to seek and accept representations from such parties concerning the valuation as he in his absolute discretion shall think fit provided that the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares in the capital of the Company and the Auditor shall not be entitled to take into account the size of the shareholding being disposed of pursuant to the transfer notice. In certifying the fair value the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. All costs, fees and expenses relating to the valuation by the Auditor shall be borne by the Company except insofar as otherwise provided in paragraph (e) below.

For the purpose of this Article "Auditor" shall mean the Auditor for the time being of the Company or, at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales.

- (e) Not later than seven days after receipt by the Directors of the Auditor's certificate of the fair value the Directors shall give notice to the proposing transferor of the fair value of shares comprised in the transfer notice as certified by the Auditor ("the fair value notice"). The proposing transferor may except in the case of a transfer notice served or deemed to have been served pursuant to Article 22 below within ten days of service of the fair value notice revoke the transfer notice provided that the proposing transferor shall have entered into an undertaking in such form as the Directors may reasonably require to pay all costs, fees and expenses relating to the valuation by the Auditor. A transfer notice shall not otherwise be revocable except with the sanction of the Directors who may impose such conditions upon the giving of such sanction as they in their absolute discretion see fit.
- (f) Not later than fourteen days after receipt by the Company of the transfer notice, or in case the Auditor has been instructed to certify the fair value of the shares in accordance with paragraph (d) above not later than twenty-one days after receipt by the Directors of the Auditor's certificate of fair value, the shares comprised in the transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as possible in proportion to the number of shares held by them respectively provided that fractions of shares shall not be offered. Such offer shall be made by notice in writing ("the offer notice"). The offer notice shall state the price at which each share is offered for sale (being the lower of the proposing transferor's suggested price and the fair value certified by the Auditor), and shall state whether the Auditor has certified a fair value for the shares comprised in the transfer notice and (if so) what that fair value is and whether the proposing transferor requires that all of the shares comprised in the transfer notice should be disposed of or is willing to dispose of only part of such shares. The offer notice shall limit the time in which the offer may be accepted to a period not being less than twenty-one days nor more than forty-two days after the date of the offer notice. For the purpose of this paragraph an offer shall be deemed to be accepted on the day on which an unequivocal acceptance in writing is received by the Company. The offer notice shall also invite each Member upon whom it is served to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all such Members do not accept the offer in respect

of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares as are already held by such Members as have applied for additional shares respectively, except that no Member shall be obliged to take more shares than he shall have applied for. If the number of shares comprised in the transfer notice is such that it is impossible to offer shares to the Members upon whom the offer notice is to be served precisely in proportion to their existing holdings without offering fractions of shares then the balance of shares not capable of being so offered for sale shall be offered for sale to such one or more of the Members upon whom the offer notice is to be served and in such numbers as the Directors may in their absolute discretion think fit.

(g) If a purchasing Member or purchasing Members -

- (i) Shall have been found for all the shares comprised in the transfer notice within the period specified in paragraph (f) above; or
- (ii) In the case of a transfer notice in which the proposing transferor has indicated his willingness to transfer part only of the shares comprised in the transfer notice shall have been found for some of the shares comprised in the transfer notice within the period specified in paragraph (f) above;

then the Company shall not later than seven days after the expiry of the period specified in paragraph (f) above give notice in writing ("the sale notice") to the proposing transferor identifying the purchasing Member or Members and the numbers of shares to be purchased by each and the proposing transferor shall be bound upon payment of the price due in respect of all the shares for which a purchasing Member or Members has or have been specified in the sale notice to transfer the shares to the purchasing Member or Members.

(h) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer or transfers of such shares in favour of the purchasing Member or Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member or Members. The Company shall pay the purchase money into a separate bank account.

(i) If at the expiration of six calendar months after the receipt by the Company of the transfer notice the proposing transferor has not received a sale notice from the Company in respect of all of the shares comprised in the transfer notice and notwithstanding that the procedure set out in the foregoing provisions of this Article is still in progress then the procedure set out in the foregoing provisions of this Article shall (if still in progress) terminate forthwith and the proposing transferor shall be at liberty during the period of six calendar months immediately following the aforesaid period of six calendar months:

(1) in case the proposing transferor has specified in the transfer notice that he was not willing to accept a sale of part only of the shares comprised in the transfer notice, to transfer all of the shares comprised in the transfer notice to any person or persons or, where the transfer notice has been given or deemed to have been given pursuant to Article 22 below to elect in respect of such shares himself to be registered as the holder; or

(2) In case the proposing transferor specified in the transfer notice that he was willing to accept a sale of part only of the shares comprised in the transfer notice, to transfer those shares for which no sale notice has been received to any person or persons or where the transfer notice has been given or deemed to have been given pursuant to Article 22 below, to elect in respect of such shares himself to be registered as the holder;

Provided that:

(i) any such transfer or transfers shall nevertheless be subject to Article 20 above; and

(ii) if the proposing transferor shall have specified in the transfer notice that he was not willing to transfer part only of the shares comprised in the transfer notice then the proposing transferor shall only be entitled to dispose of such shares pursuant to this paragraph if he dispose of all of such shares; and

(iii) the proposing transferor shall not be entitled to dispose of shares pursuant to this paragraph except for a genuine cash consideration of not less than the price per share at which such shares were offered to Members under paragraph (f) of this Article.

22. Except in the case of a transfer or transmission made pursuant to Article 21 (a) hereof and which is approved by the Directors pursuant to Article 20 hereof (hereinafter called "a permitted transfer" and "permitted transfers" shall be construed accordingly) any person becoming entitled to any shares in consequence of the death or bankruptcy of a Member shall give a transfer notice pursuant to Article 21 in respect of all such shares before such person may elect to be registered himself as holder of or to execute a transfer of any such shares. If a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of all shares to which he is entitled within six months of the death or bankruptcy, the Directors may at any time thereafter give notice in writing requiring such person within thirty days to execute a permitted transfer and/or a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not comply with such notice he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to Article 21 in respect of any shares for which he still has not executed a permitted transfer or given a transfer notice.

Clauses 29 to 32 inclusive in Table A shall be read and construed subject to the provisions of this Article.