

**THE COMPANIES ACTS 1929 to 1989
PRIVATE COMPANY LIMITED BY SHARES**

Company No. 25668

THE INNES TRADING COMPANY LIMITED

(As Amended)

Incorporated the 31st JULY 1947

**MEMORANDUM and ARTICLES
of
ASSOCIATION**

SCOTT'S COMPANY FORMATIONS
5 LOGIE MILL, BEAVERBANK OFFICE PARK
LOGIE GREEN ROAD, EDINBURGH EH7 4HH
TEL 0131-558 5800 FAX 0131-558 1112



THE COMPANIES ACTS 1929 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

THE INNES TRADING COMPANY LIMITED

- I. The name of the Company is THE INNES TRADING COMPANY LIMITED**
- II. The registered Office of the Company will be situate in Scotland.**
- III. The objects for which the Company is established are:-**
 - 1. To carry on the business of managing and developing lands and estate properties and assets heritable and moveable in any part of the United Kingdom, and generally the business of ownership, factorship, management, improvement, exploitation, and development of landed estates and interests in all or any of its branches.**
 - 2. To carry on in Scotland and elsewhere all or any of the businesses, trades, industries or Occupations of caterers, farming, dairying, stockbreeders, stockdealers, fishing, fishery, forestry, timber save-millers, wood merchants, nurserymen, gardeners, garage proprietors, mining, oil and shale works, waterworks, quarrying, manufacturing and supplying gas and electricity and other illuminants and sources of power, and of manufacturing from the products of all or any of the businesses, trades, industries or occupations of the Company all classes and descriptions of goods and commodities capable of being made therefrom, and in all or any of their branches respectively.**
 - 3. To carry on, as aforesaid, any other business whatsoever similar to those described in the main Objects of the Company, as specified in the two preceding sub-clauses, or which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such main objects as aforesaid, or is calculated directly or indirectly, to develop any branch business of the Company, or to increase the value of or render more profitable any of the assets, properties or rights of the Company.**

4. To exercise in particular and without prejudice to generality, and to all other powers inherent in the Company, and in aid of and for the purposes of the objects of the Company, all or any of the following powers, namely:-
- (A) To purchase, feu, rent, lease or otherwise acquire heritable or real property of any description whatsoever, and all kinds of rights and interests therein or connected therewith, subject or not subject to any bonds, charges, incumbrances, debts, liabilities or other burdens affecting the same.
 - (B) To purchase, hire or otherwise acquire goods and commodities of all kinds, including pictures, plate, furniture, plenishings, plant, machinery, live and dead stock, and generally all kinds of moveable property, assets, rights, privileges and obligations, necessary, useful or convenient for the purposes of the Company.
 - (C) To pay for any property, assets, rights or interests acquired by the Company either in cash or in shares or debentures or other securities of the Company, or by the transference of any securities of any company held by the Company, or of any other assets the Company, or partly in one mode and another.
 - (D) To sell (either by public roup or private bargain), excamb, feu, lease, burden with debt, or in any other way deal with or dispose of all or any part of the property, assets, rights and interests of the Company
 - (E) To develop the property, assets, rights and of the Company by draining, irrigating, fencing, planting, paving or any other operations or by building supplying, altering, enlarging, maintaining, rebuilding, decorating, furnishing, plenishing or otherwise improving, any buildings, works, machinery and appliances of all and every kind necessary, useful or convenient for the purposes of the Company.
 - (F) To acquire, construct, improve, maintain, work, manage, superintend, or control any roads, ways, bridges, viaducts, aqueducts, canals, water courses, water and other mains, hydraulic works, dwelling-houses, tanks, reservoirs, pipes, pipe lines, and other apparatus in connection with any business of the Company or in which it is engaged or interested directly or indirectly.
 - (G) To search for, win, work and carry away, manufacture, use, sell, or dispose of sand, stone, coal, fireclay, shale, oil, gas, iron, lead, clay or any other metals, minerals and substances in or under the properties of the Company; or to grant leases thereof or other rights to any person or company for such purpose.

- (H)** To buy or otherwise acquire the whole or any part of the business, property or undertaking of any other company, company, partnership or individual, business which the Company may legally and to pay therefor in cash, or in debentures or other securities of the partly in any of such modes and generally on such terms as the Company may approve.
- (I)** To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (J)** To take and hold any property and effects, heritable or moveable, real or personal, whether acquired in or absolutely, either in name of the Company itself in the name of a trustee or trustees, who may be either individuals or corporations.
- (K)** To borrow or raise or secure the payment of money in any way, and in particular by bond, bond and disposition in security, ex facie absolute disposition, the issue of debentures, whether terminable perpetual or otherwise, and secured or not secured upon or any part of the properties, assets, rights or inter of the Company.
- (L)** To draw, make, accept, endorse and execute, and to discount and sell promissory notes, bills of exchange, bills of lading and other negotiable or transferable documents of title.
- (M)** To advance money by way of loan or otherwise, without security, to any company, society or individual. and to allow time for the repayment of any such and to grant guarantees or the payment of any sums of money, or the performance of any contract obligation by any company, society or individual.
- (N)** To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or dependants of such persons, and to support or subscribe to any charitable or benevolent or other institutions, clubs, societies or funds; to give free grants of land for the erection of memorials, churches, free libraries or other institutions of a public or patriotic or local nature, or to subscribe towards the cost of erecting same; and to subscribe to or otherwise assist any associations formed for the protection and safeguarding of landed estate ownership interests connected therewith.
- (O)** To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of the Company or of undertaking any business or operations which may appear likely to assist or benefit the Company and to the 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 property, assets, rights and interests of the Company, or any part thereof for such consideration as the Company may think fit; and to divide, by a resolution of the Company without recourse to a formal winding-up or voluntary liquidation, the net proceeds among the shareholders.
 - (Q) To distribute among the members in specie any property or assets of the Company.
 - (R) To do all or any of the above things either as principals, agents, trustees, contractors or otherwise, either alone or in conjunction with others, and either by or through agents, trustees or otherwise.
 - (S) To do all such other things as are incidental or conducive to the attainment of all or any of the objects of Company.
 - (T) To carry on business as capitalists, financiers, business financial and investment consultants directors and advisers, either directly or through Agents from its own membership or otherwise.
 - (U) To act as Agents for the purchase, sale, improvement, development, management and dealing with property real and personal and business concerns and undertakings and generally to transact and undertake all kinds of agency business.
 - (V) To enter into partnership or into arrangements for joint working in business or for sharing profits, union of interests, reciprocal concession or co-operation with any person or persons, partnership, association or corporation carrying on business within the objects of the Company.
 - (W) To remunerate or make donations (by cash or other assets) or by the allotment of fully or partly-paid shares or any other manner, whether out of the Company's capital or profits or otherwise as the Directors of the Company may think fit, to any person or person for services rendered in introducing any property, or business of the Company.
- IV. The liability of the members is limited.
- V. The Share Capital of the Company into £353,000 divided into 3,000 Ordinary Shares of £1 each and 350,000 8% Redeemable Non-Cumulative Preference Shares of £1 each.

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

**Names, Addresses and Description of
Subscribers.**

**Number of Shares taken by each
Subscriber.**

**IAIN MARK TENNANT,
INNES HOUSE,
ELGIN.**

One

Landed Proprietor.

**MARGARET ISLA HELEN MARION TENNANT,
INNES HOUSE,
ELGIN.**

One

Married Woman.

Dated the Twenty-third day of July, Nineteen hundred and forty-seven

Witness to the above signatures:-

**A. Logan McClure,
28 Castle Street,
Edinburgh.**

Writer to the Signet.

THE COMPANIES ACTS 1929 to 1989

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

THE INNES TRADING COMPANY LIMITED

(As Adopted)

PRELIMINARY

1. The Company is a "Private Company" in the sense of the Companies Act, 1929, in terms of its Memorandum of Association and of these Articles of Association consisting of the Regulations contained in Table A in the First Schedule to the Companies Act, 1929 (hereinafter called "Table A"), and the additional Articles hereinafter set forth and subject to the declaration that clauses 19, 21, 22, 45, 64, 66, 69, 71 to 76, 101 and 104 Table A shall not apply and that the remaining clauses of Table A shall apply only when not inconsistent with the said additional Articles.
2. The number of members of the Company (excluding person who are in the employment of the Company and persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) shall be limited to fifty, and no transfer which would increase such number of members beyond fifty shall be valid, and the Directors shall refuse to recognise or register any transfer which would so increase such number. No invitation shall be made to the public to subscribe for any shares or debentures or other securities of the Company, and the Company and its Directors, Officials, Agents and all others acting or that may act on its behalf are hereby prohibited from making such invitation to the public.

SHARE CAPITAL AND SHARES

3. The Authorised Share Capital of the Company at the adoption of these Articles is £353,000 divided into 3,000 Ordinary Shares of £1 each ("the Ordinary Shares") and 350,000 8% Redeemable Non-Cumulative Preference Shares of £1 each ("the Redeemable Shares").
4. The Ordinary Shares and the Redeemable Shares shall entitle the holders thereof to the special rights and subject them to the restrictions and provisions following, namely:
 - (a) The Ordinary Shares shall confer on the holders thereof:

- (i) Subject to the payment in full of all dividends payable in respect of the Redeemable Shares in respect of the relevant financial year, the right to the profits of the Company (if any) resolved and remaining to be distributed in respect of such financial year; and
 - (ii) Subject to the repayment at par of the capital paid up on the Redeemable Shares; the right in a winding up of the Company or on a reduction of capital to the assets of the Company remaining to be divided on such winding up or such reduction of capital.
- (b) The Redeemable Shares shall confer on the holders thereof:
 - (i) The Redeemable Shares shall carry the right to an Annual Fixed cash dividend of 8% to be paid out of the profits and/or distributable reserves from time to time of the Company. Such dividend shall be non cumulative.
 - (ii) The right in a winding up of the Company or on a reduction of capital, in priority to any payment in respect of the Ordinary Shares.
 - (iii) The holders of the Redeemable Shares may at any time after six months of issue, by notice(s) in writing (hereinafter referred to as a "conversion notice") delivered to the Company convert all (but not some only) of the Redeemable Shares into Ordinary Shares on a one for one basis and the following provisions shall have effect: conversion of the Redeemable Shares into Ordinary Shares shall take effect immediately upon the date of delivery of a conversion notice (hereinafter called the "date of conversion");

forthwith after a date of conversion the holders of the Redeemable Shares to be converted shall send to the Company their certificates in respect of such Redeemable Shares and the Company shall issue to such holders certificates for the Ordinary Shares resulting from the conversion;
 - (iv) The Company shall be bound to redeem at par the Redeemable Shares and shall on redemption pay to the holders thereof the fixed dividend accrued thereon from the last payment date to the redemption date, and payable whether such dividend has been earned or declared or not.
 - (v) Redemption shall take place at the Registered Office of the Company, whereat the Certificates for the shares to be redeemed shall be delivered to the Company in order that the same may be cancelled. Upon such delivery or, failing which, on the relevant date of redemption, the Company shall pay to such holder the amount due to him in respect of such redemption.

LIEN AND FORFEITURE

5. Any sale under clauses 8 or 26 of table A shall be subject to Article 8 hereof.

TRANSFER AND TRANSMISSION OF SHARES

6. No transfer of any share in the Capital of the Company shall be made or registered without the previous sanction of the Director, who may, without assigning any reason, decline to give any such sanction. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year; No transfer shall be recognised by the Directors unless (a) such fee, not exceeding two shillings and sixpence, as the Directors may from time to time determine, is paid to the Company, in respect thereof; and (b) the transfer is accompanied by the Certificate of the shares to which it relates, and such other evidence as the Director may reasonably require to show the right of the transferor to make the transfer. If the Directors decline to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
7. No member shall, without the consent of the Directors, be entitled to transfer any share for a nominal consideration, or by way of security; and no transfer of shares shall take place for an onerous consideration until an offer thereof accompanied by the Certificate representing such share shall have been first made in writing to the Directors for behoof of the members of the Company, or any other person or persons whom the Directors may in the interests of the Company consider it desirable should be admitted to membership as provided in Article 8 hereof. Such offer shall contain the name of the intending purchaser and the price to be paid by him; and the Directors shall be allowed thirty days either to accept or reject the offer at said price, and if rejected the seller shall not be entitled to sell such shares at a lower price until a new offer at such lower price shall have been made to the Directors for behoof foresaid and not accepted by them.
8. Without undue delay the Directors shall offer any shares which they are Proceeding to sell in terms of clauses 8 or 26 of Table A or any shares offered to them, in accordance with the preceding Article, or acquired by them in accordance with Article 9 hereof, to or among the other shareholders as nearly as may be in proportion to the number of such shares held by them respectively; provided that, if in any case the proportion of shares to which any other member may in consequence be entitled to have offered to him be less than ten, the Directors may in such case in place of so offering that proportion of shares cause them to be offered to such persons as they choose, who may be of their own number. The price at which the Directors shall offer such shares shall be the price at which the same are offered to or acquired by the Director. Any proportion of shares not accepted within such time as the Directors may fix by any member to whom they are offered as aforesaid, shall be offered in such way and at such price as the Directors may think right to any other member or members (which offer may be made at the same time as then original offer), and failing any shareholder purchasing them, to any other person or persons when the Directors may, in the interests of the Company, consider it desirable to admit to membership. Any

member or the executors or administrators or trustee or assignee of any member whose shares are offered to and accepted by any other member or members, or any other person or persons, in terms of this Article, shall be bound, in exchange for the price at which such shares were offered to or acquired by the Directors for behoof foresaid, to execute and deliver a transfer or transfers of such shares to the member or members or other person or persons acquiring the same; and failing the execution and delivery of such transfer or transfers within such time as the Directors may appoint, the Directors may, without any further or other consent, execute a transfer in favour of the purchaser or purchasers of such shares, and give to him or them a Certificate or Certificates of membership in respect thereof, and the interest in such shares of the member or executors or administrators or trustee or assignee so failing to execute and deliver a transfer shall thereupon cease, and his or their only right in respect of such shares shall be to receive the price at which the same were offered to or acquire by the Directors.

9. Upon the title of the executors or administrators of a deceased member, or of the trustee or assignee of a bankrupt member, being intimated to the Company, it shall be in the power and option of the Directors to require the executor or administrators or the trustee or assignee, as the case may be, to sell to the Directors all or any of the shares which belonged to such deceased or bankrupt member at a price to be agreed on, and failing agreement, at a price to be fixed by the Auditor of the Company for the time being; provided always that a requisition in writing to that effect shall have been served on behalf of the Directors upon the executors or administrators, or trustee or assignee as the case may be, within sixty days after their of his title shall have been intimated to the Company. Any shares acquired by the Directors in virtue of this Article shall be dealt with in the manner provided in Article 8 hereof.
10. Subject to the provisions of Articles 7 to 9 hereof inclusive, any persons becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

PROCEEDINGS AT GENERAL MEETING

11. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meet proceeds to business; two members personally present shall be a quorum.

DIRECTORS

12. Until otherwise determined by the General Meeting of the Company the number of the Directors of the Company shall not be more than four nor less than two.
13. A Director shall not be bound to hold any share-holding qualification.
14. The first Directors shall be IAIN MARK TENNANT of Innes House, by Elgin, Moray; LADY MARGARET TENNANT of Innes House, by Elgin, Moray; MICHAEL FRANCIS TENNANT, D.S.O., of Lochnabo, Lhanbryde, Moray; and GEORGE GRANT PETRIE of Inchbroom, by Elgin, Moray, who shall continue in office subject to their right to resign until the members of the Company by resolution at a General Meeting shall vote otherwise.
15. The office of a Director shall, ipso facto, be vacated:-
 - (a) If he becomes bankrupt or suspends payment or compounds with his creditors.
 - (b) If he is found lunatic or becomes of unsound mind.
 - (c) If he is absent from the meeting of the Directors to which he is entitled to be summoned during a period of six calendar months without special leave of absence from the Directors.
 - (d) If he sends in his written resignation to the Board, but this shall not apply to a Director who, by the terms of his appointment or of any agreement with the Company, is not entitled to resign.
16. No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchase, lessee 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 or his firm or partner in business shall be in any way interested, 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, provided that the nature of his interest is disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. Any Director may vote in respect of any contract or arrangement in which he is so interested as aforesaid, and on any question arising thereout, including any contract dealing, or arrangement with a corporation or company of which the Directors of this Company or any of them may be Directors or Members. The provisions of this Article may at any time or times be suspended or relaxed to any extent, any claim arising out of any breach may be released by a Resolution of the Company in General Meeting. A general notice or knowledge that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give special notice of any particular transaction with such firm or company or his interest therein.

17. Any Director of this Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as director or member of such company. Any Director may also be appointed to and hold any other office under the Company (except that of Auditor), and retain the emoluments of such office, and may also act as broker to the Company, or in any other professional capacity, and charge and retain for his own benefit his usual professional charges in respect of all services rendered to the Company.
18. The Directors may exercise all the powers of the Company to borrow money, and 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.
19. A meeting of Directors, at which a quorum of two is present, shall be competent to exercise all or any of the powers, authorities and discretions by or under the Articles of the Company for the time being vested in the Directors. A Resolution in writing signed by at least two of the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

THE SEAL

20. All deeds and formal writings by the Company, in addition to being sealed, shall be signed by one Director and the Secretary, or by two Directors, and all deeds so signed and sealed shall be valid and sufficient. Such execution on behalf of the Company shall be binding and effectual, whether attested by witnesses or not.

ACCOUNTS

21. A copy of every balance sheet and of the Directors' report shall lie at the office of the Company during the day of the Ordinary General Meeting, and for two hours before the Meeting, and shall during that time and at the Meeting be open to inspection by each Member, but the same shall not be circulated. Save as aforesaid,, no Member of the Company shall be entitled to inspect any of the books, documents, accounts, or premises of the Company without the consent of the Directors.

NOTICES

22. A member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices From the Company.

WINDING-UP

23. If the Company shall be wound up (whether Voluntarily or otherwise) the liquidators may with the sanction of an Extraordinary Resolution, divide among the contributories in specie any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidators with the like sanction shall think fit.

Names, Addresses and Descriptions of Subscribers.

**IAIN MARK TENNANT,
INNES HOUSE,
ELGIN.**

Landed Proprietor.

**MARGARET ISLA HELEN MARION TENNANT,
INNES HOUSE,
ELGIN.**

Married Woman.

Dated the Twenty-third day of July, Nineteen hundred and forty-seven.

Witness to the above signatures:-

**A. Logan McClure,
28 Castle Street,
Edinburgh.**

Writer to the Signet.