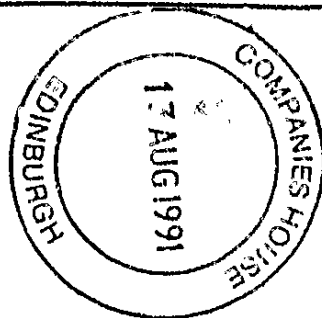


*The Companies Acts*

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COMPANY HAVING A SHARE CAPITAL

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**Memorandum**  
- AND -  
**Articles of Association**  
  
OF

**Berwick-upon-Tweed Garden Centre Limited**

No. 7992B

Incorporated the 8th day of September, 1982

Messrs. LINDSAYS, W.S.  
1 Rothesay Terrace  
Edinburgh, EH3 7UP.

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PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION\*

of

BERWICK-UPON-TWEED GARDEN CENTRE LIMITED

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1. The name of the Company is "BERWICK-UPON-TWEED GARDEN CENTRE LIMITED".
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
  - (a) To carry on in Scotland and elsewhere (i) the business or businesses of a Garden Centre, Nurseries, Market Gardening, Landscape Gardening, Jobbing Gardening, Florists, Horti-culturalists, Seedsmen, Tomato Growers, Bulb Growers and Growers and cultivators of every kind of vegetable, fruit, flower and other produce of the soil, (ii) the business or businesses of consultants and contractors in forestry, parks, sports grounds and garden construction and maintenance (iii) the constructing, laying out, preparing, planting, cultivating, maintaining, improving, altering, equipping and stocking of gardens and garden ground, recreation and sports grounds and pleasure and amenity grounds, both public and private; and to plant, tend, cultivate, prune and fell trees, bushes and shrubs; and to supply, manufacture, erect, sell, purchase and generally deal either wholesale or retail in greenhouses, summerhouses, garages, pavilions, huts, sheds, poultry houses and other buildings and outhouses in brick, stone, concrete, wood or other materials, garden furniture, frames and ornaments, walls, fences and fencing materials, paving, walling and rockery stones, gravel, granite and whin and other drippings, macadam, blaes, lime and cement edging kerbs, tiles, setts, slabs, drain and other pipes, turf, seeds, seedlings, plants and bulbs, chemical, natural or artificial manures and fertilisers and all manner of garden, horticultural and agricultural machines, apparatus, tools, implements, utensils, materials, substances, requisites and accessories, (iv) the cultivating, preparing, manufacturing and rendering marketable of any and every kind of produce of the soil, and to sell, dispose of and deal in either wholesale or retail such produce, either in its raw, preserved, prepared or manufactured state, and to manufacture, supply and deal in artificial flowers, bouquets and decorations of every description, flowerbaskets and other flower receptacles, containers and accessories, and (v) to carry on business as importers, exporters, greengrocers, provision dealers, apiarists, poultry farmers, builders and constructors for the construction of works, road and pavement makers and repairers, painters, decorators, joiners, woodworkers, garage proprietors, carriers, ironmongers and hardware dealers.
  - (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.

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\* The name of the Company was changed from Oblib (1) Limited to Berwick-upon-Tweed Garden Centre Limited by a Special Resolution of the Company passed on 5th November 1982 and by a Special Resolution passed on the same date Clause 3(a) was amended by the substitution of the present wording

(c) To purchase, take on lease or in exchange, rent, hire or by any other lawful means acquire and to hold for any estate or interest any lands, buildings, hereditaments and any heritable or moveable, real or personal property of any kind; and to take or by any lawful means to acquire any easements, rights, privileges, concessions, options and licences of any kind which are or may be necessary or convenient for any of the Company's business or any branch or department thereof.

(d) To carry on the business of managers of property, buildings, lands and estates of any tenure or kind, and of managers and advisers of and in respect of stocks, shares and other securities whether quoted or not, or funds or investments of any other kind, and to undertake or direct the management of such property, buildings, lands, estates, stocks, shares, securities or investments as aforesaid of any persons whether members of the Company or not and the collection and receipt of rents, dividends, profits and income therefrom and to act as house agents, land or estate agents, brokers, trustees, managers and advisers and purchase and sell for any persons whether members of the Company or not, heritable, freehold, leasehold or other property, buildings, lands or estates, stocks, shares, other securities, funds, and investments as aforesaid, and generally to act as agents, brokers, trustees, nominees, managers or advisers for any person, firm or company.

(e) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person, firm or company possessed of property suitable for any of the purposes of the Company or carrying on any business which the Company is authorised to carry on and upon any terms and for any consideration and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.

(f) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company, firm or person.

(g) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.

(h) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.

(i) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time seem expedient.

(j) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise, and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing, any company which is, (within the meaning of Section 154 of the Companies Act, 1948, or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company, and to give or to agree to give any indemnity against or in respect of or in relation to any contract, obligation, debt or liability of any nature whatsoever which may be entered into or owing or incurred by any such person, firm, authority or company as aforesaid including in particular but without limiting the generality of the foregoing any contract, obligation, debt or liability entered into or owing or incurred by any company which is (within the meaning of the said Section 154 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of such holding company, or entered into with or owing to or in favour of any customer of or person dealing in any way with any such company as aforesaid, or entered into or incurred at the request of or for the benefit of, or in connection with the activities of, any such company as aforesaid, and for any of the purposes aforesaid to mortgage or charge the undertaking and all or any part of the property and assets of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(k) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.

(l) To lend money to such persons, upon such terms and subject to such conditions, as may seem expedient.

(m) To sell, let, develop, dispose of or otherwise deal with the undertaking or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.

(n) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.

(o) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(p) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to 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 or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to 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 such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(q) To promote or to join with any other person or company in promoting any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.

(r) To amalgamate with any other company.

(s) To distribute any of the Company's property or assets among the members in specie.

(t) To cause the Company to be registered or recognised in any foreign country.

(u) To do all or any of the above things in any part of the World, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.

(v) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

The objects set forth in any 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 to 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 by 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 full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the members is limited: \_\_\_\_\_

5.

5. The authorised share capital of the Company is £60,000 divided into 30,000 Ordinary Shares of £1 each and 25,000 Class A Cumulative Redeemable Preference Shares of £1 each and 5,000 Class B Cumulative Redeemable Preference Shares of £1 each.

We, the 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
David Stewart Reith 1 Rothesay Terrace Edinburgh EH3 7UP  Solicitor	One
Robert John Elliot 1 Rothesay Terrace Edinburgh EH3 7UP  Solicitor	One

DATED this 20 day of August 1982

WITNESS to the above signatures:-

Wendy J McCaffer  
1 Rothesay Terrace  
Edinburgh EH3 7UP

Law Apprentice

THE COMPANIES ACTS 1948 to 1981

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

BERWICK-UPON-TWEED GARDEN CENTRE LIMITED

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PRELIMINARY

1. The Company is a private company and, subject as hereinafter provided, 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 referred to as "Table A") shall apply to the company.

2. Regulations 3, 24, 53, 69, 74, 75, 77, 84, 87 to 93 inclusive, 106 and 107 of Table A shall not apply to the Company.

SHARES

3. After the initial allotment of shares, any shares for the time being unissued shall, before issue, be offered to all the members in proportion as nearly as may be to the existing shares held by them respectively, unless the Company shall by Special Resolution otherwise direct. Every offer made under this Article shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that time, or upon receipt of written notice from the member to whom such notice was given that he declines to accept the shares offered, the shares not taken up by the member shall be offered in the proportion aforesaid to the persons who have, within the said time, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like time as the original offer. Any shares not accepted pursuant to the said offer or further offer as aforesaid or not capable of being offered except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine 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. Subject to this clause, the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation. In accordance with Section 17(9) of the Companies Act 1980 Subsections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.



3A.(a) The authorised share capital of the Company as at the date of adoption of these Articles of Association is £60,000 divided into 30,000 Ordinary Shares of £1 each ("Ordinary Shares") and 25,000 Class A Cumulative Redeemable Preference Shares of £1 each ("the Class A Preference Shares") and 5,000 Class B Cumulative Redeemable Preference Shares of £1 each ("the Class B Preference Shares")

(b) The rights attached to the Ordinary Shares, the Class A Preference Shares and the Class B Preference Shares are as follows: -

(i) As Regards Income

The profits of the Company available for distribution (hereinafter called "the available profit") in respect of any financial year or other financial period (hereinafter in this paragraph referred to as "the relevant period") shall be applied; (a) First in paying to the holders of the Class A and Class B Preference Shares a fixed cumulative preferential cash dividend (hereinafter called the "Fixed Preference Dividend") of 12p gross per share per annum to be payable annually on the first day of October in every year; provided that the first payment shall be due on first October Nineteen Hundred and Eighty-nine and shall be calculated on a pro rata basis in respect of the period from allotment of the Class A and Class B Preference Shares to that date; (b) Second subject to the above, the balance of the available profits resolved to be distributed shall be distributed amongst the holders of the Ordinary Shares pro rata according to the amounts paid up or credited as paid up on the said Ordinary Shares held by them respectively.

(ii) As Regards Capital

On a return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied (First) in paying to the holders of the Class A and Class B Preference Shares, a sum of £1 per Class A and Class B Preference Share, together with all arrears and accruals of dividend to be calculated down to the

date of the return of the capital in priority to any repayment to any other shareholders and to be payable whether such dividends have been declared or earned or not; (Second) in paying to the holders of the Ordinary Shares the sum of £1 per share; and (Third) the balance of such assets shall belong to and be distributed among the holders of the Ordinary Shares rateably accordingly to the amounts paid up or credited as paid up on the Ordinary Share held by them respectively.

(iii) As Regards Redemption

- (a) 7,200 of the Class A Preference Shares shall be issued as redeemable on 31st October 1992, 10,000 of the Class A Preference Shares on 31st October 1993, 7,800 of the Class A Preference Shares on 31st October 1994 and all the Class B Preference Shares on 31st October 1994. All the Class A and Class B Preference Shares shall be redeemed at a price of £1 per share;
- (b) If on any of the dates specified in accordance with sub-paragraph (a) hereof the Company cannot comply with the Companies Act 1985 and any other statute regulating redemption, the Company shall redeem the shares then overdue for redemption on such later date on which the Company shall first be able to comply.
- (c) Notwithstanding the dates specified in accordance with sub-paragraph (a) but subject to sub-paragraph (f) of this paragraph (iii) the Company shall be entitled upon giving three months written notice ("Early Redemption Notice") to the holders thereof, to redeem any or all of the Class A and Class B Preference Shares in accordance with this sub-paragraph at a price of £1 per share; each Early Redemption Notice shall state the date upon which redemption is to be effected (being any date occurring not more than three calendar months after the date of service of the Early Redemption Notice) and the total number of Class A and Class B Preference Shares to be redeemed on that date; upon the date or dates stipulated in the Early Redemption Notice(s) the Company shall be bound to redeem the numbers of Class A and Class B Preference Shares stated therein. Any Class A and Class B Preference Shares redeemed in accordance with this sub-paragraph (c) shall be deemed to be those due for redemption on the earlier of the dates stated for redemption in sub-paragraph (a) of this paragraph (iii).
- (d) in addition to payment of the sum of £1 per Class A and Class B Preference Shares in accordance with sub-paragraph (a) or (c) hereof, there will also be paid on the date of redemption all arrears and accruals of the Fixed Preference Dividend calculated down to the date of

redemption whether any such dividend has been earned or declared or not and the Fixed Preference Dividend shall cease to accrue from that date, unless upon delivery of a certificate, payment of the redemption monies is not made.

- (e) In the case of redemption of less than all of the Class A Preference Shares for the time being in issue, the Company shall be bound to redeem such a proportion of the Class A Preference Shares of each holder thereof as the aggregate of the Class A Preference Shares to be redeemed bears to the aggregate of the Class A Preference Shares in issue immediately prior to the date on which redemption is to take place.
- (f) Notwithstanding any other provisions of this Article 3A the Company shall not be entitled to redeem the Class B Preference Shares until it has redeemed all of the Class A Preference Shares then in issue. Further the Company shall only be entitled to redeem the Class B Preference Shares in one tranche.
- (g) The Class A and Class B Preference Shares to be redeemed in accordance with the foregoing provisions of this paragraph (iii) shall be redeemed by the Company at the Registered Office of the Company
- (h) on the dates specified in sub-paragraph (a) above and at the place specified in sub-paragraph (g) above, each registered holder of Class A and Class B Preference Shares shall be bound to surrender to the Company, a Certificate for his shares which are to be redeemed in order that the same may be cancelled and upon such surrender, the Company shall pay to him, the amount payable in respect of such redemption. Provided that if any certificate so surrendered to the Company includes any shares which the Company is not permitted by law to redeem on the occasion on which it is to be so surrendered, a fresh certificate for the balance of the shares not redeemable on that occasion shall be issued to the holders surrendering such certificate to the Company.

(iv) As Regards Voting

- (a) Subject to any rights or restrictions for the time being attached to any class or classes of shares, at the General Meetings on a show of hands every member holding Ordinary Shares who is present in person or by proxy (or in a case of a corporation by a duly appointed representative) shall have one vote and on a poll, every member shall have one vote for each Ordinary Share of which he is the holder; the Class A and Class B Preference Shares shall entitle the holders thereof to receive notice of and to attend all general meetings and to

receive copies of all circulars sent to holders of shares or debentures in the Company and of all Resolutions of the Company or of any class, but subject to sub-paragraph (b) below shall not entitle the holders thereof to vote at any General Meetings.

- (b) For so long as Guy Readman (or in the event of his death, the inheritor of any of the Class B Preference Shares) (hereinafter referred to as "the Investor") owns any of the Class B Preference Shares then in the circumstances aftermentioned at the General Meetings of the Company on a poll, the Investor shall have one vote for each Class B Preference Shares of which he is the holder.

Said circumstances are:-

- the issue of any additional shares in the Company without the previous consent in writing of the Investor or
- payment of dividends on the Class A or Class B Preference Shares falling more than one year in arrears ie failure to pay two successive annual dividends or
- failure to redeem Class A or Class B Preference Shares by their due date or
- the payment or provision of emoluments for directors or senior employees in excess of those agreed in writing by the Investor declaring that such agreement is not to be unreasonably withheld or
- should Nicholas George Crabbe give written notice of termination of his employment agreement or otherwise discontinue that employment agreement or fail to devote a reasonable proportion of his time attention and abilities to carrying out his duties as managing director of the Company having regard always to his other business interests as well as his responsibilities as such managing director

AND the Investor gives written notice to the Company and all the other Shareholders that he considers one or more of the foregoing situations has arisen, that he intends to vote in accordance with this paragraph at the next General Meeting occurring not less than 28 days after the Notice and in the said period of 28 days his Class A & B Preference Shares are not redeemed.

In the event of any dispute as to whether the circumstances specified in this sub-paragraph (b) have arisen, the matter shall be referred to

the Company's auditors (acting as experts) whose decision shall be final and binding on the Investor, the Company and the Shareholders.

4. Subject to the provisions of section 58 of the Companies Act 1948, (hereinafter referred to as "the Act") any preference shares may with the sanction of a special resolution be issued upon terms that they are or at the option of the company are liable to be redeemed.

5. In regulation 11 of Table A, the words "(not being a fully paid share)" shall be omitted.

#### TRANSFER OF SHARES

6(a) The instrument of transfer of a fully paid share need not be executed by or on behalf of a transferee and regulation 22 of Table A shall be modified accordingly.

(b) The Directors may in their absolute discretion, and without assigning any ground or reason therefor, decline to register any transfer of any share (whether fully paid up or not).

- 6A Restrictions on transfer (1) A share may be transferred by a member (or other person entitled to transfer) to any person if the transfer is approved in writing by all the members, but save as aforesaid and save as provided by the last paragraph of this regulation no share shall be transferred to any person unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- Transfer Notice (2) Except where the transfer is made pursuant to the first or last paragraph of this regulation the person desiring to transfer any share (hereinafter called "the Vendor") shall give notice in writing to the Company of such desire stating the sum which he fixes as the fair value of the share. Such notice shall constitute the Company the Vendor's agent for the sale of the share to any member of the Company or person approved as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditors and certified by them in writing. The offer made by such notice shall not be revocable except with the sanction of the Directors.
- Time Limit (3) If the Company shall within the period of two months after such a notice as aforesaid has been given [or after the giving of such certificate by the Auditors where such certificate has been given within the said first mentioned period of two months] (within which periods the notice shall not be permitted to be withdrawn) find a member or person approved as aforesaid willing to purchase the share and shall give notice thereof to the Vendor, he shall be bound upon the purchase price being paid or secured as hereinafter mentioned to transfer the share to the purchaser.
- Rights of Vendor after expiration of time limit (4) If the Company shall not within the period of two months aforesaid find a purchaser for the share and give notice as aforesaid, the Vendor shall at any time within three months after the expiration of the said two months be at liberty (subject to Regulation 6(b) of these Articles) to sell the share to any person and at any price and transfer the same accordingly.
- To Whom Shares to be Offered (5) Shares comprised in any such transfer notice as aforesaid shall be dealt with as follows:-

(a) Where the transfer notice is given in respect of

6A(5)(a), Cont'd)

shares standing in the name of Nicholas George Crabbie the shares comprised therein shall in the first place be offered to Guy Readman and in the second place to the Directors generally.

(b) Where the transfer notice is given in respect of shares standing in the name of the said Guy Readman the shares comprised therein shall in the first place be offered to the said Nicholas George Crabbie and in the second place to the Directors generally.

(c) Where the transfer notice is given in respect of shares standing in the name of the said Christopher Potter the shares comprised therein shall in the first place be offered to the said Nicholas George Crabbie and in the second place to the Directors generally.

(d) In every other case the shares comprised in any transfer notice shall be offered in the first place to the Directors generally.

(e) If and so far as any such offer as aforesaid shall not be accepted by the Directors or some or one of them, such shares or those not accepted shall be offered to the other members who already hold at least 1,000 shares each in such order as shall be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit. No member holding fewer than 1,000 shares shall be entitled to any such offer.

(f) Shares offered to the Directors generally as aforesaid shall be offered to them collectively and individually, but so that in case of competition they shall rank pari passu for acceptance and the shares shall so far as possible, be distributed equally among them and the destination of any balance which cannot be so distributed shall be decided by lot.

(g) Every such offer shall be personal to the individual entitled thereto and not transferable or transmissible and shall be open for acceptance for fourteen days only and if not accepted within that time shall be deemed to be declined.

Death of  
Member

(7) In the case of the death of Guy Readman, Nicholas George Crabbie may, and in the case of the death of Nicholas George Crabbie, Guy Readman may, within three months after the death of the deceased require the

6A(5)(a)(Cont'd) shares standing in the name of Nicholas George Crabbie the shares comprised therein shall in the first place be offered to Guy Readman and in the second place to the Directors generally.

(b) Where the transfer notice is given in respect of shares standing in the name of the said Guy Readman the shares comprised therein shall in the first place be offered to the said Nicholas George Crabbie and in the second place to the Directors generally.

(c) Where the transfer notice is given in respect of shares standing in the name of the said Christopher Potter the shares comprised therein shall in the first place be offered to the said Nicholas George Crabbie and in the second place to the Directors generally.

(d) In every other case the shares comprised in any transfer notice shall be offered in the first place to the Directors generally.

(e) If and so far as any such offer as aforesaid shall not be accepted by the Directors or some or one of them, such shares or those not accepted shall be offered to the other members who already hold at least 1,000 shares each in such order as shall be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit. No member holding fewer than 1,000 shares shall be entitled to any such offer.

(f) Shares offered to the Directors generally as aforesaid shall be offered to them collectively and individually, but so that in case of competition they shall rank pari passu for acceptance and the shares shall so far as possible, be distributed equally among them and the destination of any balance which cannot be so distributed shall be decided by lot.

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Death of  
Member

(7) In the case of the death of Guy Readman, Nicholas George Crabbie may, and in the case of the death of Nicholas George Crabbie, Guy Readman may, within three months after the death of the deceased require the



deceased's personal representatives to serve a transfer notice relating to such proportion (not exceeding one-half) of the shares of the deceased as the survivor shall think fit and if the personal representatives do not comply forthwith with such request they shall be deemed to have served the Company with a transfer notice relating to one-half of the shares of the deceased member and to have specified therein a sum equal to the amount paid up on the shares to which the same relates as the fair value.

Refusal to  
Transfer

- (8) If in any case the Vendor refuses or neglects on tender of the purchase money to transfer any shares for which the Company has found a purchaser the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed Attorney of the member with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the shares to the purchasing member and the Company may receive and give a good discharge for the purchase money on behalf of the Vendor and enter the name of the purchaser in the register of members as the holder by transfer of the shares purchased by him.

Relations  
to whom  
transfer  
may be made

- (9) Any share may be transferred by a member to his or her spouse, any child or grandchild of such member, and any share of a deceased member may (after the expiration of a period of three calendar months from his death and subject to paragraph 7 of this regulation) be transferred by his personal representatives to any spouse, child or grandchild or other issue, nephew, niece, son-in-law, daughter-in-law, father, mother, brother, sister, brother-in-law, widow or widower of such deceased member, and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.

7. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority (unless deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll) shall be produced at the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or on the taking of a poll, and in default the instrument of proxy shall not be treated as valid.

8. Any one of the directors or the secretary for the time being of any corporation or other organisation which is a member of the company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the company or any class of members of the company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

Any one of the directors or the secretary for the time being of the company or any other person appointed by resolution of the directors or other governing body of the company may act as its representative at any meeting of any corporation of which the company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the company as the company could exercise if it were an individual member of that corporation.

9. Regulation 54 of 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.

10. 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 as specified hereunder), 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 of such members.

#### DIRECTORS

11. Unless and until otherwise determined by the company in general meeting, the number of the directors shall not be less than two. The first directors of the company shall be determined in writing by the subscribers of the memorandum of association.

12. Any person may be appointed or elected as a director, whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained any particular age.

13. No shareholding qualifications shall be required by directors

14. A director of the company may be or become a director or other officer of, or otherwise interested in, any holding company of the company or any other company promoted by the holding company or in which the holding company may be interested and regulation 78 of Table A shall be extended accordingly.

15. The proviso to regulation 79 of Table A shall be omitted.

16. (a) 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.

(b) Save as by the next following article otherwise provided, a director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted) nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this article shall not apply to any of the following matters, namely -

(i) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the company; or

(ii) any arrangement for the giving by the company of any security to a third party in respect of a debt or obligation of the company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

(iii) any contract by him to subscribe for or underwrite shares or debentures of the company; or

(iv) any contract or arrangement with any other company or organisation in which he is interested only as an officer or creditor of or as a shareholder in or beneficially interested in shares of that company or organisation; or

(v) any such scheme or fund as is referred to in article 23 of these Articles which relates both to directors and to employees or a class of employees and does not accord to any director as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates.

The provisions of this article may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction carried out in contravention of this article may be ratified by ordinary resolution of the company.

17. A director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other director is appointed to hold any office or place of profit under the company or whereat the directors resolve to exercise any of the rights of the company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinbefore mentioned are considered or varied, and he may vote on any such matter other than in respect of his own appointment or the arrangement or variation of the terms thereof.

18. The words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose" in regulation 36 of Table A shall be omitted.

19. The office of a director shall be vacated:-

(a) if by notice in writing to the company he resigns the office of director; or

(b) if he becomes bankrupt, grants a Trust Deed for creditors or enters into any arrangement or composition with his creditors; or

(c) if he is prohibited from being a director by any order made under any of the provisions of section 183 of the Act; or

(d) if he becomes of unsound mind; or

(e) if he is removed from office as hereinafter provided.

20. All the words in regulation 94 of Table A after the words "number of directors" shall be omitted.

All the words in regulation 95 of Table A after the words "eligible for re-election" shall be omitted.

In regulation 96 of Table A the words "before the expiration of his period of office" shall be omitted.

All the words in regulation 97 of Table A after the words "or as an additional director" shall be omitted.

21. In addition and without prejudice to the provisions of regulations 96 and 97 of Table A, the company may by extraordinary resolution remove any director and may by ordinary resolution appoint another director in his stead.

22. A resolution in writing signed by all the directors or by all the directors for the time being entitled to receive notice of a meeting of the directors or committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or committee of directors (as the case may be) duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Directors.

23. The directors may establish and maintain or join with any holding company and associated companies of the company in procuring or otherwise 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, pensions, allowances, gratuities, emoluments and bonuses to directors, ex-directors, officers, ex-officers and any persons who are or were at any time in the employment or service of the company, the holding company or any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, and the wives, widows, families and dependents 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 such persons as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent object or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such company as aforesaid. Subject always, if the statutes in force for the time being in relation to companies shall so require, to any particulars with respect to the proposed payment being disclosed to the members of the company, and to the proposal being approved by the company, any director shall be entitled to participate in and retain for his own benefit any such pension, allowance, gratuity or bonus.

### ALTERNATE DIRECTORS

24. A Director may at any time appoint any other person (being a Director or person approved for that purpose by the Directors) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and to these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote for each appointer whom he represents in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to 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.

### TECHNICAL DIRECTORS

25. The directors may from time to time appoint any person or persons to be a technical director or technical directors of the company, and may from time to time define, limit and restrict his or their powers, and may fix and determine his or their remuneration and duties, and may at any time remove any such technical director, provided always that technical directors shall not be taken into account in calculating the quorum nor be entitled to vote at any of the meetings of the directors at which they may be present and, except with and to the extent of the sanction of the directors, shall not -

- (i) have any right of access to the books of the company; or
- (ii) be entitled to receive notice of or to attend meetings of the directors; or
- (iii) be entitled to participate in any respect in the exercise of the collective powers or duties of the directors, or to exercise any of the individual powers or duties of a director under these articles (including this article) provided that no act shall be done by the directors which would impose any personal liability on any technical director, whether under the statutes or otherwise, except with his knowledge.

### MANAGING DIRECTOR

26. The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The appointment of any such managing director shall be automatically determined if he cease from any cause to be a director.

## SECRETARY AND ASSISTANT SECRETARY

27. In regulation 110 of Table A there shall be added the words "An assistant secretary may also be appointed by the directors (subject to regulations 111 and 112) to act with the full powers of the secretary if the office of secretary is vacant or if for any other reason the secretary is absent or otherwise incapable of acting. Such appointment shall be for such term, at such remuneration and upon such conditions as the directors may think fit and any assistant secretary so appointed may be removed by the directors".

## NOTICES

28. All the words in regulation 131 of Table A after the words "for the giving of notice to him" shall be omitted therefrom and there shall be substituted therefor the following: "Any notice or other document, if served by post, shall be deemed to have been served at the time when the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted".

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NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

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DATED this 20 day of August 1982

WITNESS to the above signatures:-

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Law Apprentice