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COMPANIES HOUSE

Company number SC508516

Certified A True Copy By
Sarah Christine Elizabeth Jack.
Solicitor & Notary Public of
7-9 Bon-Accord Crescent,
Aberdeen, AB11 6DN

S. Jack 22/02/16

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION of LANGSTANE LIQUOR COMPANY LIMITED
(Company)

15th February 2016 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (**2006 Act**), the directors of the Company propose that:

- Resolution 1 is passed as a special resolution; and
- Resolution 2 is passed as an ordinary resolution (together the **Resolutions**)

SPECIAL RESOLUTION

- 1 THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company (**New Articles**) in substitution for, and to the exclusion of, the existing articles of association.

ORDINARY RESOLUTION

- 2 THAT, in accordance with section 550 of the 2006 Act, the directors be generally and unconditionally authorised to allot such number of Ordinary Shares of £0.01 each in the capital of the Company (**Ordinary Shares**) or grant options over, or rights to subscribe for or convert into Ordinary Shares and on such terms and conditions as they may in their discretion think fit to consultants, employees and/or directors of the Company pursuant to unapproved share option agreements to be entered into between the Company and the aforementioned consultants, employees and/or directors of the Company up to a maximum of 1,500 Ordinary Shares in aggregate (as adjusted for any consolidation or sub-division of shares), such Ordinary Shares carrying the rights, privileges and restrictions set out in the New Articles provided that the authority granted by this resolution 2 shall, unless renewed, varied or revoked by the Company, expire on the date five years after the passing of this resolution save that the Company may, before such

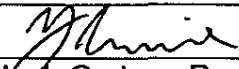
expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

AGREEMENT

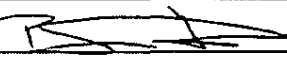
Please read the notes at the end of this document before signifying your agreement to the Resolutions.

I/we undersigned, a person entitled to vote on the above Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:

Signed by:

Signature	
Print Name	Josh Graham Rennie
Date	15 th February 2016

Signed by:

Signature	
Print Name	Monkey Bars (Aberdeen) Limited
Date	15 th February 2016

NOTES

1. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By Hand or post:** delivering the signed copy by hand or by post to Ritchie Whyte at Aberdeen Considine & Co. 5-9 Bon Accord Crescent, Aberdeen AB11 6DN.
 - **Fax:** faxing the signed copy to 01224 337466 marked "For the attention of Ritchie Whyte".
 - **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to rwhyte@acandco.com. Please enter "Written resolutions – Langstane Liquor Company Limited" in the e-mail subject box.

If you do not agree to the resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
3. Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the resolution to pass, they will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF**

LANGSTANE LIQUOR COMPANY LIMITED (Company Number: SC508516) (the "Company")

1 EXCLUSION OF MODEL ARTICLES

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company and these Articles alone are the articles of association of the Company.

2 INTERPRETATION

2.1 In these Articles, unless the context requires otherwise:

"**Accountants**" means the accountants from time to time of the Company;

"**Act**" means the Companies Act 2006;

"**Acceptance**" has the meaning in article 28.3;

"**Additional Acceptance**" has the meaning in article 28.3;

"**Alternate**" or "**Alternate Director**" has the meaning given in article 11;

"**Ordinary Share**" means an ordinary share of £0.01 in the capital of the Company;

"**Appointor**" has the meaning in article 11;

"**Articles**" means these articles of association;

"**Bad Leaver Reason**" means any reason other than a Good Leaver Reason;

"**Bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales, Scotland or Northern Ireland which have an effect similar to that of bankruptcy;

"**Board**" means the board of Directors of the Company, from time to time;

"**Called Shareholders**" has the meaning in article 37.1;

"**Called Shares**" has the meaning in article 37.2;

"**Capitalised Sum**" has the meaning in article 50;

"**Chairman**" has the meaning given in article 14;

"**Connected**" shall have the same meaning as given to such expression in section 1122 of the Corporation Tax Act 2010;

"**Control**" means, in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person:-

- (a) by means of the holding of Shares or the possession of voting power in or in relation to that or any other body corporate; or
- (b) by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and, in relation to a partnership, means the right to a share of more than one-half of the assets, or of more than one-half of the income, of the partnership; and a **"Change of Control"** shall occur if a person who Controls any company or undertaking ceases to do so, or if another person acquires control of it;

"Deemed Transfer Notice" means a Transfer Notice that is deemed to be given pursuant to Article 35.2;

"Director" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"Distribution Recipient" has the meaning given in article 45;

"Drag Along Notice" has the meaning in article 37.2;

"Drag Along Option" has the meaning in article 37.1;

"Eligible Director" means a Director who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding any Director whose vote is not to be counted in respect of a particular matter);

"Fully Paid" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

"Good Leaver Reason" shall mean in respect of any individual any of:

- a) death; or
- b) permanent incapacity or ill health (as certified by a practicing medical practitioner) preventing the individual from carrying out his duties; or
- c) redundancy; or
- d) attaining the normal retirement age; or
- e) dismissal by the Company which is determined, by an employment tribunal or at a court of competent jurisdiction from which there is no right to appeal, to be wrongful or constructive.

"Holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

"Leaver" means any Shareholder who is an individual who ceases for any reason to be and is no longer continuing as a director or employee of or a consultant to the Company;

"Market Value" has the meaning in article 34.4(b);

"Offered Shares" has the meaning in article 28;

"Offer Notice" has the meaning in article 34.6;

"Ordinary Share" means an ordinary share of £0.01 in the capital of the Company;

"Persons Entitled" has the meaning in article 50.1(b);

"Pre-emption offer" has the meaning in article 28.2;

"Proposed Price" has the meaning in article 34.2(c);

"Proxy Notice" has the meaning given in article 62.1;

"Proxy Notification Address" has the meaning in article 63.1;

"Purchaser" has the meaning in article 34.10;

"Relevant Director" has the meaning in article 68.4(a);

"Relevant Loss" has the meaning in article 68.4(b);

"Relevant Shareholder" means the Shareholder in respect of whom the Transfer Event (as defined in Article 35.1) has occurred;

"Sale Notice" has the meaning in article 34.10;

"Sale Price" has the meaning in article 34.4;

"Sale Shares" has the meaning in article 34.2(a);

"Selling Shareholders" has the meaning in article 37.1;

"Shareholder" means a person who is the Holder of a Share;

"Shares" means shares in the Company;

"Specified Price" has the meaning in article 38.3;

"Subsidiary" means a "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Act is amended so that (a) references in sub sections 1159(1)(a) and (c) of the Act to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership and (b) the reference in section 1159(1)(b) of the Act to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;

"Surplus Shares" has the meaning in article 28.3(c);

"Third Party Purchaser" has the meaning in article 37.1;

"Total Transfer Condition" has the meaning in article 34.2(e);

"Transfer Event" has the meaning in article 35.1;

"Transmittee" means a person entitled to a Share as a result of the death or Bankruptcy of a shareholder or otherwise by operation of law;

"Valuers" means the Accountants unless:

- (i) a report on the Market Value (as defined in Article 34.4(b)) is to be made pursuant to a Deemed Transfer Notice and, within 10 days after the date of the Deemed Transfer Notice, the Vendor (as defined in Article 34.1) notifies the Board in writing that it objects to the Accountants making that report; or
- (ii) the Accountants give notice to the Company that they decline an instruction to report on Market Value,

when the Valuers shall be a firm of chartered accountants agreed between the Vendor and the Board or, in default of agreement within 10 business days after the event referred to in (i) or (ii) above, appointed by the President of the Institute of Chartered Accountants in Scotland on the application of the Vendor and/or the Board;

"Vendor" has the meaning in article 34.1.

- 2.2 References in these Articles to a document includes, unless otherwise specified any document sent or supplied in electronic form.
- 2.3 References in these Articles to "**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 2.4 References in these Articles to Shares being "**paid**" means those Shares being paid or credited as paid.
- 2.5 Unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing any gender include all other genders; and
 - (iii) words importing natural persons include corporations.
- 2.6 Words or expressions contained in these Articles which are defined in the Act have the same meaning as in the Act in force on the date of adoption of these Articles.
- 2.7 A reference to an article by number is to the relevant article of these Articles.
- 2.8 Headings used in these Articles shall not affect their construction or interpretation.
- 2.9 References to any statute or section of a statute shall include reference to any statutory amendment, extension, modification or re-enactment of such statute or section of a statute for the time being in force.

3 LIMITATION OF LIABILITY OF SHAREHOLDERS

The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them.

4 DIRECTORS' GENERAL AUTHORITY

The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5 SHAREHOLDERS' RESERVE POWER

- 5.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified actions.

- 5.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6 DIRECTORS MAY DELEGATE

- 6.1 The Directors may delegate any of the powers which are conferred on them under these articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 COMMITTEES

- 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by Directors.

- 7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them.

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9 (where the circumstances so require).

- 8.2 If:

- (a) the Company only has one Director for the time being; and
- (b) no provision of these Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision-making.

- 8.3 All acts done by a meeting of Directors, or a committee of Directors or by any Director shall, even if it is discovered afterwards that:

- (a) there was a defect in the appointment of any Director; or
- (b) any Director had been disqualified from holding office; or
- (c) any Director had vacated office or was not entitled to vote

be valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

9 UNANIMOUS DECISIONS

- 9.1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing where each Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a Director's meeting.

10 CALLING A DIRECTORS' MEETING

- 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 10.2 Notice of any Directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place;
 - (c) the proposed business of the meeting; and
 - (d) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 At least seven days' notice of a Directors' meeting must be given to each Director, but the notice need not be in writing.
- 10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11 ALTERNATE DIRECTORS

- 11.1 Any Director (the "**Appointor**") may appoint as an alternate any other Director, or another person approved by resolution of the Directors to:
- (a) exercise that Director's powers; and
 - (b) carry out that Director's responsibilities
- in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor (the "**Alternate**" or "**Alternate Director**").
- 11.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.
- 11.3 The notice must:
- (a) identify the proposed Alternate; and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.
- 11.4 An Alternate Director may act as an Alternate Director to more than one Director and has the same rights, in relation to any decision of the Directors as the Alternate's Appointor.
- 11.5 Alternate Directors:
 - (a) are deemed for all purposes to be Directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their Appointors;
 - (d) are not deemed to be agents of or for their Appointors;

and in particular (but without limitation) each Alternate Director is entitled to receive notice of all meetings of Directors and all meetings of committees of Directors of which his Appointor is a member.
- 11.6 A person who is an Alternate Director but not a Director:
 - (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - (b) may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision and does not participate).

No Alternate may be counted as more than one Director for such purposes.
- 11.7 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate's Appointor remuneration as the Appointor may direct by notice in writing made to the Company.
- 11.8 An Alternate Director's appointment as an Alternate terminates:
 - (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
 - (c) on the death of the Alternate's Appointor; or
 - (d) when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an Alternate does not terminate when the Appointor retires by rotation at a general meeting and is then re-appointed as a Director at the same general meeting.
- 11.9 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is:
 - (a) not participating in a Directors' meeting; and
 - (b) would have been entitled to vote if they were participating in it,

but shall not count as more than one Director for the purposes of determining whether a quorum is present.

12 PARTICIPATION IN DIRECTORS' MEETINGS

12.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13 QUORUM FOR DIRECTORS' MEETINGS

13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for Directors' meetings may be fixed from time to time by an ordinary resolution and unless otherwise fixed it is two.

13.3 A person holding office as an Alternate Director shall only be counted in the quorum if his Appointor is not present.

13.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

14 CHAIRING OF DIRECTORS' MEETINGS

14.1 The Directors may appoint a Director to chair their meetings.

14.2 The person so appointed for the time being is known as the "Chairman".

14.3 The Directors may terminate the Chairman's appointment at any time.

14.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

15 CASTING VOTE

If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall not have a casting vote.

16 CONFLICTS OF INTEREST

16.1 Unless articles 16.2 or 16.3 apply, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is

interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16.2 If any of the following apply, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision making process for quorum and voting purposes:

- (a) the Company by ordinary resolution disapplies a provision of these Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
- (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Director's conflict of interest arises from a permitted cause.

16.3 For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and
- (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

16.4 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

16.5 Subject to article 16.6, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director other than the Chairman is to be final and conclusive.

16.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors. Where decisions of the Directors are taken by electronic means, such decisions must be recorded by the Directors in permanent form so that they may be read by the naked eye.

18 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles and the Act, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

19 DIRECTORS MAY CHANGE THE NAME OF THE COMPANY

The Directors may change the name of the Company.

20 METHODS OF APPOINTING DIRECTORS

20.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

- (a) by ordinary resolution; or
- (b) by a decision of the Directors.

20.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.

20.3 For the purposes of article 20.4, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

20.4 If as a result of death or Bankruptcy, the Company has no shareholders and no Directors, the Transmittée of the last Shareholder to have died or had a bankruptcy order made against him has the right by notice in writing to appoint any natural person who is willing to act and is permitted to do so, to be a Director.

21 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law; or
- (b) a bankruptcy order is made against that person; or
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (g) he has, for more than six consecutive months been absent without the permission of the other Directors from meetings of Directors held during that period and the other Directors resolve that he has ceased to be a Director.

22 DIRECTORS' REMUNERATION

22.1 Directors may undertake any services for the Company that the Directors decide.

22.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

22.3 A Director's remuneration may:

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

22.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

22.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

23 **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings;
- (c) separate meetings of the Holders of any class of Shares or of debentures of the Company; or

otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

24 **ALL SHARES TO BE FULLY PAID UP**

24.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

24.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

25 **SECRETARY**

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement in each case by a decision of the Directors.

26 **POWERS TO ISSUE DIFFERENT CLASSES OF SHARE**

26.1 Without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

26.2 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

27 **DIRECTORS' POWER TO ALLOT SHARES**

27.1 The Directors may, subject to Section 551 of the Act, offer or allot Shares, grant rights to subscribe for or to convert any security into or otherwise deal in, or dispose of Shares on such terms and at such time as they may decide.

27.2 Section 569 of the Act shall not apply to the Company.

28 **OFFERS OF NEW SHARES TO EXISTING SHAREHOLDERS**

28.1 The Directors must offer any Shares which they propose to offer or allot or grant rights to subscribe for or to convert any security into or otherwise deal in or dispose of to Shareholders in accordance with the provisions of this article 28 before allotting them to any other person.

28.2 The Directors must make an offer to allot to each person who is a Shareholder at the date of such offer, a proportion of the Shares being offered that is as nearly as practicable equal to the proportion in nominal value held by him of the equity share capital of the Company (the "**Pre-emption offer**"). Each Pre-emption offer must be made in writing to all Shareholders on the same day and must state:

- (a) the aggregate number and class of Shares to be allotted;
- (b) the terms of such allotment; and
- (c) the number and class of Shares offered for sale to the Shareholder to whom the Pre-emption offer is addressed.

28.3 The following conditions must be incorporated in the Pre-emption offer:

- (a) if the Shareholder wishes to purchase all or any of the Shares which are subject to the Pre-emption offer (the "**Offered Shares**"), he must accept such offer in writing in accordance with the provisions of article 65 within 14 days of the date of service of the Pre-emption offer (the "**Acceptance**"); and
- (b) if the Shareholder wishes to purchase more than the number of Offered Shares he must indicate in the Acceptance, the maximum number of additional Shares he is willing to purchase (the "**Additional Acceptance**"); and
- (c) if within 14 days of the date of service of the Pre-emption offer there are Shares which have not been accepted for purchase by the Shareholders, (the "**Surplus Shares**"), the Surplus Shares will be allocated to and deemed to be accepted by each Shareholder who has made an Additional Acceptance; and
- (d) if there are insufficient Surplus Shares to satisfy all Additional Acceptances, the number of Surplus Shares to be allocated to each Shareholder who has made an Additional Acceptance shall be calculated according to the proportion which the number of Shares held by the relevant Shareholder as at the date of the Pre-emption offer bears to the aggregate number of Shares held by all Shareholders who have made an Additional Acceptance. Each Shareholder who made an Additional Acceptance will be deemed to agree to purchase the number of Surplus Shares allocated to him pursuant to such calculation; and
- (e) each Shareholder must no later than five working days after the allocation of Shares to him pay to the Company the total subscription price payable for such Shares and upon payment of such sum, the Company must deliver a share certificate to the relevant shareholder for the number of Shares purchased by him.

28.4 If any Pre-emption offer is not accepted in full, the Directors may within three months after the date of such offer dispose of any Shares referred to in the Pre-emption offer and not

allotted to any Shareholder to such person or persons as they think fit but only at the same price and on the same terms which were specified in the Pre-emption offer.

28.5 Sections 561 and 562(1) to (6) of the Act do not apply to the Company.

28.6 The provisions of articles 28.1 – 28.4 (inclusive) shall not apply to any Shares to be issued to employees of and/or consultants to the Company pursuant to any share option agreements entered into by the Company on or prior to the date of adoption of the Articles.

29 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

The Company may recognise in such manner and to such extent as it may in its absolute discretion think fit any trusts in respect of Shares. If the Company does recognise any such trust, it is not bound to see to the execution, administration or observance of any trust (whether express, implied or constructive) in respect of any Shares and shall be entitled to recognise and give effect to the acts and deeds of the Holders of such Shares as if they were the absolute owners of such Shares. In this article, "trust" includes any right in respect of any shares other than an absolute right or any other rights in transmission.

30 SHARE CERTIFICATES

30.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

30.2 Every certificate must specify:

- (a) in respect of how many Shares and of what class it is issued;
- (b) the nominal value of those Shares;
- (c) the amount paid up on them;
- (d) any distinguishing numbers assigned to them.

30.3 No certificate may be issued in respect of Shares of more than one class.

30.4 If more than one person holds a Share, only one certificate may be issued in respect of the Share.

30.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Act.

31 REPLACEMENT SHARE CERTIFICATES

31.1 If a certificate issued in respect of a Shareholder's Shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

- 31.2 A Shareholder exercising the right to be issued with such a replacement certificate:
- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

32 SHARE TRANSFERS

- 32.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
- 32.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- 32.3 The Company may retain any instrument of transfer which is registered.
- 32.4 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it.
- 32.5 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer:
- (a) is permitted by Article 33; or
 - (b) is made in accordance with Articles 34, 35, 37 or 38;
- and, in any such case, is not prohibited under Article 36.
- 32.6 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 32.7 The Directors may refuse to register the transfer of a Share and retain the instrument of transfer if they suspect that the proposed transfer may be fraudulent.
- 32.8 Save as expressly permitted by these Articles, a Shareholder must not enter into any arrangement where the terms upon which that Shareholder holds any Shares are to be varied if as a result any interest in those Shares is varied, disposed of or created or extinguished.
- 32.9 Notwithstanding any other provision of these Articles, the Directors must not register a transfer of any Share or any interest in any Share to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

33 PERMITTED TRANSFERS

- 33.1 Subject to Article 36, a Shareholder may transfer any Share to any person at any time with the prior written consent of the Shareholders holding no less than 75% per cent of the issued Share capital of the Company carrying the right to vote.
- 33.2 Any transfer of any Share pursuant to this Article 33 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such Share, free from any lien, charge or other encumbrance.

34 **VOLUNTARY TRANSFERS**

34.1 Except as expressly permitted under Article 33.1, any Shareholder who wishes to transfer any Share or any interest in any Share (a "**Vendor**") shall before transferring or agreeing to transfer such Share or any interest in it, serve a transfer notice on the Company of his wish to make that transfer ("**Transfer Notice**").

34.2 In the Transfer Notice the Vendor shall specify:

- (a) the number and class of Shares he wishes to transfer (or in respect of which he wishes to transfer an interest) (the "**Sale Shares**");
- (b) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares (or the relevant interest);
- (c) the price per Share at which the Vendor wishes to transfer the Sale Shares (or the relevant interest) (the "**Proposed Price**");
- (d) any other terms relating to the transfer of the Sale Shares (or the relevant interest); and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 34 (a "**Total Transfer Condition**").

34.3 Each Transfer Notice shall:

- (a) relate to one class of Share only;
- (b) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 34;
- (c) save as provided in Article 34.5, be irrevocable; and
- (d) not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

34.4 The Sale Shares shall be offered for purchase in accordance with this Article 34 at a price per Sale Share (the "**Sale Price**") agreed between the Vendor and the Board or, in default of such agreement by the end of the 20th business day after the date of service of the Transfer Notice, the lower of:

- (a) the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 20th business day; and
- (b) if the Board so elects within that 20 business day period after the date of service of the Transfer Notice, the price per Sale Share determined by the Valuers to be in their written opinion the open market value of each Sale Share in accordance with Article 34.13 (the "**Market Value**") as at the date of service of the Transfer Notice, in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuers' report.

34.5 If the Market Value determined and reported by the Valuers under Article 34.4(b) is less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 15 business days after the date the Board serves on the Vendor the Valuers' report of the Market Value.

34.6 The Board shall serve notice in writing (an "**Offer Notice**") on all Shareholders to whom the

Sale Shares are to be offered in accordance with these Articles at least 10 business days after and no more than 20 business days after the Sale Price has been agreed or determined.

- 34.7 An Offer Notice shall expire 20 business days after its service and shall:
- (a) specify the Sale Price;
 - (b) contain the other information set out in the Transfer Notice; and
 - (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application.
- 34.8 By the Offer Notice the Sale Shares shall be offered in the first instance to the Shareholders (but no Shares shall be treated as offered to the Vendor or any other Shareholder who is then bound to give, has given or is deemed to have given a Transfer Notice).
- 34.9 After the expiry date of the Offer Notice, (or, if earlier, after valid applications being received for all the Sale Shares offered in accordance with Article 34.6), the Board shall allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, save that:
- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, the Sale Shares shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Shareholder more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively;
 - (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit; and
 - (c) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 34.10 Within 10 business days of the expiry date of the Offer Notice, the Board shall give notice in writing (a "**Sale Notice**") to the Vendor and to each person to whom Sale Shares have been allocated (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.
- 34.11 The Vendor may, during the period of 60 business days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of *bona fide* sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:
- (a) the Vendor may not transfer any Sale Share and the Board shall not register any transfer to a transferee who is not at that date a Shareholder unless such transferee is first approved in writing by the Board; and
 - (b) if the as set out at article 34 below Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other Shareholders, to sell only some of the Sale Shares under this Article 34.11.
- 34.12 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 34:

- (a) the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of that Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf;
- (b) the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
- (c) the Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
- (d) the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
- (e) after the name of the Purchaser has been entered in the register of Shareholders in purported exercise of the power conferred by this Article 34.12, the validity of the proceedings shall not be questioned by any person.

34.13 If instructed to report on Market Value the Valuers shall:

- (a) act as expert and not as arbitrator and their written determination shall be final and binding on the Shareholders (except in the case of manifest error); and
- (b) proceed on the basis that the open market value of each Sale Share shall be the sum which a willing purchaser would agree with a willing vendor to be the purchase price for all the class of Shares of which the Sale Shares forms part, divided by the number of issued Shares then comprised in that class, applying such premium or discount to take into account to the size of the holding the subject of the Transfer Notice and/or any restrictions on the transferability of the Sale Shares as the Valuers consider appropriate.

34.14 The Company will use its reasonable endeavours to procure that the Valuers deliver their report on the Market Value to the Board and to the Vendor within 14 days of being requested to do so.

34.15 The Valuers' fees for reporting on Market Value shall be paid as to one half by the Vendor and as to the other half by the Purchasers *pro rata* to the number of Sale Shares purchased by them unless:-

- (a) the Vendor revokes the Transfer Notice pursuant to Article 34.5; or
- (b) none of the Sale Shares are purchased pursuant to this Article 34;

in which case the Vendor shall pay all the Valuers' fees.

35 **COMPULSORY TRANSFERS**

35.1 In this Article 35, a "Transfer Event" occurs, in relation to a Relevant Shareholder (and/or any person entitled to a Share in consequence of any of the following events):

- (a) if a Relevant Shareholder, who is an individual:
 - (i) has a bankruptcy order made against her or is declared bankrupt by any court of competent jurisdiction and within the following twelve months the Board resolves that such event is a Transfer Event in relation to the Relevant Shareholder for the purposes of this Article 35; or

- (ii) dies and within the following twelve months the Board resolves that such event is a Transfer Event in relation to the Relevant Shareholder for the purposes of this Article 35; or
- (iii) suffers from mental disorder and either:
 - 1) is admitted to hospital in pursuance for an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, the Mental Health (Scotland) Act 1960 and within the following twelve months the Board resolves that such event is a Transfer Event in relation to the Relevant Shareholder for the purposes of this Article 35; or
 - 2) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to her property or affairs and within the following twelve months the Board resolves that such event is a Transfer Event in relation to the Relevant Shareholder for the purposes of this Article 35; or
- (iv) makes or offers or purports to make any arrangement or composition with her creditors generally and within the following twelve months the Board resolves that such event is a Transfer Event in relation to the Relevant Shareholder for the purposes of this Article 35; or
- (v) becomes a Leaver and within the following twelve months the Board resolves that such event is a Transfer Event in relation to that Shareholder for the purposes of this Article 35.

35.2 Upon the occurrence of a Transfer Event, the Relevant Shareholder shall be deemed to have immediately given a Deemed Transfer Notice in respect of all the Shares then held by such Shareholder.

35.3 For the purpose of Articles 35.2 and 35.4, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.

35.4 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.

35.5 Notwithstanding any other provision of these Articles, and unless the Board resolves otherwise in relation to any Shares, any Shareholder holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at General meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of Shareholders of the Company of another person as the holder of those Shares.

35.6 Notwithstanding any other provisions of these Articles, the Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 34 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:

- (a) the Sale Shares included in any Deemed Transfer Notice shall be offered for sale in the first instance to each of the Shareholders (other than the proposing transferor) who, at the date of the offer are registered as Shareholders, pro rata as nearly as may be to the respective numbers of Shares then held by such

Shareholders (the "First Offer Date"). If within 15 business days of the First Offer Date the Members resolve not to purchase all of the Sale Shares, then the Sale Shares, or the remainder of them, shall be offered to the Company (the "Second Offer Date");

- (b) if within 15 business days of the Second Offer Date, the Company resolves to purchase all or any of the remaining Sale Shares the subject of the Deemed Transfer Notice, and provided that the Company (1) shall have sufficient distributable reserves from which to fund the Sale Price; and (2) shall not be in breach of any Financial Services Authority or other regulatory or statutory provisions by so doing, then the Company shall purchase the remaining Sale Shares.
- (c) the Sale Price shall be:-
 - (i) in the case of a Deemed Transfer Notice having effect for any reason (other than a Bad Leaver Reason) a) a price per Sale Share agreed between the Vendor and the Board or, in default of agreement within 20 business days after the occurrence of the Transfer Event, b) the Market Value of the Sale Shares, as determined at the instance of either the Vendor or the Board; and
 - (ii) in the event that the Relevant Shareholder is a Bad Leaver, the lower of a) the nominal value of the Sale Shares; and b) the Market Value of the Sale Shares as determined at instance of either the Vendor or the Board;
- (d) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 34.5 or otherwise;
- (e) the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date;
- (f) the Vendor may retain any Sale Shares for which Purchasers are not found; and
- (g) Article 36 shall apply.

35.7 Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then no permitted transfer under Article 33 may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 34 shall have expired without such allocation.

36 PROHIBITED TRANSFERS

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

37 DRAG ALONG

37.1 If the Shareholders holding no less than 51% per cent of the issued Share capital of the Company carrying the right to vote (the "**Selling Shareholders**") wish to transfer all their interest in their Shares (the "**Sellers' Shares**") to a bona fide unconnected arms-length purchaser ("**Third Party Purchaser**"), the Selling Shareholders shall have an option ("**Drag Along Option**") to require all the other Shareholders (the "**Called Shareholders**") to sell and transfer all their Shares under the same offer to the Third Party Purchaser (or as the Third Party Purchaser shall direct) in accordance with the provisions of this Article.

- 37.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (a "**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that:
- (a) the Called Shareholders are required to transfer all their Shares (the "**Called Shares**") pursuant to this Article 37;
 - (b) the person to whom the Called Shares are to be transferred;
 - (c) the consideration for which the Called Shares are to be sold; and
 - (d) the proposed date of transfer.
- 37.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 28 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 37.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be the same as that attributed by the offer from the Third Party Purchaser to each of the Sellers' Shares.
- 37.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.
- 37.6 The rights of pre-emption set out in the Articles shall not arise on any transfer of Shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 37.7 In the event that a Shareholder does not, on or before completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by him, such Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney and to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and the directors shall forthwith register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of Shares under this Article 38 that no Share certificate has been produced.

38 **TAG ALONG**

- 38.1 No sale or transfer of the legal or beneficial interest in any Shares in the Company may be made or validly agreed if such sale or transfer and registration thereof would result in the proposed transferee or transferees or his or their nominees holding not less than 51% of the issued share capital of the Company, unless (i) the proposed transferee or transferee is an existing Shareholder; or (ii) the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the Shares in the Company at the Specified Price (calculated as set out below).
- 38.2 An offer made under this Article 38 shall be in writing, open for acceptance for at least 21 days from the date of such offer, and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- 38.3 In this Article 38, the expression "**Specified Price**" means:

- (a) the consideration (in cash or otherwise) per Share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the Shares being acquired, plus
 - (b) the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable by the Board, plus
 - (c) all arrears and accruals of the dividends on such Shares calculated down to the date of the sale or transfer.
- 38.4 In the event of disagreement the calculation of the Specified Price shall be referred to the Board whose decision shall, in the absence of manifest error, be final and binding.
- 38.5 The sale or transfer of Shares by a Shareholder pursuant to its rights under this Article 38 is not subject to the pre-emption rights set out in the Articles.
- 39 **TRANSMISSION OF SHARES**
- 39.1 If title to a Share passes to a Transmitttee, the Company may only recognise the Transmitttee as having any title to that Share.
- 39.2 A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require:
 - (a) may, within 28 clear days of written notice to that effect, choose either to become the Holder of those Shares or to have them transferred to another person (and if no choice is made by the Transmitttee, he shall be deemed to have elected to become the Holder of those Shares); and
 - (b) pending any transfer of the Shares to another person, has the same rights as the Holder had save that the Transmitttee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which he is entitled, by reason of the Holder's death or Bankruptcy or otherwise, unless he becomes the Holder of those Shares.
- 39.3 Article 32 shall apply to the notice referred to in article 39.2(a) as if it were an instrument of transfer executed by the member and the event resulting in title to the Share passing to the Transmitttee had not occurred.
- 40 **EXERCISE OF TRANSMITTEES' RIGHTS**
- 40.1 Transmitttees who wish to become the Holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 40.2 If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- 40.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred. Article 32 shall apply to any such transfer.
- 41 **TRANSMITTEES BOUND BY PRIOR NOTICES**

If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder

before the Transmittee's name or the name of the person nominated under article 39.2 has been entered in the register of members.

42 FRACTIONAL ENTITLEMENTS

- 42.1 If on any consolidation and division or sub-division of Shares members are entitled to fractions of Shares, the Directors may:
- (a) sell the Shares representing the fractions to any person (including the Company) for the best price reasonably obtainable; and
 - (b) distribute the net proceeds of sale in due proportion among the Holder of the Shares.
- 42.2 Where any Holder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland.
- 42.3 The person to whom the Shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.
- 42.4 The transferee's title to the Shares is not affected by any irregularity in or invalidity of the process leading to their sale.

43 PROCEDURE FOR DECLARING DIVIDENDS

- 43.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 43.2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.
- 43.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.
- 43.4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 43.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- 43.6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 43.7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

44 CALCULATION OF DIVIDENDS

- 44.1 Except as otherwise provided by these Articles or the rights attached to the Shares, all dividends must be:
- (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and

- (b) apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.

44.2 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.

44.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.

45 **PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS**

45.1 In these Articles, the "**Distribution Recipient**" means, in respect of a Share on which a dividend or other sum is payable:

- (a) the Holder of the Share; or
- (b) if the Share has two or more joint Holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmittee.

45.2 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide; or
- (b) sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide; or
- (c) sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or
- (d) any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

46 **NO INTEREST ON DISTRIBUTIONS**

The Company must not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the terms on which the Share was issued; or
- (b) the provisions of another agreement between the Holder of that Share and the Company.

47 **UNCLAIMED DISTRIBUTIONS**

47.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

47.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

47.3 If:

- (a) 12 years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the Distribution Recipient has not claimed it,

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

48 **NON-CASH DISTRIBUTIONS**

48.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

48.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

- (a) fixing the value of any assets;
- (b) paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and
- (c) vesting any assets in trustees.

49 **WAIVER OF DISTRIBUTIONS**

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one Holder; or
- (b) more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise;
- (c) the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share.

50 **AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS**

50.1 The Directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**Persons Entitled**") and in the same proportions.

50.2 Capitalised Sums must be applied:

- (a) on behalf of the Persons Entitled; and
- (b) in the same proportions as a dividend would have been distributed to them.

50.3 Any Capitalised Sum may be applied in paying up new Shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

50.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as Fully Paid to the Persons Entitled or as they may direct.

50.5 The Directors may:

- (a) apply Capitalised Sums in accordance with articles 50.3 and 50.4 partly in one way and partly in another; and
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
- (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

51 NOTICE OF GENERAL MEETINGS

The notice of a general meeting of the Company must state:

- (a) the time and date of the meeting;
- (b) the place of the meeting; and
- (c) the general nature of the business to be transacted.

52 ANNUAL GENERAL MEETINGS

The Company is not required to hold an annual general meeting.

53 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

53.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

53.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

53.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

53.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

53.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

54 QUORUM FOR GENERAL MEETINGS

54.1 The quorum at any general meeting of the Company shall be two persons present in person or by proxy or by duly authorised representative save in the case of a company with a single member in which case, one member present in person or by proxy or by duly authorised representative shall be a quorum.

54.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

55 CHAIRING GENERAL MEETINGS

55.1 If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

55.2 If the Directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the Directors present; or

(b) (if no Directors are present), the meeting must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

55.3 The person chairing a meeting in accordance with this article is referred to as the "**chairman of the meeting**".

56 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-SHAREHOLDERS

56.1 Directors (if there is one) may attend and speak at general meetings, whether or not they are Shareholders.

56.2 The chairman of the meeting may at the relevant meeting permit other persons who are not:

(a) Shareholders of the Company; or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings;

to attend and speak at such meeting.

57 ADJOURNMENT

57.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

57.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

(a) the meeting consents to an adjournment; or

- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 57.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 57.4 When adjourning a general meeting, the chairman of the meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 57.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 57.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 58 **VOTING: GENERAL**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.
- 59 **VOTING: MENTAL DISORDER**

If a court has appointed a person to manage the affairs of a member as a result of a mental disorder of such member, the person appointed by that court may, provided he has not less than 48 hours before the time appointed for the relevant meeting, deposited at the registered office of the Company evidence to the satisfaction of the Directors that he has authority to exercise the right to vote, attend any general meeting of the Company and vote at such meeting whether on a show of hands or on a poll.
- 60 **ERRORS AND DISPUTES**
- 60.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 60.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.
- 61 **POLL VOTES**
- 61.1 A poll on a resolution may be demanded:
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 61.2 A poll may be demanded by:
- (a) the chairman of the meeting;
 - (b) the Directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- 61.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the chairman of the meeting consents to the withdrawal
- and such demand will not invalidate the result of a show of hands declared before the demand was made.
- 61.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs. The result of the poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 61.5 A demand for a poll does not prevent a general meeting from continuing except as regards the question on which the poll was demanded.
- 61.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

62 CONTENT OF PROXY NOTICES

- 62.1 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
- (a) states the name and address of the Shareholder appointing the proxy;
 - (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 62.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 62.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 62.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

63 DELIVERY OF PROXY NOTICES

- 63.1 Any notice of a general meeting must specify the address or addresses ("**Proxy Notification Address**") at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.
- 63.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.
- 63.3 Subject to articles 63.4 and 63.5, a proxy notice must be delivered to a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting which it relates. A Proxy Notice which is not delivered in such manner shall be invalid unless the Directors in their absolute discretion accept the Proxy Notice at any time before the meeting.
- 63.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 63.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be delivered:
 - (a) in accordance with article 63.3; or
 - (b) at the meeting at which the poll was demanded to the chairman, secretary or any Director.
- 63.6 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 63.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 63.8 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf.

64 AMENDMENTS TO RESOLUTIONS

- 64.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

64.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

64.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

65 NOTICES AND COMMUNICATION

65.1 The Company may send, supply or give any document, information or notice to a Shareholder by hard copy, electronic form or by making that document or information available on a website and giving notice of the availability of that document or information to the relevant Shareholder (provided that Shareholder has individually agreed (or is deemed to have agreed) to the Company sending or supplying documents or information generally or those documents or information in question to him by means of a website), in each case subject to the provisions of sections 1143 to 1148 and Schedule 5 of the Act.

65.2 A notice given by means of a website shall be deemed to have been sent, supplied or given when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

65.3 Any document, information or notice which is required to be sent or given to the Company shall be sent by hard copy or electronic form in each case, subject to the provisions of sections 1143 to 1148, Schedule 4 and Schedule 5 of the Act.

65.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:-

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

65.5 Proof that an envelope containing a document, notice or information was properly addressed, prepaid and posted shall be conclusive evidence that the document, notice or information was sent, supplied or given by post. A comprehensive transaction report or log generated by fax machine, suitably certified by or on behalf of the Company, shall be

conclusive evidence that a document, notice or information was sent, supplied or given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of records of subsequent re-sending, suitably certified by or on behalf of the Company, shall be conclusive evidence that the document, notice or information was sent, supplied or given by e-mail.

65.6 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

65.7 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

65.8 Any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

66 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

67 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

68 INDEMNITY AND INSURANCE

68.1 Subject to article 68.2, but without prejudice to any indemnity to which he is otherwise entitled, a Relevant Director may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and/or
- (b) any other liability incurred by that Director as an officer of the Company or an associated company.

68.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

68.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

68.4 In this article:

- (a) a "**Relevant Director**" means any Director or former Director of the Company or an associated Company;
- (b) a "**Relevant Loss**" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that Director's duties or powers in relation to the Company, any associated Company or any pension fund or employees' share scheme of the Company or associated Company; and

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

ARTICLES OF ASSOCIATION

of

LANGSTANE LIQUOR COMPANY LIMITED

Adopted by Special Resolution of the eligible members

Dated 15th February 2016

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