

Number of } 2277778  
Company }

Form No. 41.

# THE COMPANIES ACT, 1929.



A 5s.  
Companies'  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

REGISTERED  
13 JUL 1933

Insert the  
Name of the  
Company.

ASSOCIATED AGRICULTURAL PROCESSES  
LIMITED.

Presented by

NEISH, HOWELL & HALDANE,

47, Watling Street,

London, E.C.4.

722

The Solicitors' Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 8 Victoria Street, S.W.1,  
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

J. OWEN BULMER HOWELL

of 47 Watling Street in the City of London

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland  
"an Enrolled Law  
"Agent") "engaged  
"in the formation."  
or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary."

Do solemnly and sincerely declare that I am ("a Solicitor of the  
Supreme Court engaged in the formation

of Associated Agricultural Processes

Limited, and that all the requirements of the Companies Act, 1929,  
in respect of matters precedent to the registration of the said  
Company and incidental thereto have been complied with, and I make  
this solemn Declaration conscientiously believing the same to be true  
and by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at 15, Queen Street,

London

the 15th day of July 1933.

*Comptroller*

Before me,

*Sydney T. Scott*

A Commissioner for Oaths (or a Notary Public or)

This margin is reserved for binding and should not be written across.

THE STAMP ACT 1891.

(54 & 55 Vict., Ch. 39.)

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

OF

ASSOCIATED AGRICULTURAL PROCESSES

LIMITED.

REGISTERED

13 JUL 1933

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, and by Section 39 of the Finance Act 1920.

*Ten shillings*  
NOTE.—The Stamp Duty on the Nominal Capital is ~~One Pound~~ for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered.

Presented by

NEISH, HOWELL & HALDANE,

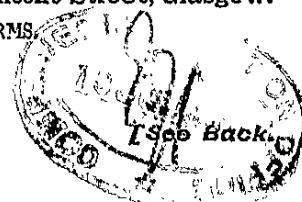
47, Watling Street,

London, E.C.4.



The Solicitors' Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,  
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool, and 66 St. Vincent Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.



# THE NOMINAL CAPITAL

OF

ASSOCIATED AGRICULTURAL PROCESSES, Limited,

is £ 50,000, divided into 50,000

Shares of £1 each.

\*Signature

*M. H. Anderson*

Officer Solicitors for the Company

Dated the 15<sup>th</sup> day of July 1933.

\* This Statement should be signed by an Officer of the Company.



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THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

**Memorandum of Association**  
OF  
**ASSOCIATED AGRICULTURAL PROCESSES**  
LIMITED.

1. The name of the Company is "ASSOCIATED AGRICULTURAL PROCESSES LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are :—

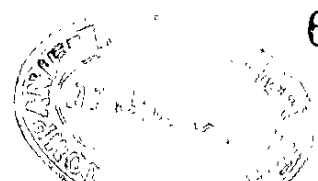
(1) To carry on the business or businesses of manufacturers, buyers and sellers of and dealers in all kinds of agricultural and vegetable substances and preparations whatsoever.

(2) To manufacture, buy, sell, hire, repair, alter, improve, manipulate, prepare for market, treat and deal in all kinds of agricultural and vegetable products and materials, plant, machinery, apparatus, tools, utensils, articles and things useful or necessary for the carrying on of any of the above businesses or usually dealt in by persons engaged therein.

(3) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or to render profitable any of the Company's property or rights.



REGISTERED  
13 JUL 1933



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ii.

(4) To purchase or otherwise acquire, and to sell, exchange or otherwise turn to account, dispose of and deal with property and rights of all kinds, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(5) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(6) To purchase or otherwise acquire any interests in any patents, brevet d'inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem to the Company capable of being profitably dealt with by the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

(7) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transactions which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; and to lend money to, guarantee the contracts of or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

(8) To procure the registration or incorporation of the Company in or under the laws of any place outside England.

(9) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration

iii.

as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.

(10) To promote any other company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(11) To enter into any contracts, agreements or arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such contracts, agreements or arrangements, rights, privileges and concessions.

(12) To lend money to such persons or companies, and on such terms as may seem expedient, and in particular to customers, clients and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.

(13) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

(14) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock or other securities, perpetual or otherwise, charged upon all or any of the Company's rights and property (present and future), including any uncalled capital, or without any such security, and to purchase, redeem or pay off any such security or loan.

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

iv.

(16) To adopt such means of making known the products or business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

(17) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

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

(19) To distribute any part of the property of the Company in specie among the Members.

(20) To pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by the Company, and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company or of any company so promoted, formed, established or registered by the Company.

(21) To do all such other things as the Company may think are incidental or conducive to the attainment of the above objects.

(22) And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except



v.

where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

- 4. The liability of the Members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each, with power to increase the nominal capital by creation of new capital, and with power from time to time to issue shares of the new capital, and to divide the shares in the capital for the time being, whether initial or increased, into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges, or conditions, and to vary the regulations of the Company as far as necessary to give effect thereto.

*M.C.*  
*Chas.*  
*W.*

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Arthur Edward Winslow</i> <i>16 Engaduni Street</i> <i>Southfields, London. S W 18</i> <i>Gentleman</i>	<i>One</i>
<i>James Charles Satchell</i> <i>3 Fieldhome Villas</i> <i>Kingscroft Road</i> <i>Woodmausteme,</i> <i>Surrey.</i> <i>Gentleman</i>	<i>One</i>

Dated the *10<sup>th</sup>* day of *July* -- , 1933.

Witness to all the above Signatures—

*Anold G. Gloya*

*Witness*

*Witness*



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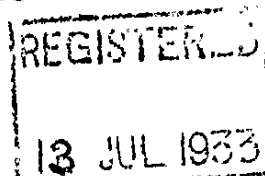
THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

# ASSOCIATED AGRICULTURAL PROCESSES LIMITED.



1. Subject as hereinafter provided the regulations in Table "A" in the First Schedule to the Companies Act, 1929, shall apply to this Company.

2. The Company is a "Private Company" and accordingly :—

(A) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty, but where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this paragraph be treated as a single Member.

(B) No invitation to the public to subscribe for any shares or debentures or debenture stock of the Company shall be given or issued in any way whatsoever.

(C) The right of transfer of shares shall be restricted as hereinafter provided.

3. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court

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of competent jurisdiction or as by statute required) be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

4. No share shall be transferred to a person who is not a Member, provided always that any Member may transfer any share held by him to any person approved by the Directors as one whom it is desirable in the interests of the Company to admit to Membership. The Directors shall have the absolute and unqualified right to refuse to register any transfer of a share that would increase the number of Members of the Company (except as aforesaid) beyond fifty or where the Company has a lien on the share.

5. Clauses 30 to 33 inclusive of Table "A" shall not apply.

6. Two Members personally present shall be a quorum for a General Meeting and Clause 45 of Table "A" shall be modified accordingly.

7. Clause 64 of Table "A" shall not apply, and until otherwise determined by a General Meeting the number of the Directors shall be not less than two nor more than five. The first Directors shall be appointed by the subscribers hereto by an instrument in writing under their hands.

8. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under the regulations of the Company for the time being vested in the Directors. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

9. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may from time to time revoke, withdraw, alter or vary all or any of such powers.

10. Clauses 66 and 69 of Table "A" shall not apply.

11. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, and may raise or secure the payment or repayment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock, or any mortgage, charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

12. Clause 72 of Table "A" shall not apply, and the office of a Director shall be *ipso facto* vacated:—

(A) If he become bankrupt, files a petition for a receiving order, suspends payment or compounds with his creditors.

(B) If he be found lunatic or become of unsound mind.

(C) If he is criminally prosecuted and convicted.

(D) If he absent himself from the meetings of the Directors for a continuous period of six months without special leave of absence from the Directors, and the Board resolve that his office be vacated.

(E) If by notice in writing to the Company he resign his office.

13. Clause 82 of Table "A" shall not apply, and at a meeting of Directors two Directors shall form a quorum.

14. No Director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which this Company shall be a shareholder or otherwise interested, or from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relations thereby established; but it is declared that the nature of his interest must be disclosed by him at

the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. A Director may as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, notwithstanding his interest. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this clause as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company. A Director interested is to be counted in a quorum notwithstanding his interest.

15. Any Director may from time to time appoint any person who is approved by the majority of the Directors or alternate or substituted Directors to be an alternate or substituted Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat as a Director, but he shall not require any qualification, and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.

16. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company, or in any one or more of such ways, any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend or bonus or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst the shareholders in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such capitalised fund be applied on behalf of the shareholders in paying up in full any unissued shares, debentures or debenture stock.

of the Company, and that such unissued shares, debentures or debenture stock so fully paid be distributed accordingly amongst the shareholders in the proportion in which they are entitled to receive dividends, and shall be accepted by them in full satisfaction of their interest in the said capitalised sum. For the purpose of giving effect to any resolution under this Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed or that fractions of less value than £1 may be disregarded in order to adjust the rights of all parties, and may vest <sup>any</sup> such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with Section 42 of the Companies Act, 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or bonus or capitalised fund, and such appointment shall be effective.

*aw. M. A. G. L.*

17. Clauses 101 and 104 of Table "A" shall not apply, and a Member who has no registered address in the United Kingdom and has not supplied to the Company an address within the United Kingdom for the giving of notices to him shall not be entitled to receive any notices from the Company.

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

19. The Directors shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay and satisfy all costs, losses, expenses and liabilities incurred by any such Directors in the course of the Company's business.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

Arthur Edward Winslow  
 16 Engadine Street,  
 Southfields, London. S.W. 18  
 Gentleman

James Charles Satchell  
 3 Fieldhouse Villas  
 Kingscroft Road  
 Woodmancote, Surrey  
 Gentleman

---

Dated the 10<sup>th</sup> day of July, 1933.

Witness to all the above Signatures—

Arnold G. Lloyd

Clerk to NARCH PROPERTIES LTD.,  
 Solicitors, 27, Abchurch Lane,  
 LONDON E.C. 4.



DUPLICATE FOR THE FILE.

No. 277778



# Certificate of Incorporation

I Hereby Certify, That

ASSOCIATED AGRICULTURAL PROCESSES LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this thirteenth day of July One

Thousand Nine Hundred and thirty-three.

*J. Greenwood*

Registrar of Companies.

Certificate  
received by }

*Arnold Lloyd.*  
*per Nush Howell & Haldane*  
*47 Watling Street E.C.4*

Date *13<sup>th</sup> July 1933*

# ASSOCIATED AGRICULTURAL PROCESSES LIMITED



At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at Park Royal Brewery, London, N.W.10, on Thursday the 12th day of July, 1956, the following Resolutions were passed as SPECIAL RESOLUTIONS :—

## SPECIAL RESOLUTIONS

1. THAT with the consent of the Board of Trade the name of the Company be changed to GUINNESS HOP FARMS LIMITED.

2. THAT the Memorandum of Association of the Company be amended as follows :—

- (i) Clause 3 (1) : There shall be inserted the words " and growers and cultivators of " after the words " dealers in " in the second line and the word " produce " after the word " vegetable " in the third line.
- (ii) Clause 3 (2) : There shall be inserted the words " grow, cultivate," after the word " manipulate " in the second line.
- (iii) Clause 3 (7) : There shall be inserted the words " any person employed by the Company or " after the word " with " in the third line.
- (iv) Clause 21 shall be re-numbered 22 : Clause 22 shall be re-numbered 23 and the following Clause shall be incorporated as Clause 21 :—

" To establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a parent Company or subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any other company as aforesaid is or has been at any time interested, and the wives, widows, families and dependants of any such persons, and to establish subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any 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 "

3. THAT the regulations contained in the printed document submitted to the Meeting and for purposes of identification subscribed by the Chairman be approved and adopted as the Articles of Association of the Company and in substitution for and to the exclusion of all existing Articles thereof.

*C. P. V. V.*  
Chairman.

C. F. Wain

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

GUINNESS HOP FARMS LIMITED

*(Adopted by Special Resolution passed on the 12th day of July, 1956)*

PRELIMINARY

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles of Association the regulations contained in Part I and Part II of Table "A" in the First Schedule to the Companies Act 1948 (hereinafter called "Table 'A'") shall apply to the Company. The clauses of Part I of Table "A" numbered 3, 24, 53, 75, 89, to 97, 84(2), 106 and 136 shall not apply to the Company and in lieu thereof and in addition to the remaining clauses of Table "A" the following shall be the regulations of the Company.

SHARES

2. Subject to the provisions of Section 58 of the Act any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed.

3. Subject to the provisions of these presents all shares for the time being created and unissued shall be under the control of the Directors who may allot dispose of or grant options over the same to such persons (including any Directors) on such terms and conditions and at such time or times as the Directors may think fit and with full power for the Directors to give to any person (including any Directors) the call of any shares either at par or at a premium and for such time and for such consideration as the Directors may think fit.

4. The lien conferred by clause 11 of Part I of Table "A" shall extend to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of several joint holders.

### BORROWING POWERS

5. The Directors may exercise all the powers conferred upon them by clause 79 of Part I of Table "A" without any limit on the amount for the time being remaining undischarged of moneys so borrowed or secured and the proviso limiting such amount contained in that clause shall not apply.

### NOTICES OF MEETINGS

6. In any notice calling a meeting of the Company or of any class of members of the Company there shall appear with reasonable prominence the statement with regard to proxies required by Section 136 of Part IV of the Act.

### GENERAL MEETINGS

7. A resolution referred to in clause 5 of Part II of Table "A" may consist of several documents in the like form each signed by one or more members.

### PROCEEDINGS AT GENERAL MEETINGS

8. A poll may be demanded by one or more members present in person or by proxy or having the right to vote at the meeting and clause 58 of Part I of Table "A" shall be modified accordingly.

9. The words "or not carried by a particular majority" shall be inserted after the word "lost" in clause 58 of Part I of Table "A".

10. If any votes shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall be in the opinion of the Chairman of the meeting of sufficient magnitude to vitiate the resolution.

11. The following words shall be added to clause 69 of Part I of Table "A": "provided that where a meeting or an adjourned meeting would be held on a Tuesday, the proxy or Power of Attorney or other authority shall be lodged at the registered office of the Company not later than 12 noon on the immediate preceding Monday."

12. In clause 71 of Part I of Table "A" the following words shall be added after the word "resolution" "or any modification thereof."

13. Clause 73 of Part I of Table "A" shall be amended by inserting the word "registered" before the word "office."

## DIRECTORS

14. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two and not more than nine.

15. If and so long as Arthur Guinness Son & Company Limited and, or, any of its subsidiaries shall be registered as the holders in the aggregate of not less than 90% of the issued share capital of the Company Arthur Guinness Son & Company (Park Royal) Limited shall have the right to appoint the Directors of the Company and the Chairman of the Board and any Director or Chairman so appointed may at any time be removed from office by the Appointor. Such appointment or removal shall be in writing served on the Company at its registered office and signed on behalf of the Appointor by any two Directors for the time being thereof and shall have effect as at the time of service as aforesaid.

16. Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 199 of the Act he shall be counted in the quorum of any meeting of the Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

17. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

## PROCEEDINGS OF DIRECTORS

18. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors.

19. Clause 86 of Table "A" shall be amended by the deletion of the last sentence thereof.

20. The following words shall be added at the beginning of clause 10 of Table "A" " Subject to the provisions of Article 15 hereof."

## APPOINTMENT AND REMOVAL OF DIRECTORS

21. The Company in General Meeting may elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors and may remove any Director from office.

22. Subject to the provision of Article 15 hereof and without prejudice to the power of the Company in General Meeting to appoint and remove Directors the Directors shall have power at any time and from time to time to appoint any person as a Director either to fill a casual vacancy or as an addition to the existing Directors.

23. The following words shall be added at the end of clause 88 Sub-clause (f) of Table "A" "if the Board shall resolve that the office be vacated."

#### ALTERNATE DIRECTORS

24. Any Director may from time to time appoint a person who is approved by the majority of the Directors or alternate or substituted Directors to be an alternate or substituted Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat as a Director but he shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.

#### SPECIAL DIRECTORS

25. The Directors may from time to time appoint any person to be a Special Director and may at any time determine such appointment. The following provisions shall apply to any person holding the appointment of a Special Director pursuant to this Article:—

- (a) A Special Director shall not be entitled to receive notices of or to attend meetings of the Board of Directors of the Company except on the invitation of the Board and shall not be entitled to vote at any such meeting or be taken into account in constituting a quorum.
- (b) A Special Director shall not be or be regarded as a Director for the purposes of any of the provisions of the Statutes or of these presents relating to Directors and shall not be taken into account in reckoning the number of Directors.
- (c) A Special Director shall not unless otherwise resolved by the Directors be entitled to any remuneration by virtue of his holding that office but the Directors may pay such remuneration as they may think fit to a Special Director rendering additional services to the Company and may repay to any

Special Director his reasonable expenses incurred in travelling to and attending meetings of the Directors or otherwise in or about the Company's business.

### INDEMNITY

26. Every Director Auditor and other Officer for the time being of the Company and the Trustees, if any, for the time being acting in relation to any affairs of the Company or every of them and every of their executors or administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them may sustain or incur in or about the execution of their duties or supposed duty in their respective office or trust including any liability incurred by them in defending any proceedings whether civil or criminal in which judgment is given in their favour or in which they are acquitted or in connection with any application under Section 448 of the Act in which relief is granted to them by the Court except such, if any, as they shall incur or sustain by or through their own wilful neglect or default and none of them shall be liable for the acts receipts neglects of the other or others of them or for joining in any receipt for the sake of conformity or for any Bankers or other person with whom any money or effects belonging to the Company shall or may be lodged with the Company for safe custody or for the insufficiency of and any deficiency in any security upon which any moneys of or belonging to the Company shall be placed out or invested or for any other loss damage or misfortune which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own wilful neglect or default respectively. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

6/

Company Number.....277778.....



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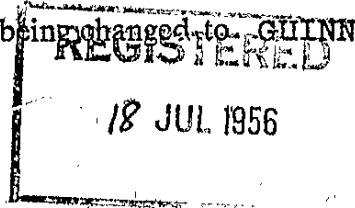
Reference: C.R. 98/1054/56

BOARD OF TRADE,

COMPANIES ACT, 1948

.....ASSOCIATED AGRICULTURAL PROCESSES..... Limited

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above-named Company being changed to **GUINNESS HOP FARMS LIMITED.**



Signed on behalf of the Board of Trade

this      eighteenth      day of      July      1956 .

Authorised in that behalf by the  
President of the Board of Trade.

 No. C. 60.



No. C.172.

R.M.

DUPLICATE FOR THE FILE.

No. 277778 / 41



# Change of Name

## Certificate

pursuant to Section 18(3) of the Companies Act, 1948.

I Hereby Certify that

ASSOCIATED AGRICULTURAL PROCESSES LIMITED

having, with the sanction of a Special Resolution of the said Company and with the approval of the BOARD OF TRADE, changed its name, is now called

GUINNESS HOR FARMS LIMITED

and I have entered such new name on the Register accordingly.

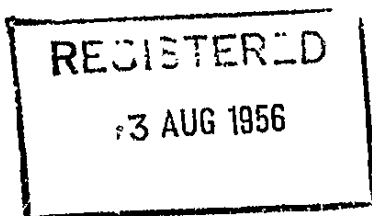
Given under my hand at London, this eighteenth day of July One thousand nine hundred and fifty six.

*L. R. [Signature]*  
Registrar of Companies.

Certificate received by

Date 19 July 1956

5012



THE COMPANIES ACT, 1929

COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

## GUINNESS HOP FARMS LIMITED

(As amended by Special Resolutions passed on the 12th day of July, 1956)



1. The name of the Company is "GUINNESS HOP FARMS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (1) To carry on the business or businesses of manufacturers, buyers and sellers of and dealers in and growers and cultivators of all kinds of agricultural and vegetable produce substances and preparations whatsoever.
  - (2) To manufacture, buy, sell, hire, repair, alter, improve, manipulate, grow, cultivate, prepare for market, treat and deal in all kinds of agricultural and vegetable products and materials, plant, machinery, apparatus, tools, utensils, articles and things useful or necessary for the carrying on of any of the above businesses or usually dealt in by persons engaged therein.
  - (3) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or to render profitable any of the Company's property or rights.
  - (4) To purchase or otherwise acquire, and to sell, exchange or otherwise turn to account, dispose of and deal with property and rights of all kinds, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

100

(5) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(6) To purchase or otherwise acquire any interests in any patents, brevet d'inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem to the Company capable of being profitably dealt with by the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

(7) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person employed by the Company or any person or company carrying on or engaged in, or about to carry on or engage in, any business or transactions which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; and to lend money to, guarantee the contracts of or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

(8) To procure the registration or incorporation of the Company in or under the laws of any place outside England.

(9) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.

(10) To promote any other company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(11) To enter into any contracts, agreements or arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such contracts, agreements or arrangements, rights, privileges and concessions.

(12) To lend money to such persons or companies, and on such terms as may seem expedient, and in particular to customers, clients and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.

(13) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

(14) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock or other securities, perpetual or otherwise, charged upon all or any of the Company's rights and property (present and future), including any uncalled capital, or without any such security, and to purchase, redeem or pay off any such security or loan.

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

(16) To adopt such means of making known the products or business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

(17) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

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

(19) To distribute any part of the property of the Company in specie among the members.

(20) To pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by the Company, and all broker's fees, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company or of any company so promoted, formed, established or registered by the Company.

(21) To establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a parent Company or subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who may be or have been 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 to establish subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any 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.

(22) To do all such other things as the Company may think are incidental or conducive to the attainment of the above objects.

(23) And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each, with power to increase the nominal capital by creation of new capital, and with power from time to time to issue shares of the new capital, and to divide the shares in the capital for the time being, whether initial or increased, into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges, or conditions, and to vary the regulations of the Company as far as necessary to give effect thereto.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
ARTHUR EDWARD WINSLOW, 16, Engadine Street, Southfields, London, S.W.18, Gentleman ... ..	One.
JAMES CHARLES SATCHELL. 3, Fieldhouse Villas, Kingscroft Road, Woodmansterne, Surrey, Gentleman	One.

Dated the 10th day of July, 1933.

Witness to all the above Signatures:—

ARNOLD G. C. LLOYD,  
Clerk to NEISH HOWELL & HALDANE,  
Solicitors,  
47, Watling Street,  
London, E.C.4.

277778/86 Sec 9 EEC Act 1972

THE COMPANIES ACT, 1929

COMPANY LIMITED BY SHARES

# Memorandum

AND

# Articles of Association

OF

# GUINNESS HOP FARMS LIMITED

(formerly Associated Agricultural Processes Limited)

Incorporated the 13th July, 1933

For the purpose of

GUINNESS HOP FARMS LIMITED

*James O'Neill*

TRAVERS, SMITH, BRAITHWAITE & CO.,

4, THROGMORTON AVENUE,

LONDON, E.C.2.

11-3-72

THE COMPANIES ACT, 1929

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*COMPANY LIMITED BY SHARES*

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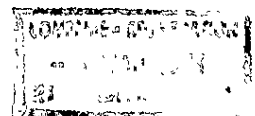
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**Memorandum**  
AND  
**Articles of Association**  
OF  
**GUINNESS HOP FARMS LIMITED**

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## Certificate of Incorporation

For and on behalf of  
GUINNESS HOP FARMS LIMITED

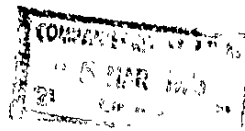
*J. James Carvill*  
.....Secretary.

I HEREBY CERTIFY that GUINNESS HOP FARMS LIMITED  
is this day Incorporated under the Companies Act, 1929, and that  
the Company is LIMITED.

GIVEN under my hand at London this Thirteenth day of July,  
One thousand nine hundred and thirty-three.

F. GREENWOOD,

*Registrar of Companies.*



THE COMPANIES ACT, 1929

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COMPANY LIMITED BY SHARES

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**Memorandum of Association**

OF

**GUINNESS HOP FARMS LIMITED**

*(As amended by Special Resolutions passed on the 12th day of July, 1956)*

---

1. The name of the Company is "GUINNESS HOP FARMS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—

(1) To carry on the business or businesses of manufacturers, buyers and sellers of and dealers in and growers and cultivators of all kinds of agricultural and vegetable produce substances and preparations whatsoever.

(2) To manufacture, buy, sell, hire, repair, alter, improve, manipulate, grow, cultivate, prepare for market, treat and deal in all kinds of agricultural and vegetable products and materials, plant, machinery, apparatus, tools, utensils, articles and things useful or necessary for the carrying on of any of the above businesses or usually dealt in by persons engaged therein.

(3) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or to render profitable any of the Company's property or rights.

(4) To purchase or otherwise acquire, and to sell, exchange or otherwise turn to account, dispose of and deal with property and rights of all kinds, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(5) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.

(6) To purchase or otherwise acquire any interests in any patents, brevet d'inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem to the Company capable of being profitably dealt with by the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

(7) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person employed by the Company or any person or company carrying on or engaged in, or about to carry on or engage in, any business or transactions which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; and to lend money to, guarantee the contracts of or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

(8) To procure the registration or incorporation of the Company in or under the laws of any place outside England.

(9) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.

(10) To promote any other company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(11) To enter into any contracts, agreements or arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such contracts, agreements or arrangements, rights, privileges and concessions.

(12) To lend money to such persons or companies, and on such terms as may seem expedient, and in particular to customers, clients and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.

(13) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

(14) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock or other securities, perpetual or otherwise, charged upon all or any of the Company's rights and property (present and future), including any uncalled capital, or without any such security, and to purchase, redeem or pay off any such security or loan.

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

(16) To adopt such means of making known the products or business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

(17) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

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

(19) To distribute any part of the property of the Company in specie among the members.

(20) To pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by the Company, and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company or of any company so promoted, formed, established or registered by the Company.

(21) To establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a parent Company or subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any other company as aforesaid is or has been at any time interested, and the wives, widows, families and dependants of any such persons, and to establish subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any 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.

(22) To do all such other things as the Company may think are incidental or conducive to the attainment of the above objects.

(23) And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each, with power to increase the nominal capital by creation of new capital, and with power from time to time to issue shares of the new capital, and to divide the shares in the capital for the time being, whether initial or increased, into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges, or conditions, and to vary the regulations of the Company as far as necessary to give effect thereto.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
ARTHUR EDWARD WINSLOW, 16, Engadine Street, Southfields, London, S.W.18, Gentleman ... ..	One.
JAMES CHARLES SATCHELL, 3, Fieldhouse Villas, Kingscroft Road, Woodmansterne, Surrey, Gentleman	One.

Dated the 10th day of July, 1933.

Witness to all the above Signatures:—

ARL. LD G. C. LLOYD,

Clerk to NEISH HOWELL & HALDANE,

Solicitors,

47, Watling Street,

London, E.C.4.

THE COMPANIES ACT, 1948

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COMPANY LIMITED BY SHARES

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Articles of Association

OF

GUINNESS HOP FARMS LIMITED

*(Adopted by Special Resolution passed on the 12th day of July, 1956)*

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PRELIMINARY

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles of Association the regulations contained in Part I and Part II of Table "A" in the First Schedule to the Companies Act 1948 (hereinafter called "Table 'A'") shall apply to the Company. The clauses of Part I of Table "A" numbered 3, 24, 53, 75, 89, to 97, 84(2), 106 and 136 shall not apply to the Company and in lieu thereof and in addition to the remaining clauses of Table "A" the following shall be the regulations of the Company.

SHARES

2. Subject to the provisions of Section 58 of the Act any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed.

3. Subject to the provisions of these presents all shares for the time being created and unissued shall be under the control of the Directors who may allot dispose of or grant options over the same to such persons (including any Directors) on such terms and conditions and at such time or times as the Directors may think fit and with full power for the Directors to give to any person (including any Directors) the call of any shares either at par or at a premium and for such time and for such consideration as the Directors may think fit.

4. The lien conferred by clause 11 of Part I of Table "A" shall extend to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of several joint holders.

### BORROWING POWERS

5. The Directors may exercise all the powers conferred upon them by clause 79 of Part I of Table "A" without any limit on the amount for the time being remaining undischarged of moneys so borrowed or secured and the proviso limiting such amount contained in that clause shall not apply.

### NOTICES OF MEETINGS

6. In any notice calling a meeting of the Company or of any class of members of the Company there shall appear with reasonable prominence the statement with regard to proxies required by Section 136 of Part IV of the Act.

### GENERAL MEETINGS

7. A resolution referred to in clause 5 of Part II of Table "A" may consist of several documents in the like form each signed by one or more members.

### PROCEEDINGS AT GENERAL MEETINGS

8. A poll may be demanded by one or more members present in person or by proxy or having the right to vote at the meeting and clause 58 of Part I of Table "A" shall be modified accordingly.

9. The words "or not carried by a particular majority" shall be inserted after the word "lost" in clause 58 of Part I of Table "A".

10. If any votes shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall be in the opinion of the Chairman of the meeting of sufficient magnitude to vitiate the resolution.

11. The following words shall be added to clause 69 of Part I of Table "A": "provided that where a meeting or an adjourned meeting would be held on a Tuesday, the proxy or Power of Attorney or other authority shall be lodged at the registered office of the Company not later than 12 noon on the immediate preceding Monday."

12. In clause 71 of Part I of Table "A" the following words shall be added after the word "resolution" "or any modification thereof."

13. Clause 73 of Part I of Table "A" shall be amended by inserting the word "registered" before the word "office."



## DIRECTORS

14. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two and not more than nine.

15. If and so long as Arthur Guinness Son & Company Limited and, or, any of its subsidiaries shall be registered as the holders in the aggregate of not less than 90% of the issued share capital of the Company Arthur Guinness Son & Company (Park Royal) Limited shall have the right to appoint the Directors of the Company and the Chairman of the Board and any Director or Chairman so appointed may at any time be removed from office by the Appointor. Such appointment or removal shall be in writing served on the Company at its registered office and signed on behalf of the Appointor by any two Directors for the time being thereof and shall have effect as at the time of service as aforesaid.

16. Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 199 of the Act he shall be counted in the quorum of any meeting of the Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

17. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

## PROCEEDINGS OF DIRECTORS

18. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors.

19. Clause 86 of Table "A" shall be amended by the deletion of the last sentence thereof.

20. The following words shall be added at the beginning of clause 101 of Table "A" "Subject to the provisions of Article 15 hereof."

## APPOINTMENT AND REMOVAL OF DIRECTORS

21. The Company in General Meeting may elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors and may remove any Director from office.

22. Subject to the provision of Article 15 hereof and without prejudice to the power of the Company in General Meeting to appoint and remove Directors the Directors shall have power at any time and from time to time to appoint any person as a Director either to fill a casual vacancy or as an addition to the existing Directors.

23. The following words shall be added at the end of clause 88 Sub-clause (f) of Table "A" "if the Board shall resolve that the office be vacated."

#### ALTERNATE DIRECTORS

24. Any Director may from time to time appoint any person who is approved by the majority of the Directors or alternate or substituted Directors to be an alternate or substituted Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors, and to attend and vote thereat as a Director but he shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.

#### SPECIAL DIRECTORS

25. The Directors may from time to time appoint any person to be a Special Director and may at any time determine such appointment. The following provisions shall apply to any person holding the appointment of a Special Director pursuant to this Article:—

- (a) A Special Director shall not be entitled to receive notices of or to attend meetings of the Board of Directors of the Company except on the invitation of the Board and shall not be entitled to vote at any such meeting or be taken into account in constituting a quorum.
- (b) A Special Director shall not be or be regarded as a Director for the purposes of any of the provisions of the Statutes or of these presents relating to Directors and shall not be taken into account in reckoning the number of Directors.
- (c) A Special Director shall not unless otherwise resolved by the Directors be entitled to any remuneration by virtue of his holding that office but the Directors may pay such remuneration as they may think fit to a Special Director rendering additional services to the Company and may repay to any

Special Director his reasonable expenses incurred in travelling to and attending meetings of the Directors or otherwise in or about the Company's business.

#### INDEMNITY

26. Every Director Auditor and other Officer for the time being of the Company and the Trustees, if any, for the time being acting in relation to any affairs of the Company or every of them and every of their executors or administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them may sustain or incur in or about the execution of their duties or supposed duty in their respective office or trust including any liability incurred by them in defending any proceedings whether civil or criminal in which judgment is given in their favour or in which they are acquitted or in connection with any application under Section 448 of the Act in which relief is granted to them by the Court except such, if any, as they shall incur or sustain by or through their own wilful neglect or default and none of them shall be liable for the acts receipts neglects of the other or others of them or for joining in any receipt for the sake of conformity or for any Bankers or other person with whom any money or effects belonging to the Company shall or may be lodged with the Company for safe custody or for the insufficiency of and any deficiency in any security upon which any moneys of or belonging to the Company shall be placed out or invested or for any other loss damage or misfortune which may happen in the execution of their respective offices or trusts or in relation thereto except the same shall happen by or through their own wilful neglect or default respectively. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

3a

# A

## Notice of new accounting reference date given after the end of an accounting reference period

Pursuant to section 3(2) of the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

1120

277778

\*delete if inappropriate

GUINNESS HOP FARMS

Limited\*

**Note**

Please read notes 1 to 5 overleaf before completing this form

hereby gives you notice in accordance with section 3(2) of the Companies Act 1976 that the company's new accounting reference date on which the previous accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3 0 0 9

†delete as appropriate

The previous accounting reference period of the company is to be treated as ~~extended~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3 0 0 9 1 9 8 2

‡delete as appropriate

The company is a <sup>Subsidiary</sup> ~~subsidiary~~ [holding company]† of Arthur Guinness Son and Company (Park Royal) Limited, Park Royal Brewery, London, NW10 7RR.

, company number 510607

the accounting reference date of which is 30th September

§delete as appropriate

Signed

[Director] [Secretary] § Date 20th April, 1982

Presenter's name, address and reference (if any):

B. Beanland,  
Company Secretary,  
Park Royal Brewery,  
London, NW10 7RR.

BB/cf

For official use  
General section

Ernst & Whinney Chartered Accountants

Becket House  
1 Lambeth Palace Road  
London SE1 7EU

Phone: 01 928 2000  
Telex: 885234  
CDE & LDE Box 241

31 May 1983

A/53/MJL/PLG

A J Scrine Esq *Nip Farms Ltd*  
~~Arthur Guinness and Sons PLC~~  
Ten Albemarle Street  
London W1X 4AJ

Dear Sir

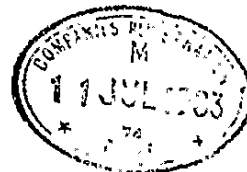
We write to you in your capacity as secretary to Arthur Guinness and Sons PLC, to notify you of our formal resignation as auditors of the subsidiary companies listed on the attached schedule.

The resignation takes effect from the time at which you receive this letter. *id est.*

In accordance with section 16(2) of the Companies Act 1976, we confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the companies concerned.

Yours faithfully

*Ernst. Whinney*



# G

## COMPANIES FORM No. 225(2)

### Notice by an holding or subsidiary company of new accounting reference date given after the end of an accounting reference period

# 225(2)

Please do not write in this margin

Pursuant to section 225(2) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

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277778

Name of company

\* Guinness Hop Farms Ltd.

\* Insert full name of company

gives notice that the company's new accounting reference date on which the previous accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

**Note**  
Please read notes 1 to 4 overleaf before completing this form

Day Month

3	1	1	2
---	---	---	---

The previous accounting reference period of the company is to be treated as ~~shortened~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3	1	1	2	1	9	8	7
---	---	---	---	---	---	---	---

† delete as appropriate

The company is a [subsidiary] ~~holding company~~† of Guinness PLC.,

\_\_\_\_\_, company number 23307

the accounting reference date of which is 31st December

Signed

[Director][Secretary]† Date 5/10/87

Presenter's name address and reference (if any):

B. Beanland Esq.,  
Arthur Guinness & Co.,  
(Great Britain) Ltd.,  
Park Royal Brewery,  
LONDON NW10 7RR

For official Use  
General Section

Post room

COMPANIES REGISTRATION

6 OCT 1987

PRICE 55

Company No. 277778

The Companies Acts 1929 to 1989

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Company Limited by Shares

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SPECIAL RESOLUTION

OF

GUINNESS HOP FARMS LIMITED

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Passed 22nd July 1991

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At the ANNUAL GENERAL MEETING of the above-named Company, duly convened, and held at Park Royal Brewery, London, NW10 on the 22nd day of July 1991, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION - ADOPTION OF NEW ARTICLES OF ASSOCIATION

IT WAS RESOLVED THAT the regulations contained in the printed document submitted to this meeting and for the purpose of identification, signed by the Secretary be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing articles.

  
.....  
Secretary



No. 277778

THE COMPANIES ACT 19 29 to 1989

COMPANY LIMITED BY SHARES

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**Memorandum**  
AND  
**Articles of Association**  
OF  
GUINNESS HOP FARMS LIMITED

COMPANIES HOUSE

30 JUL 1991

M

34

Incorporated the 13th day of JULY

19 33

Certified a true copy of the original  
memorandum & Articles of  
Association.

*[Signature]*  
Secretary.



No. 277778



## Certificate of Incorporation

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I HEREBY CERTIFY that ASSOCIATED AGRICULTURAL PROCESSES LIMITED is this day Incorporated under the Companies Act, 1929, and that the Company is LIMITED.

GIVEN under my hand at London this Thirteenth day of July,  
One thousand nine hundred and thirty-three.

F. GREENWOOD,

*Registrar of Companies.*

## ASSOCIATED AGRICULTURAL PROCESSES LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at Park Royal Brewery, London, N.W.10, on Thursday the 12th day of July, 1956, the following Resolutions were passed as SPECIAL RESOLUTIONS :—

### SPECIAL RESOLUTIONS

1. THAT with the consent of the Board of Trade the name of the Company be changed to GUINNESS HOP FARMS LIMITED.
2. THAT the Memorandum of Association of the Company be amended as follows :—
  - (i) Clause 3 (1) : There shall be inserted the words " and growers and cultivators of " after the words " dealers in " in the second line and the word " produce " after the word " vegetable " in the third line.
  - (ii) Clause 3 (2) : There shall be inserted the words " grow, cultivate," after the word " manipulate " in the second line.
  - (iii) Clause 3 (7) : There shall be inserted the words " any person employed by the Company or " after the word " with " in the third line.
  - (iv) Clause 21 shall be re-numbered 22 : Clause 22 shall be re-numbered 23 and the following Clause shall be incorporated as Clause 21 :—

" To establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a parent Company or subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any other company as aforesaid is or has been at any time interested, and the wives, widows, families and dependants of any such persons, and to establish subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any 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 "
3. THAT the regulations contained in the printed document submitted to the Meeting and for purposes of identification subscribed by the Chairman be approved and adopted as the Articles of Association of the Company and in substitution for and to the exclusion of all existing Articles thereof.

C. J. VIRDEN,

*Chairman.*

No. 277778



## Change of Name

**Certificate** *pursuant to Section 18(3) of the Companies Act, 1948.*

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I HEREBY CERTIFY that ASSOCIATED AGRICULTURAL PROCESSES LIMITED having, with the sanction of a SPECIAL RESOLUTION of the said Company and with the approval of the Board of Trade, changed its name, is now called GUINNESS HOP FARMS LIMITED and I have entered such new name on the Register accordingly.

GIVEN under my hand at London this Eighteenth day of July, One thousand nine hundred and fifty-six.

W. B. LANGFORD,

*Registrar of Companies.*

THE COMPANIES ACT, 1929

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*COMPANY LIMITED BY SHARES*

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**Memorandum**  
AND  
**Articles of Association**  
OF  
**GUINNESS HOP FARMS LIMITED**

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i

THE COMPANIES ACT, 1929

COMPANY LIMITED BY SHARES

## Memorandum of Association

OR

## GUINNESS HOP FARMS LIMITED

*(As amended by Special Resolutions passed on the 12th day of July, 1956)*

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1. The name of the Company is "GUINNESS HOP FARMS LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—

(1) To carry on the business or businesses of manufacturers, buyers and sellers of and dealers in and growers and cultivators of all kinds of agricultural and vegetable produce substances and preparations whatsoever.

(2) To manufacture, buy, sell, hire, repair, alter, improve, manipulate, grow, cultivate, prepare for market, treat and deal in all kinds of agricultural and vegetable products and materials, plant, machinery, apparatus, tools, utensils, articles and things useful or necessary for the carrying on of any of the above businesses or usually dealt in by persons engaged therein.

(3) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or to render profitable any of the Company's property or rights.

(4) To purchase or otherwise acquire, and to sell, exchange or otherwise turn to account, dispose of and deal with property and rights of all kinds, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(12) To lend money to such persons or companies, and on such terms as may seem expedient, and in particular to customers, clients and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.

(13) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

(14) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, debenture stock or other securities, perpetual or otherwise, charged upon all or any of the Company's rights and property (present and future), including any uncalled capital, or without any such security, and to purchase, redeem or pay off any such security or loan.

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

(16) To adopt such means of making known the products or business of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

(17) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

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

(19) To distribute any part of the property of the Company in specie among the members.

(20) To pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by the Company, and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company or of any company so promoted, formed, established or registered by the Company.

(21) To establish and maintain, or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a parent Company or subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any other company as aforesaid is or has been at any time interested, and the wives, widows, families and dependants of any such persons, and to establish subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any 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.

(22) To do all such other things as the Company may think are incidental or conducive to the attainment of the above objects.

(23) And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each, with power to increase the nominal capital by creation of new capital, and with power from time to time to issue shares of the new capital, and to divide the shares in the capital for the time being, whether initial or increased, into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges, or conditions, and to vary the regulations of the Company as far as necessary to give effect thereto.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
ARTHUR EDWARD WINSLOW, 16, Engadine Street, Southfields, London, S.W.18, Gentleman ... ..	One.
JAMES CHARLES SATCHELL, 3, Fieldhouse Villas, Kingscroft Road, Woodmansterne, Surrey, Gentleman	One.

Dated the 10th day of July, 1933.

Witness to all the above Signatures:—

ARNOLD G. C. LLOYD,

Clerk to NEISH HOWELL & HALDANE,

Solicitors,

47, Watling Street,

London, E.C.4.



Company No: 277778

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

Adopted by Special Resolution on 22nd July 1991

of

GUINNESS HOP FARMS LIMITED

Incorporated on 13th July 1933  
under the Companies Act 1929

**Exclusion of Other Regulations**

1. No regulations set out in any statute or statutory instrument concerning companies shall apply as Articles of Association or regulations of the Company.

**Interpretation**

2. In these regulations -
  - "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
  - "the articles" means the articles of the Company.
  - "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
  - "executed" includes any mode of execution.
  - "office" means the registered office of the Company.
  - "the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
  - "the seal" means the common seal of the Company.
  - "secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
  - "the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

**Share Capital**

3. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
4. Section 89(1) of the Act shall not apply to the Company.

5. Any share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company or of the holder of such share is liable, to be redeemed.
6. Subject to the provisions of the Act, the Company may purchase any of its own shares (including any redeemable shares).
7. The Company may exercise the powers of paying commissions conferred by the Act. Subject to the provision of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
8. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

#### Share Certificates

9. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
10. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

#### Lien

11. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.
12. The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
13. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

14. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

#### **Calls on shares and forfeiture**

15. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
16. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
19. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
20. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
21. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
22. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

23. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
24. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
25. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

#### **Transfer of shares**

26. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor unless legislation determines otherwise.
27. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share.
28. If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
29. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
30. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
31. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

## Transmission of shares

32. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
33. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
34. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

## Alteration of share capital

35. The Company may by ordinary resolution -
- (a) increase its share capital by new shares of such amount as the resolution prescribes;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
  - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
36. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
37. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

38. Subject to the provisions of the Act, the Company may make a payment in respect of any redemption or purchase, pursuant to articles 4 or 5 (as the case may be), of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### **General meetings**

39. All general meetings other than annual general meetings shall be called extraordinary general meetings.
40. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

#### **Notice of general meetings**

41. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

42. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **Proceedings at general meetings**

43. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
44. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine.

45. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
46. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
47. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
48. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
49. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded -
- (a) by the chairman; or
  - (b) by at least two members having the right to vote at the meeting; or
  - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

50. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
51. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
52. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

53. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
54. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
55. No notice need be given of a poll not taken forthwith 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 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
56. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

When a corporation is a member the signature of a director or the secretary thereof, and for joint holders of a share the signature of any one of such joint holders, shall be sufficient for the purposes of passing resolutions in writing pursuant to this article.

#### Votes of members

57. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

When a corporation is a member a director or the secretary thereof shall be a duly authorised representative for the purpose of this article.

58. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
59. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.



60. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
61. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
62. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
63. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) -

"[ ] PLC/Limited

I/We, [ ], of [ ], being a member/members of the above-named company, hereby appoint [ ] of [ ], or failing him, [ ] of [ ], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ] 19[ ], and at any adjournment thereof.

Signed on [ ] 19[ ]."

64. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) -

"[ ] PLC/Limited

I/We, [ ], of [ ], being a member/members of the above-named company, hereby appoint [ ] of [ ], or failing him, [ ] of [ ], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ] 19[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \* against  
Resolution No 2 \*for \* against.

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this [ ] day of [ ] 19[ ]."

65. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may -

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

66. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **Directors - qualification shares unnecessary**

67. A director shall not be required to hold any qualification shares in the Company.

#### **Number of directors**

68. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

#### **Alternate directors**

69. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

70. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

71. An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
72. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
73. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

#### **Powers of directors**

74. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
75. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **Delegation of directors' powers**

76. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

Any committee shall have power unless the directors resolve otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a director of the Company.

#### **Appointment and disqualification of directors**

77. Without prejudice to the powers of the Company under section 303 of the Act to remove a director by ordinary resolution, the holder or holders for the time being of more than one half of the issued ordinary shares of the Company shall have the power to appoint any person or persons as a director or directors either as an additional director or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its directors and shall take effect upon lodgment at the registered office of the Company.

78. The directors shall not be required to retire by rotation.
79. The holder or holders for the time being of more than one half of the issued ordinary shares of the Company shall have the power from time to time and at any time to delegate the power to appoint any person or persons as a director or directors (either as an additional director or to fill any vacancy) to the board of directors of the Company and may at any time withdraw such delegation. Any such delegation or withdrawal of delegation shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its directors and shall take effect upon lodgment at the registered office of the Company.
80. The office of a director shall be vacated:-
- (i) if by notice in writing to the Company he resigns the office of director;
  - (ii) if for more than 6 months he has been absent without permission of the directors from meetings of the directors held during that period, unless he has appointed an alternate director who has not been similarly absent during such period;
  - (iii) if he becomes bankrupt or enters into any arrangement with his creditors;
  - (iv) if he is prohibited from being a director by an order made under any provision of the Act or the Companies Directors Disqualification Act 1986 or The Insolvency Act 1986 and every statutory modification or re-enactment thereof for the time being in force;
  - (v) if he becomes of unsound mind;
  - (vi) if he is removed from office under article 77;
  - (vii) if he is requested in writing by at least three-fourths of the directors to retire from office.

#### **Remuneration of directors**

81. The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

#### **Directors' expenses**

82. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

#### **Directors' appointments and interests**

83. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

### **Interested directors**

84. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director, notwithstanding his office, may be a party to or otherwise interested directly or indirectly in any transaction (including contract) or arrangement or in any proposed transaction or arrangement, with the Company or with any other company in which the Company may be interested, and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company, and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him and no transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
85. For the purposes of regulation 82 -
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

### **Directors' gratuities and pensions**

86. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

### **Proceedings of directors**

87. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

88. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
89. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
90. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
91. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as 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.
92. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
93. Any director or member of a committee of the Board may hold meetings by telephone, either by conference telephone connection(s) or by a series of telephone conversations, or by exchange of facsimile transmissions addressed to the chairman. The views of the Board, or a committee of the Board, as ascertained by such telephone conversations or facsimile transmissions and communicated to the chairman shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner, and signed by the chairman, shall be as valid and effectual as if it had been passed at a meeting of the Board (or, as the case may be, of that committee) duly convened and held.
- The provisions of these articles relating to notice and quorum for board meetings shall be applicable to meetings held in accordance with this article.
94. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

95. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
96. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

#### Secretary

97. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

#### Minutes

98. The directors shall cause minutes to be made in books kept for the purpose -
- (a) of all appointments of officers made by the directors; and
  - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors and officers present at each such meeting.

It shall not be necessary for the directors to sign a book recording their attendances at meetings of directors.

#### The seal

99. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.
100. The Board may elect not to possess and make use of a company seal.
101. Notwithstanding regulation 98 above, the Company may have an official seal for use abroad under the provisions of the Act, where and as the directors resolve, and the Company may by writing appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on its use as may be thought fit. Wherever in these Articles reference is made to the seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal.

#### Dividends

102. Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

103. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights.
104. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be 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; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
105. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
106. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
107. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
108. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.
- Accounts
109. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.



## Capitalisation of profits

110. The directors may with the authority of an ordinary resolution of the company -

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

## Notices

- 111. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 112. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 113. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 114. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

115. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
116. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

#### **Winding up**

117. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

#### **Indemnity**

118. To the extent not rendered void by section 310 of the Act every director or other officer of the Company shall be entitled to be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereof, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court, and no director or another officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

#### **Directors' and Officers' insurance**

119. Subject to section 310 of the Act and the disclosure requirements, the Company may pay premiums for directors' and other officers' insurance cover as the directors deem fit.

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Company No. 277778

The Companies Acts 1929 to 1989

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Company Limited by Shares

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SPECIAL RESOLUTION

OF

GUINNESS HOP FARMS LIMITED

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Passed 22nd July 1991

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At the ANNUAL GENERAL MEETING of the above-named Company, duly convened, and held at Park Royal Brewery, London, NW10 on the 22nd day of July 1991, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION - ADOPTION OF NEW ARTICLES OF ASSOCIATION

IT WAS RESOLVED THAT the regulations contained in the printed document submitted to this meeting and for the purposes of identification, signed by the Secretary be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing articles.

  
.....  
Secretary

Company No: 0277778

**THE COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY SHARES**

**ELECTIVE RESOLUTIONS OF GUINNESS HOP FARMS LIMITED**

At the Annual General Meeting of the members of the above-named company, duly convened and held at Park Royal Brewery, London, NW10 7RR on 30th July 1992 the following elective resolutions were passed by agreement, in person or by proxy, of all the members entitled to attend and vote at the meeting:

THAT pursuant to Section 366A of the Companies Act 1985, the Company hereby elects to dispense with the holding of Annual General Meetings in 1993 and subsequent years until this election is revoked.

THAT pursuant to Section 252 of the Companies Act 1985, the Company hereby elects to dispense with the laying of accounts and reports before the Company in General Meeting for the current financial year and all subsequent financial years until this election is revoked.

THAT pursuant to Section 386 of the Companies Act 1985 the Company hereby elects to dispense with the obligation to appoint auditors annually until this election is revoked.

.....  
Secretary

