



THE COMPANIES ACTS 1985 to 1989

A

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

INTERPUB PUBLIC LIMITED COMPANY

Adopted <sup>25th October</sup> ~~24th September~~ 2001

1. The name of the Company is "INTERPUB PUBLIC LIMITED COMPANY".
2. The Company is to be a public company.
3. The registered office of the Company will be situate in England.
4. The objects for which the Company is established are:-
  - (a) 1. To carry on business as caterers, proprietors of hotels, motels, restaurants, snack bars and tea rooms, licensed victuallers, brewers, maltsters, wine and spirit merchants, distillers, minerals and aerated water manufacturers and importers, bakers, confectioners, pastry cooks, sweet manufacturers, wholesale and retail tobacconists, ice creams manufacturers, meat salesmen, butchers, fishmongers, fruiterers, greengrocers, dairymen, gardeners, farmers, game and poultry dealers, corn dealers, food and provision dealers, hairdressers, manicurists, garage, cab, coach and omnibus proprietors, carriers, electricians, furniture makers, upholsterers, french polishers, builders, painters and decorators, builders' merchants, newsagents, book sellers and dealers in stationery, toilet goods, fancy goods, toys, greeting cards, wood and every kind of article of personal use or ornament.
  2. To carry on business as proprietors of ballrooms, cinemas, theatres, concert halls, public halls, billiard halls, bingo halls, bowling alleys, skating rinks, swimming or turkish baths, exhibition rooms, museums, lecture rooms and any other halls, rooms or places which can be used for providing amusements, recreations, competitions and sports.
  3. To promote, organise and provide entertainments, exhibitions, dances, concerts, amusements, recreations, competitions and gaming activities and sports and to carry on business as theatrical and entertainment agents.
- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

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

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(o) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

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

(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(t) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(u) To procure the Company to be registered or recognised in any part of the world.

(v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them. The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5. The liability of the Members is limited.

6. The authorised share capital of the Company at the date of adoption of this Memorandum is £1,000,000 divided into 880,000 Ordinary Shares, 70,000 A Preference Shares and 50,000 Preference Shares.

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 our respective names.

Names, addresses and descriptions  
of Subscribers

Number of Shares taken  
by each Subscriber

Michael John Hope  
30 City Road  
London EC1  
Commercial Formation Assistant.

One

Eric Charles Turner  
30 City Road  
London EC1  
Commercial Formation Assistant

One

Dated this 31st Day of August, 1977.

Witness to the above Signatures:

Martin Francis Marriott  
30 City Road  
London EC1  
Commercial Formation Assistant

**B**

ARTICLES OF ASSOCIATION

OF

INTERPUB PUBLIC LIMITED COMPANY

Company number 1327896

Incorporated 31st August 1977

Articles adopted <sup>23<sup>rd</sup> October</sup> ~~24 September~~ 2001



## Definitions

In the interpretation of these Articles, unless the context otherwise requires, the following definitions shall apply:

"THE ACT" the Companies Act 1985, as amended by the Companies Act 1989, and any statutory modification or re-enactment from time to time in force

"THESE ARTICLES" these Articles of Association as amended from time to time

"ORDINARY SHARE" an Ordinary Share of £1 of the Company

"ORDINARY SHAREHOLDER" a holder of an Ordinary Share

"BUSINESS DAYS" Monday to Friday inclusive but excluding statutory holidays or days on which banks generally are not open for business

"CONNECTED PERSON" as defined by Section 839 of the Income and Corporation Taxes Act 1988

"GROUP" in relation to any company, any holding company of that company and any subsidiaries of that company or its holding company

"A PREFERENCE SHARE" a redeemable preference share of £1 each

"PREFERENCE SHARE" a preference share of £1 each

"A PREFERENCE DIVIDEND" the fixed preferential dividend payable in respect of each A Preference Share

"PREFERENCE DIVIDEND" the preferential dividend payable in respect of each Preference Share

"SHAREHOLDER RELATED CONTRACT" any agreement, transaction or arrangement (including payment of any sum on an ex-gratia basis) made between an Ordinary Shareholder (or a person who in relation to an Ordinary Shareholder is a Connected Person) and the Company or any member of its Group

"TABLE A" Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended prior to the date of adoption of these Articles

Any term or expression defined in the Act shall, unless the context otherwise requires, have the same meaning in these Articles

The singular shall include the plural and vice versa

The expression 'shareholder' or 'member' includes his personal representatives

References to the masculine gender shall include the feminine gender and vice versa

THE COMPANIES ACTS 1985 to 1989

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

INTERPUB PUBLIC LIMITED COMPANY

Adopted 24th September 2001

1. The regulations contained in Table A shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles. Regulations 26 (suspension of registration of share transfers), 50 (chairman's casting vote), 73-77 inclusive (directors' retirement by rotation), 80 (re-appointment of director retiring by rotation) and 87 (directors' gratuities and pensions) shall not apply.

2. The Company is a public limited company within the meaning of the Companies Act 1985.

### 3. Share Capital

3.1 The authorised share capital of the Company at the date of adoption of these Articles is £1,000,000 divided into 880,000 Ordinary Shares, 70,000 A Preference Shares and 50,000 Preference Shares.

#### 3.2 Save as provided in these Articles

3.2.1 the Ordinary Shares shall rank *pari passu* in all respects;

3.2.2 the A Preference Shares shall rank *pari passu* in all respects; and

3.2.3 the Preference Shares shall rank *pari passu* in all respects.

### 3.3 Rights of the A Preference Shares

#### 3.3.1 As to income:

3.3.1.1 Each A Preference Share shall confer on its holder the right to receive, in priority to the transfer of any sum to reserves or any rights of the holders of any other class of shares in the Company (with the exception of the Preference Shares) and payable without any resolution of the directors or of the Company, the A Preference Dividend at the rate of 5 per cent per annum on the amount of the paid up nominal capital. The Preference Dividend shall accrue from day to day and be paid on 31 March in each year and shall be calculated from the date of adoption of these Articles up to and including the payment date.

3.3.1.2 Any amount not paid shall be carried forward and, subject to the provisions of the Act, be payable in priority to the A Preference Dividend payable on any later date.



### 3.3.2 As to capital:

3.3.2.1 On a winding up or other return of capital (but not on the redemption or the purchase by the Company of its own shares) the assets of the Company available for distribution amongst its members shall be applied, in priority to any payment to the holders of any other class of shares (with the exception of the Preference Shares) of the Company, in paying to the A Preference Shareholders:

3.3.2.1(a) first, the nominal amounts paid up on the A Preference Shares;

3.3.2.1(b) secondly, a premium on each A Preference Share of £1 ("the Premium");

3.3.2.1(c) thirdly, a sum equal to any arrears of the A Preference Dividend; and

3.3.2.1(d) fourthly, a sum equal to any accrual of the A Preference Dividend from the last annual payment date to the date of return of capital irrespective of whether or not that dividend has been declared or earned.

3.3.2.2 The A Preference Shares shall not confer any further right of participation In the profits or assets of the Company.

### 3.3.3 As to redemption

3.3.3.1 The Company shall redeem the A Preference shares on 31 March 2004 (the "Redemption Date");

3.3.3.2 On the Redemption Date the paid up nominal capital on the A Preference Shares to be redeemed, together with:

3.3.3.2 (a) the Premium;

3.3.3.2(b) the amount of the A Preference Dividend accrued to the Redemption Date; and

3.3.3.2(c) any arrears of A Preference Dividend.

shall become a debt due and immediately payable by the Company to the Preference Shareholders.

3.3.3.3 The redemption monies shall be paid subject to receipt of the relevant share certificates (or an indemnity in a form reasonably satisfactory to the Company).

### 3.3.4 As to voting:

The A Preference Shareholders shall be entitled to receive notice of and to attend and speak at all general meetings of the Company but shall have no right to vote at any such meetings.

### 3.3.5 Early redemption by the A Preference Shareholders

The A Preference Shareholders shall be entitled, by notice in writing to the Company given by the holders of a majority of the A Preference Shares, to require immediate redemption of all or any of the A Preference Shares if:

3.3.5.1 any A Preference Dividend is not paid within three Business Days of its due date whether or not the dividend has been declared or earned unless, as a matter of law, the Company is not permitted to pay; or

3.3.5.2 any amount due on redemption of any A Preference Share is not paid within three Business Days of its due date whether or not declared unless, as a matter of law, the Company is not permitted to pay.

### 3.4 Rights of the Preference Shares

#### 3.4.1 As to Income

Each Preference share shall confer on its holder the right to receive in priority to any payment of dividend on any other class of shares a fixed non cumulative preferential dividend at a rate of 5% per annum on the capital for the time being paid up on those shares payable in respect of each accounting period of the Company only if and so far as the distributable profits for that period as shown by the audited accounts for that period together with any distributable profits carried forward from previous periods shall in the opinion of the directors (which shall be conclusive) justify such payment.

#### 3.4.2 As to Capital

Each Preference share shall confer on its holder on a winding up or on a reduction of capital involving a return of capital, and in priority to any return of capital on any other class of shares, the right to repayment of the capital paid up or credited as paid up thereon and the holders of the Preference Shares shall not be entitled to any further or other participation in the profits or assets of the Company.

#### 3.4.3 As to Voting

The holders of the Preference Shares shall not be entitled to receive notice of, or attend, or vote at any general meeting of the Company.

### 4. Issues of shares

4.1 The provisions of Section 89(1), Section 90(1) to (6) inclusive of the Act shall not apply to the Company.

4.2 All shares conferring a right to attend and vote at general meetings of the Company shall, before issue, be offered on identical terms to the Ordinary Shareholders in proportion, as nearly as circumstances admit (fractions being disregarded), to the numbers of the existing issued Ordinary Shares of which they are the holders.

4.3 The offer shall be made by notice specifying the number and class of shares and the price at which they are offered and limiting the time (being not less than 28 days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to have been declined.

## 5. Votes

Regulation 54 of Table A shall apply to the voting rights of the members save that if any shareholder purports to dispose of any interest in any Ordinary Shares otherwise than in accordance with the provisions of Articles 7, 8 or 9 then the shares concerned shall cease to entitle the holder to attend and vote at general meetings of the Company until the provisions of Articles 7, 8 or 9 (as the case may be) are fully complied with.

## 6. Permitted Transfers

6.1 The A Preference Shares and the Preference Shares may not be transferred but may be registered in the names of the personal representatives of the holder in the event of death and may be transferred by them provided the provisions of Article 7 are observed mutatis mutandis. The directors shall not register any transfer of Ordinary Shares in the Company save as expressly permitted by Article 7 except;

6.1.1 Subject to 6.1.2 on the death of K C Knowles, F J J M Knowles, T R Sykes or P A Sykes any Ordinary Shares held by such individuals may be vested in their personal representatives; and

6.1.2 If K C Knowles and T R Sykes die within 30 days of each other, any Ordinary Shares held by K C Knowles may vest in his personal representatives in accordance with Article 6.1.1 above but any Ordinary Shares held by T R Sykes and P A Sykes must be offered to all other Ordinary Shareholders in accordance with Article 7; and

6.1.3 K C Knowles, F J J M Knowles, T R Sykes and P A Sykes ( or the personal representatives of any of them) are free to transfer Ordinary Shares to any of K C Knowles, F J J M Knowles, T R Sykes and P A Sykes.

6.1.4 Any of K C Knowles, F J J M Knowles, T R Sykes or P A Sykes may transfer any Ordinary Share to trustees to be held upon Family Trusts in relation to such shareholder. Where any such shares have been so transferred the trustees may transfer any of the same to the trustees for the time being of any trusts being Family Trusts in relation to such shareholder (whether on a change of trustee or otherwise) and/or back to the shareholder or any Privileged Relation of such shareholder. For the purposes of this article:

(a) 'Privileged Relation' means the spouse of the relevant shareholder and all lineal descendants and ascendants in direct line and brothers and sisters of such shareholder (including where appropriate any step adopted or illegitimate child and the spouse of any of the above persons); and

(b) 'Family Trusts' means trusts the only persons being (or capable of being) beneficiaries of which are the shareholder and/or his Privileged Relations. Where shares have been transferred under this provision to trustees of a Family Trust and such shareholder ceases to hold such shares as trustee of a Family Trust he shall promptly transfer such shares to a person to whom such shares may be transferred pursuant to this provision and in default of so doing shall be bound to give a transfer notice (as defined in Article 7.1 ) in respect thereof

6.2 Any Ordinary Shareholder which is a body corporate may transfer any Ordinary Shares to any member of its Group provided that, immediately prior to its ceasing to be a member of that Group, the shares shall be transferred to another body corporate in that Group.

## 7. Transfers of Ordinary Shares

7.1 In this Article the following definitions apply:

"Ordinary Sale Shares" means any Ordinary Shares specified in a transfer notice served by a retiring Ordinary Shareholder;

"Accountants" means an independent firm of chartered accountants who (in default of agreement after 30 days among the proposing transferor and those members who have accepted the offer) shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales;

"fair price" means the fair price of any Shares as certified by the Accountants in accordance with Article 7.5;

"offer price" means the offer price (if any) at which Shares are offered in a transfer notice;

"proposing transferor" means any shareholder desiring to sell or otherwise dispose of any Shares;

"qualifying transferee" means a proposed transferee of any Ordinary Shares approved by the Company in writing;

"retiring Ordinary Shareholder" means any Ordinary Shareholder desiring to sell or otherwise dispose of any Ordinary Shares;

"Shares" means any Ordinary Shares

"transfer notice" means a notice in writing from a member specifying the Shares held by that member which he desires to sell or dispose of

7.2 Any proposing transferor shall deliver a transfer notice to the Company at its registered office specifying the number of Shares, the offer price (if any) and (if the transfer notice is given on or after the fifth anniversary of the adoption of these Articles) the third party (if any) to whom it is proposed to transfer the Shares.

7.3 The transfer notice shall constitute the directors of the Company the agents of the proposing transferor for the sale of the Shares and the directors shall, within seven days of the transfer notice being given to the Company, offer the Shares in writing pro rata (as nearly as may be) to the other holders of Shares of the same class. The offer shall state:

- (i) the number of Shares offered;
- (ii) the offer price, if any;
- (iii) the third party specified in the transfer notice (if any); and
- (iv) that, if the offer is not accepted in writing within 45 days, it will be deemed to be declined.

Any member to whom the offer is given who desires an allocation of Shares in excess of his pro rata allocation should in his reply state how many excess Shares he desires to have. If all the members do not claim their pro rata allocations the unclaimed Shares shall be applied in satisfying claims for excess Shares in the proportion that those claims are made. Shareholders may accept the offer and claim their pro rata allocations to the unclaimed shares conditional upon the total percentage of the Ordinary Shares which would be held by the Shareholder following the Offer. If any Shares are not capable, without fractions, of being offered to members in proportion to their entitlement they shall (to the extent that fractions would arise) be offered to members in the proportions determined by lots to be drawn under the direction of the directors.

7.4 Each member who accepts the offer made under Article 7.3 may state in his reply that he accepts the offer price, if any. If any member accepting the offer states in his reply that he does not accept the offer price or makes no reference to the offer price or if no offer price was stated by the proposing transferor, the directors, upon all the members to whom the offer is made under Article 7.3 replying or upon the expiry (if earlier) of the period of 45 days referred to in Article 7.3, shall instruct the Accountants to certify the fair price of the Shares. The fees and expenses of the Accountants shall be paid as to one half by the proposing transferor and as to the balance by those members who have accepted the offer but not the offer price (if any) in proportion to the numbers of the Shares in respect of which they have accepted the offer.

7.5 The fair price shall be determined by the Accountants acting as experts and not as arbitrators on the basis of the fair value of the business of the Company, as a going concern at the date on which they are instructed to determine the fair price, as between a willing vendor and a willing purchaser and without any account being taken of whether the interest being sold is a minority or majority interest in the Company.

7.6 Any intending party to a transfer of the Shares may, within fourteen days of the issue of the Accountants certificate, indicate in writing that he does not accept the fair price and that he does not wish to proceed either to dispose of the Shares or acquire the Shares (as the case may be).

7.7 The proposing transferor shall be bound to transfer to each purchaser the number of Shares being purchased upon payment by the purchaser of the offer price or the fair price (as the case may be), which payment shall be made within fourteen days of the acceptance of the offer price or determination of the fair price (as the case may be).

7.8 If in any case the proposing transferor, after having become bound to sell any Shares, fails to transfer any of them the directors may receive the purchase money which shall be paid into a separate bank account. The directors shall, within a reasonable period, nominate one of the directors to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and the directors shall cause the name of the relevant purchaser or purchasers to be entered in the register as the holder or holders of the relevant Shares and shall hold the purchase money in trust for the proposing transferor but without being liable for interest. The receipt of a director for the purchase money shall be a good discharge to the purchaser or purchasers and, after his or her names have been entered into the register, the validity of the proceedings shall not be questioned by any person.

7.9 If the directors do not find a member or members willing to purchase all the Shares the subject of a transfer notice, the proposing transferor shall:

7.9.1 if the transfer notice was given before the fifth anniversary of the date of adoption of these Articles, not be free to sell his shares to any third party or give another transfer notice for 12 months following the giving of the original transfer notice; or

7.9.2 if the transfer notice was given on or after the fifth anniversary of the date of adoption of these Articles, at any time within 6 months after the expiry of the period of 45 days referred to in Article 7.3 be at liberty to sell and transfer the Shares, or those for which the Company shall not have found a purchaser or purchasers, to the third party named in the transfer notice for a cash price payable prior to transfer and being not less than the offer price (if any) or the fair price, if no offer price is specified in the transfer notice.

7.10 If the proposing transferor is unable to achieve a sale to a third party within 6 months the directors and all shareholders in the Company shall then use their reasonable endeavours to sell the entire issued share capital of the Company within the following 18 months. If a sale of the Company is not achieved in this period all Ordinary Shareholders will exercise their votes in the Company so as to procure that a liquidator is appointed over the business and assets of the Company within 30 days with instructions to realise all assets of the Company, settle all liabilities and distribute the balance to all Ordinary Shareholders.

## 8. Transfers changing control

8.1 Save pursuant to Article 6.1 or to an existing member of the Company no transfer or allotment of any Ordinary Shares shall be made to any person if it would result in that person obtaining or increasing a controlling interest in the Company unless, before the transfer or allotment is registered, that person or his nominee has first made an offer (which must remain open for acceptance for at least twenty-eight days) to purchase all the other Ordinary Shares on the same terms as the proposed transfer or allotment to himself.

8.2 For the purpose of this Article 'a controlling interest' means shares conferring in the aggregate 50 per cent or more of the total voting rights capable of being exercised at general meetings of the Company (including shares held by all persons who in relation to each other are Connected Persons or persons acting in concert within the meaning of the City Code on Takeovers and Mergers).

8.3 In the event that any offer made pursuant to the provisions of Article 9.1 is accepted by members holding shares (including the original shares proposed to be transferred (if any) pursuant to the provisions of Article 9.1) conferring in the aggregate 70% or more of the total voting rights capable of being exercised at general meetings of the Company, all persons to whom such offer has been made shall be bound to accept such offer in respect of their entire holding of Ordinary Shares and to comply with their obligations pursuant thereto.

## 9. Early buy back by the Company

9.1 The Company shall have the right, subject to compliance with all relevant provisions of the Act, to purchase all, but not less than all, the Ordinary Shares held by Scottish & Newcastle plc on 3 months notice (the "Purchase Notice") in writing served on Scottish & Newcastle plc.

9.2 The price payable by the Company for the Ordinary Shares will be:

- (i) agreed between the Company and Scottish & Newcastle plc or in default of agreement after 30 days as determined by the Accountants in accordance with Article 7.5. (The costs and expenses of the Accountants, will, in any event be paid by the Company); or
- (ii) (where the Purchase Notice is served so that the purchase of Ordinary Shares takes place before the fifth anniversary of the adoption of these Articles) if higher, the value calculated in accordance with the provisions of article 9.3

9.3 The price payable for the Ordinary Shares, shall be calculated in accordance with the following formula:

$$(A + B) - C = D$$

where:

A means, before the first anniversary of the date of adoption of these Articles, £358,000 and thereafter as provided for in Article 9.3.2

B means a sum equal to 40% of " A "

C means a sum calculated at the rate of £ 10 for each barrel or computed barrel of beers purchased by the Company, pursuant to the provisions of a Supply Agreement of even date made between Scottish & Newcastle plc (1) and the Company (2) in the year in question and where the Company has complied with all of its obligations contained in such Supply Agreement but never exceeding "B"

D means the price payable

For the avoidance of doubt:

9.3.1 In the event of the Purchase Notice expiring before the first anniversary of the date of adoption of these Articles "B" will mean £140,000 and: "C" will be calculated by reference to the number of barrels purchased by the Company from the date of adoption of these Articles up until the date of expiry of the said Purchase Notice subject to the Company complying with its several obligations under the said Supply Agreement.

9.3.2 In the second and subsequent years from the date of this Agreement "A" shall be deemed to be a sum equal to "D" calculated as at the end of the immediately preceding year.

## 10. Adjourned meetings

If a meeting is adjourned under regulation 41 of Table A because a quorum is not present and, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum. Regulation 41 of Table A shall be modified accordingly.

## 11. Polls

A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting. Regulation 46(b) of Table A shall be modified accordingly.

## 12. Directors

12.1 At a meeting of the directors or of a committee of the directors a director shall be deemed to be present in person if and so long as he participates by means of a conference telephone or similar equipment.

12.2 A director appointed to fill a casual vacancy or as an addition to the board shall not retire from office at the annual general meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly.

12.3 The office of director shall be vacated if the director, in the reasonable opinion of all his co-directors, becomes incapable by reason of mental disorder of discharging his duties as director. Regulation 81 of Table A shall be modified accordingly.

