

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

TUESDAY



A22 10/02/2009 40 COMPANIES HOUSE

MEMORANDUM OF ASSOCIATION

of

~~BARNBRIGHT LIMITED\*~~  
*OF REALISATIONS (ALASKA) LIMITED*

1. The Company's name is "~~BARNBRIGHT LIMITED\*~~ *OF REALISATIONS (ALASKA) LIMITED*".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - (A) (i) To carry on business as manufacturers, builders and suppliers of and dealers in goods of all kinds, and as mechanical, general, electrical, marine, radio, electronic, aeronautical, chemical, petroleum, gas civil and constructional engineers, and manufacturers, importers and exporters of, dealers in machinery, plant and equipment of all descriptions and component parts thereof, forgings, castings, tools, implements, apparatus and all other articles and things.
  - (ii) To act as an investment holding company and to co-ordinate the business of any companies in which the Company is for the time being interested, and to acquire (whether by original subscription, tender, purchase exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to hold the same as investments, and to sell, exchange, carry and dispose of the same.
  - (iii) To carry on the businesses in any part of the world as importers, exporters, buyers, sellers, distributors and dealers and to win, process and work produce of all kinds.

\* The company's name was changed to Punch Taverns (Redwood Newco 1) Limited pursuant to a written resolution of the company dated 30 November 2005.

- (B) To carry on the following businesses, namely, contractors, garage proprietors, filling station proprietors, owners and charterers of road vehicles, aircraft and ships and boats of every description, lightermen and carriers of goods and passengers by road, rail, water or air, forwarding, transport and commission agents, customs agents, stevedores, wharfingers, cargo superintendents, packers, warehouse storekeepers, cold store keepers, hotel proprietors, caterers, publicans, consultants, advisers, financiers, bankers, advertising agents, insurance brokers, travel agents, ticket agents and agency business of all kinds and generally to provide entertainment for and render services of all kinds to others and to carry on any other trade or business which can in the opinion of the directors be advantageously carried on by the Company in connection with or ancillary to any of the businesses of the Company.
- (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in clause 3, or which may be required by persons having, or about to have, dealings with the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, shops, factories, offices, works, machinery and engines, and to work, manage and control these things.
- (E) To enter into contracts, agreements and arrangements with any person for the carrying out by that person on behalf of the Company of any object for which the Company is formed.
- (F) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person carrying on any business which may in the opinion of the directors be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or make profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.
- (G) To enter into any arrangement with a government or authority, whether national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to any object of the Company, and to obtain from that government or authority any right, privilege or concession which in the opinion of the directors is desirable, and to carry out, exercise and comply with that arrangement, right, privilege or concession.
- (H) To apply for, purchase and by other means acquire, protect, prolong and renew any patent, patent right, brevet d'invention, licence, secret process, invention, trade mark, service mark, copyright, registered design, protection, concession and right of the same or similar effect or nature, and to use, turn to account, manufacture under and grant licences and privileges in respect of those things, and to spend money in experimenting with, testing, researching, improving and seeking to improve any of those things.

- (I) To acquire an interest in, amalgamate with and enter into partnership or any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, or with any employees of the Company. To lend money to, guarantee the contracts of, and otherwise assist that person or those employees, and to take and otherwise acquire an interest in that person's shares or other securities and to sell, hold, re-issue, with or without guarantee, and otherwise deal with those shares or other securities.
- (J) To lend money to, subsidise and assist any person, to act as agents for the collection, receipt and payment of money and generally to act as agents and brokers for and perform services for any person, and to undertake and perform sub-contracts.
- (K) To enter into any guarantee or contract of indemnity or suretyship, and to provide security, including, without limitation, the guarantee and provision of security for the performance of the obligations of and the payment of any money (including, without limitation, capital, principal, premiums, dividends, interest, commissions, charges, discount and any related costs or expenses whether on shares or other securities) by any person including, without limitation, any body corporate which is for the time being the Company's holding company, the Company's subsidiary, a subsidiary of the Company's holding company or any person which is for the time being a member or otherwise has an interest in the Company or is associated with the Company in any business or venture, with or without the Company receiving any consideration or advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property, assets or uncalled capital (present and future) or by other means. For the purposes of paragraph (K) "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services), indemnify and keep indemnified against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person.
- (L) To promote, finance and assist any person for the purpose of acquiring all or any of the property, rights and undertaking or assuming the liabilities of the Company, and for any other purpose which may in the opinion of the directors directly or indirectly benefit the Company, and in that connection to place, guarantee the placing of, underwrite, subscribe for, and otherwise acquire all or any part of the shares or other securities of a body corporate.
- (M) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of and raising money for the Company and the issue of its shares or other securities, including, without limitation, those incurred in connection with the advertising and offering of its shares or other securities for sale or subscription, brokerage and commissions for obtaining applications for and taking, placing, underwriting or procuring the underwriting of its shares or other securities.

- (N) To remunerate any person for services rendered or to be rendered to the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.
- (O) To purchase, take on lease, exchange, hire and otherwise acquire any real or personal property and any right or privilege over or in respect of it.
- (P) To receive money on deposit on any terms the directors think fit.
- (Q) To invest and deal with the Company's money and funds in any way the directors think fit.
- (R) To lend money and give credit with or without security.
- (S) To borrow, raise and secure the payment of money in any way the directors think fit, including, without limitation, by the issue of debentures and other securities, perpetual or otherwise, charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem and pay off those securities.
- (T) To remunerate any person for services rendered or to be rendered in placing, assisting and guaranteeing the placing and procuring the underwriting of any share or other security of the Company or of any person in which the Company may be interested or proposes to be interested, or in connection with the conduct of the business of the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.
- (U) To acquire, hold, dispose of, subscribe for, issue, underwrite, place, manage assets belonging to others which include, advise on, enter into contracts or transactions in relation to or involving and in any other way deal with or arrange dealings with or perform any service or function in relation to (as applicable): shares, stocks, debentures, loans, bonds, certificates of deposit and other instruments creating or acknowledging indebtedness, government, public or other securities, warrants, certificates representing securities or other obligations, units in collective investment schemes, options, futures, spot or forward contracts, contracts for differences or other investments or obligations, currencies, interest rates, precious metals or other commodities, any index (whether related in any way to any of the foregoing or otherwise), any right to, any right conferred by or any interest or any obligation in relation to any of the foregoing and any financial instrument or product deriving from or in any other way relating to any of the foregoing or of any nature whatsoever, and any transaction which may seem to be convenient for hedging the risks associated with any of the foregoing.
- (V) To co-ordinate, finance and manage the business and operation of any person in which the Company has an interest.
- (W) 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.

- (X) To sell, lease, exchange, let on hire and dispose of any real or personal property and the whole or part of the undertaking of the Company, for such consideration as the directors think fit, including, without limitation, for shares, debentures or other securities, whether fully or partly paid up, of any person, whether or not having objects (altogether or in part) similar to those of the Company. To hold any shares, debentures and other securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over, turn to account and otherwise deal with all or any part of the property and rights of the Company.
- (Y) To adopt any means of publicising and making known the businesses, services and products of the Company as the directors think fit, including, without limitation, advertisement, publication and distribution of notices, circulars, books and periodicals, purchase and exhibition of works of art and interest and granting and making of prizes, rewards and donations.
- (Z) To support, subscribe to and contribute to any charitable or public object and any institution, society and club which may be for the benefit of the Company or persons who are or were directors, officers or employees of the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company, or which may be connected with any town or place where the Company carries on business. To subsidise and assist any association of employers or employees and any trade association. To grant pensions, gratuities, annuities and charitable aid and to provide advantages, facilities and services to any person (including any director or former director) who may have been employed by or provided services to the Company, its predecessor in business, any subsidiary of the Company or any person allied to or associated with the Company and to the spouses, children, dependants and relatives of those persons and to make advance provision for the payment of those pensions, gratuities and annuities by establishing or acceding to any trust, scheme or arrangement (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation) the directors think fit, to appoint trustees and to act as trustee of any trust, scheme or arrangement, and to make payments towards insurance for the benefit of those persons and their spouses, children, dependants and relatives.
- (AA) To establish and contribute to any scheme for the purchase or subscription by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company, any subsidiary of the Company or any person allied to or associated with the Company, to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees.
- (BB) To apply for, promote and obtain any Act of Parliament and any order or licence of any government department or authority (including, without limitation, the Department of Trade and Industry) to enable the Company to carry any of its objects into effect, to effect any modification of the Company's constitution and for any other purpose which

the directors think fit, and to oppose any proceeding or application which may in the opinion of the directors directly or indirectly prejudice the Company's interests.

- (CC) To establish, grant and take up agencies, and to do all other things the directors may deem conducive to the carrying on of the Company's business as principal or agent, and to remunerate any person in connection with the establishment or granting of an agency on the terms and conditions the directors think fit.
- (DD) To distribute among the shareholders in specie any of the Company's property and any proceeds of sale or disposal of any of the Company's property and for that purpose to distinguish and separate capital from profits, but no distribution amounting to a reduction of capital may be made without any sanction required by law.
- (EE) To the extent permitted by law, to indemnify and keep indemnified any person who is or was a director, officer or employee of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the Company or its affairs; to make arrangements to provide any such person with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application for relief from the court or to enable any such person to avoid incurring any such expenditure; and to purchase and maintain insurance for the benefit of any person who is or was a director, officer or employee of the Company, a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect) or who is or was a trustee of any retirement benefits scheme or any other trust in which any director, officer or employee or former director, officer or employee is or has been interested, indemnifying and keeping such person indemnified against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.
- (FF) To amalgamate, merge or consolidate with any other person and to procure the Company to be registered or recognised in any part of the world.
- (GG) Subject to the Act, to give (whether directly or indirectly) any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any purpose specified in Section 151(1) or Section 151(2) of the Act.
- (HH) To do all or any of the things provided in any paragraph of clause 3:
  - (i) in any part of the world;
  - (ii) as principal, agent, contractor, trustee or otherwise;
  - (iii) by or through trustees, agents, sub-contractors or otherwise; and
  - (iv) alone or with another person or persons.

- (II) To do all things that are in the opinion of the directors incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.
- (JJ) The objects specified in each paragraph of clause 3 shall, except where otherwise provided in that paragraph, be regarded as independent objects, and are not limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company. None of the paragraphs of clause 3 or the objects or powers specified or conferred in or by them is deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph. The Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.
- (KK) In clause 3, a reference to:
- (v) a "person" includes a reference to a body corporate, association or partnership whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated;
  - (vi) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 1985, as modified or re-enacted or both from time to time; and
  - (vii) a "subsidiary" or "holding company" is to be construed in accordance with Section 736 of the Act.
4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 ordinary shares of £1 each.

WE, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares in the capital of the company shown opposite our respective names.

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**NAMES AND ADDRESSES OF SUBSCRIBERS**

**Number of  
shares taken by  
each Subscriber**

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**ROBERT FORD**

**ONE**

For and on behalf of  
Clifford Chance Nominees Limited  
10 Upper Bank Street  
London E14 5JJ

**MARK IGNATIUS**

**ONE**

For and on behalf of  
Clifford Chance Secretaries Limited  
10 Upper Bank Street  
London E14 5JJ

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DATED the            day of May 2005.

WITNESS to the above Signatures:

Denise West  
10 Upper Bank Street  
London E14 5JJ

Registered number: 05554875

Private company limited by shares

Articles of association

~~Of Orchid Pubs Alaska Limited~~

*Of OP REALISATIONS (ALASKA)  
LIMITED*

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11/07/2008  
COMPANIES HOUSE

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#### Table A

- 1 The regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985, as amended prior to the date of adoption of these Articles and as amended pursuant to the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 in so far as such regulations apply to private companies limited by shares (Table A) shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) together with the following articles shall be the articles of association of the Company. References to "these Articles" shall be to the following articles as amended from time to time together with such regulations of Table A as apply to the Company.

**Charged Shares** means any shares which have been charged by way of security

**Investor Group** means all or any of GI Partners Fund II LP and GI Partners Side Fund II LP or any funds managed by GI Manager LP and in each case their affiliates, Orchid Holdings LLC and its direct and indirect subsidiaries, GI Partners UK Limited, GI Partners Europe Limited and in each case their directors, officers and employees

**Statutes** Every statute (including every statutory instrument, order, regulation or subordinate legislation made under it) for the time being enforce concerning companies and the Company

#### Share capital

- 2 The authorised share capital of the Company as at the date of the adoption of these Articles is £100 divided into 100 ordinary shares of £1 each
- 3 Subject to the provisions of the Companies Act 1985, as amended, consolidated, or re-enacted from time to time (the 1985 Act), and any provisions of the Companies Act 2006, as amended and as in force from time to time (the 2006 Act), all shares shall be under the control of the directors and the directors may allot, grant options over, or otherwise deal with or dispose of any unissued shares in the capital of the Company (whether forming part of the original or any increased share capital) to such persons and generally on such terms and conditions and in such manner as they think fit

4 The directors are generally and unconditionally authorised for the purposes of section 80 of the 1985 Act to exercise all the powers of the Company to allot relevant securities (as defined in section 80 of the 1985 Act) up to an aggregate nominal amount equal to the amount of the authorised but as yet unissued share capital of the Company as at the date of adoption of these Articles. This authority shall expire on the fifth anniversary of the date of incorporation of the Company unless varied or revoked or renewed by the Company in general meeting provided that the directors shall be entitled under the authority conferred by this article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

5 Section 89(1) and sections 90(1) to (6) of the 1985 Act and sections 561(1) and 562 of the 2006 Act as the case may be, shall not apply to any allotment of equity securities (as defined in section 94 of the 1985 Act or section 560 of the 2006 Act, as the case may be) by the Company.

#### **Share certificates**

6 A share certificate need not be sealed with the seal but may be executed as a deed in accordance with the Act and signed by any two directors or any director and the company secretary. Regulation 6 of Table A shall be modified accordingly.

#### **Lien**

7 The lien conferred by regulation 8 of Table A shall also attach to fully paid shares. The Company shall also have a first and paramount lien on all shares, whether or not fully paid, which are registered in the name of any person indebted or under any liability to the Company, whether or not he is the sole registered holder or one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.

8 Notwithstanding any other provision of these Articles, the Company shall not have any lien over Charged Shares.

#### **Transfers**

9 The instrument of transfer of any share shown in the memorandum of association of the Company to have been taken by a subscriber to it need not be executed by or on behalf of the transferee even where the share is not fully paid. Regulation 23 of Table A shall be modified accordingly.

10 The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien. Save that this Article shall not apply to the transfer of Charged Shares whether the relevant transfer is to the chargee or to its nominee or to any other person on the enforcement by the chargee of its security.

11 Notwithstanding any other provision of these Articles, the directors shall promptly register any transfer of Charged Shares whether the relevant transfer is to the

chargee or its nominee or to any other person on the enforcement by the chargee of its security

#### **General meetings**

- 12 Upon the requisition of members pursuant to the 2006 Act, the directors shall forthwith proceed to convene a general meeting for a date not later than 28 days after receipt of the requisition Regulation 37 of Table A shall be modified accordingly

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

- 13 If and for so long as the Company has only one member, then the sole member may agree that any general meeting be called by shorter notice than that provided for by these Articles Regulation 38 of Table A shall be modified accordingly

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

- 14 If and for so long as the Company has only one member, then the sole member or a proxy for that member (or if the sole member is a corporation, a duly authorised representative of that member) shall be a quorum Regulation 40 of Table A shall be modified accordingly
- 15 If, at an adjourned meeting, a quorum is not present within half an hour from the time appointed for the adjourned meeting, then the meeting shall be dissolved Notice of an adjourned meeting shall be given to all the members of the Company Regulation 41 of Table A shall be modified accordingly
- 16 A poll may be demanded by a member (present in person or by proxy) having the right to attend and vote at the meeting or by a duly authorised representative of a corporation Regulation 46 of Table A shall be modified accordingly
- 17 A demand for a poll may, before the poll is taken, be withdrawn Regulation 48 of Table A shall be modified accordingly

#### **Written resolutions**

- 18 A proposed written resolution of the members of the Company (or of a class of members) shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the 2006 Act)

#### **Votes of members**

- 19 On a vote on a resolution on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative shall have one vote only (irrespective of whether he has also been appointed as a proxy for any other member or members entitled to vote on the resolution) and every proxy or authorised representative present shall have one vote only (irrespective of whether he has been appointed as a proxy or authorised

representative by one or more members entitled to vote on the resolution or is himself a member entitled to vote) Regulation 54 of Table A shall be modified accordingly

20 Unless the directors otherwise determine, no member shall vote at any general meeting or at any separate meeting of the holders of any class of share 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 Regulation 57 of Table A shall not apply

21 The appointment of a proxy by a member shall not preclude such member from attending and voting at the meeting or at any adjournment thereof Regulation 59 of Table A shall be modified accordingly

22 The appointment of a proxy (and, where it is signed on behalf of the member by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be deposited or received at any such place as may be specified for that purpose in the notice convening the meeting (or, if no such place is specified, at the registered office of the Company) or at such other place or address, including an address for the purpose of receiving electronic communications, or delivered to such person, as may be specified or agreed by the directors at or before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used on the day and at the place of, but in any event before the time appointed for holding the meeting or adjourned meeting or poll The appointment of a proxy shall not be treated as valid until such delivery or receipt shall have been effected Unless the contrary is stated thereon, the appointment of a proxy shall be valid as well for any adjournment of the meeting as for the meeting to which it relates Regulation 62 of Table A shall not apply

#### **Number of directors**

23 Unless and until the Company in general meeting shall otherwise determine, the number of directors is not subject to any maximum and the minimum number is one

#### **Alternate directors**

24 Any director (other than an alternate director) may appoint any other director or any other person willing to act to be an alternate director and may remove from office any alternate director so appointed by him The alternate need not be approved by a resolution of the directors Regulation 65 of Table A shall not apply Every such appointment or removal shall be effected by notice in writing and signed by the relevant director Such notice may be in the form of a facsimile or other machine-made copy and shall take effect immediately (or on such later date, if any, specified in the notice) upon deposit of the notice at the registered office of the Company marked for the attention of the company secretary Regulation 68 of Table A shall be modified accordingly

25 The same person may be appointed as the alternate director of more than one director, in which event, such alternate director shall be entitled at meetings of the

directors or any committee of the directors to one vote in respect of every director whom he represents in addition to his own vote (if any) as a director, but he shall not be counted more than once for the purpose of determining whether or not a quorum is present

26 An alternate director shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate director, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct Regulation 66 of Table A shall be modified accordingly

27 An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors Regulation 66 of Table A shall be modified accordingly

28 The appointment of an alternate director shall also terminate automatically on the happening of any event which if he were a director would cause him to vacate his office as a director Regulation 67 of Table A shall be modified accordingly

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

29 Where any provision of these Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee of the directors, such provision shall be construed as permitting the exercise of such power, authority or discretion by such committee Regulation 72 of Table A shall be modified accordingly

#### **Appointment and retirement of directors**

30 Notwithstanding any other provision of these Articles, the holder or holders of a majority in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number fixed by or in accordance with these Articles as the maximum number of directors) or remove any director from office Every such appointment or removal shall be effected by notice in writing and signed by or on behalf of the relevant holder or holders Such notice may be in the form of a facsimile or other machine-made copy and shall take effect immediately (or on such later date, if any, specified in the notice) upon deposit of the notice at the registered office of the Company marked for the attention of the directors Any such notice of appointment or removal may consist of several documents in similar form, each signed by or on behalf of one or more holders

#### **Remuneration of directors**

31 Any director who serves on any committee or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the directors may determine Regulation 82 of Table A shall be modified accordingly

### **Proceedings of directors**

- 32 A director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors. A director may waive (either prospectively or retrospectively) the requirement that notice of a meeting of the directors or of a committee of the directors be given to him.
- 33 Subject to the provisions of these 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. All business arising at any meeting of the directors or any committee of the directors shall only be capable of resolution if a majority of the votes to be cast at such meeting are in favour of such resolution. Regulation 88 of Table A shall not apply.
- 34 Notwithstanding any other provision of these Articles, the holder or holders of a majority in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time appoint up to three persons to be a director or remove any director from office (each director so appointed or removed being hereinafter referred to as an "A Director"). Every such appointment or removal shall be effected by notice in writing and signed by or on behalf of the relevant holder or holders. Such notice may be in the form of a facsimile or other machine-made copy and shall take effect immediately (or on such later date, if any, specified in the notice) upon deposit of the notice at the registered office of the Company marked for the attention of the company secretary. Any such notice of appointment or removal may consist of several documents in similar form, each signed by or on behalf of one or more holders.
- 35 The quorum for the transaction of business of the directors shall be two unless there is a sole director, in which event, the sole director shall constitute a quorum. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Regulation 89 of Table A shall be modified accordingly.
- 36 A meeting of the directors or of a committee of the directors who are not all in one place may consist of a conference between directors (or their alternates) through the medium of conference telephone or any form of electronic communication or similar form of communications equipment or combination of such methods provided that each director (or his alternate) participating in the meeting is able to hear and speak to each other participating director (or his alternate) throughout the meeting. A director (or his alternate) so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of the directors shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in these Articles shall be construed accordingly.

## **Directors' Conflicts**

37 Subject to compliance with Article 38 and the provisions of the Statutes and provided that he has disclosed to the Board the nature and extent of any material interest of his, a Director, notwithstanding his office

- (i) may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise,
- (ii) may be a director, member or affiliate of any member of the Investor Group,
- (iii) may hold any other office or place of profit under the Company (except that of the Auditor or the auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article,
- (iv) may be a director or other officer, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment,
- (v) shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest or benefit
- (vi) may be entitled from time to time to share such information concerning the business and affairs of the Company with any member of the Investor Group as he shall at his discretion see fit
- (vii) and notwithstanding that he is a shareholder of the Company, a director, member or affiliate of any member of the Investor Group, or a director of any company in the same group of companies as the Company be entitled to discuss, negotiate and vote on any matters (including any contracts, transactions, arrangements or proposals) to which the Company is a party and which he has an interest
- (viii) and notwithstanding that he is a director, member or affiliate of any member of the Investor Group speak to, liaise, discuss and negotiate with any shareholder of the Company, any shareholder of any company in the same group of companies as the Company, any professional advisors or

any banks and financial institutions on matters relating to and concerning the Company

38 A Director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company or any of the actions listed in Articles 37(i) to 37(viii) above shall declare the nature and extent of his interest by notice to the Directors in accordance with the Act or at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal or any of the actions referred to in Articles 37(i) to 37(viii) above is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested

39 No declaration of an interest shall be required by a Director in relation to an interest

- (i) which cannot reasonably be regarded as likely to give rise to a conflict of interest or of which the Director is not aware,
- (ii) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware), or
- (iii) if, or to the extent that, it concerns the terms of his service contract (as defined in section 227 of the 2006 Act) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles

40 If a matter, or office, employment or position, has been authorised by Articles 37 and 38 above or otherwise by the Directors in accordance with s175 of the 2006 Act then (subject to any terms and conditions imposed on such authorisation, if any, and subject always to the right to vary or terminate such authorisation or the permissions set out below)

- (i) The Director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, including but without limitation in respect of any directorship, membership or affiliation with the Investor Group to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,
- (ii) The director may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position, and
- (iii) A director shall not, by reason of his office as a Director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position

41 For the purposes of Article 38, a Director will be treated as being aware of matters of which he ought reasonably to be aware

42 If any question arises at any meeting as to the materiality of a Director's interest (other than the interest of the chairman of the Board) or as to the entitlement of any Director (other than the chairman of the Board) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of that meeting. The chairman's ruling in relation to the Director concerned shall be final and conclusive

43 Subject to the provisions of the Act, the Company may by ordinary resolution suspend or relax the provisions of Articles 37 – 38 or ratify any transaction not duly authorised by reason of a contravention of these Articles provided always that such ordinary resolution is passed only if the necessary majority is obtained disregarding votes in favour of the resolution by the director (if a member of the company) and any member connected with him

44 No authorisation under Section 175 of the 2006 Act shall be required in respect of any interest referred to in this Article 37

#### **Capitalisation of profits**

45 The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by the member of any partly paid shares shall, so long as those shares remain partly paid, rank for dividends only to the extent that the partly paid shares rank for dividend. Regulation 110 of Table A shall be modified accordingly

#### **Company communications**

46 Anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the 2006 Act provides for documents or information which are authorised or required by any provision of the 2006 Act to be sent or supplied by or to the Company

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

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

49 Anything sent to a member under these Articles may be sent to that member's address as registered in the register of members, unless

- a the member and the Company have agreed that another means of communication is to be used, and

- b the member has supplied the Company with the information it needs in order to be able to use that other means of communication
- 50 Any notice or document sent to a director may be sent to that director's address as registered in the register of directors, unless
- a the director and the Company have agreed that another means of communication is to be used, and
  - b the director has supplied the Company with the information it needs in order to be able to use that other means of communication
- 51 Any member whose registered address is not within the United Kingdom shall be entitled to have notices or documents given to him at that address
- 52 A notice or document sent by post to an address outside the United Kingdom shall be deemed to be given at the expiration of seven days after the envelope containing it was posted
- 53 Regulations 111, 112, 115 and 116 of Table A shall not apply to the Company

#### **Indemnity**

- 54 The Company may indemnify any director, alternate director, secretary or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as an auditor) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company provided that this Article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the 2006 Act. This Article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the 2006 Act and any such indemnity is limited accordingly. This Article is also without prejudice to any indemnity to which any person may otherwise be entitled. Regulation 118 of Table A shall not apply.
- 55 To the extent permitted by, and subject to the restrictions in, the 2006 Act and without prejudice to any indemnity to which he may otherwise be entitled, the board shall have the power to provide funds to meet any expenditure incurred or to be incurred by any director, alternate director, secretary or other officer of the Company (other than any person (whether an officer or not) engaged by the company as an auditor) in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the 2006 Act, or to enable him to avoid incurring such expenditure.
- 56 Without prejudice to the provisions of regulation 87 of Table A or the provisions of these Articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary undertaking of the Company or in which the Company has an interest (whether direct or indirect), or who is or was a trustee of a retirement benefits scheme or another trust in which an officer or employee or former officer or employee is or has been

interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or another liability which may lawfully be insured against by the Company

**Name and addresses of subscribers**

**T&H Secretarial Services Limited  
Sceptre Court  
40 Tower Hill  
London EC3N 4DX**

**for and on behalf of T&H Secretarial Services Limited**

**dated 2006**

**witness signature**

**name**

**address**

**occupation**

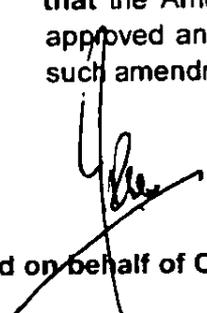
Company Number: 05554875

**Written resolution of Orchid Pubs Alaska Limited (the Company) pursuant to sections 288-300 of the Companies Act 2006 (the Act)**

We, the undersigned, being the sole eligible member of the Company in accordance with section 289 of the Act agree to pass the following resolutions

**Special resolutions**

- 1 **that it is in the best interests of the Company's business and to the commercial benefit and advantage of the Company to enter into the transactions and grant any guarantees and/or security contemplated by the documents listed below (the Documents) and that the Company should approve and enter into the Documents being**
- 1 1 **an amendment deed to be entered into between (1) Orchid Pubs Limited (OPL), (2) the companies listed in part 1 of schedule 1 thereto as Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as Guarantors, and (4) the Bank of Scotland plc (the Bank) as Lender, pursuant to which certain terms of the senior facilities agreement dated 27 January 2007 as amended or restated from time to time between, amongst others, OPL, the Company and the Bank (the Senior Facilities Agreement) are amended (the Amendment Deed),**
- 1 2 **a certificate signed by a director of the Company containing various certifications required pursuant to the Amendment Deed including a list of the authorised signatories of the Company together with a specimen of each authorised signature (the Formalities Certificate), and**
- 1 3 **all and any documents ancillary to the Amendment Deed and the Formalities Certificate listed above or the transactions thereby contemplated (the Ancillary Documents)**
- 2 **that the Amendment Deed, the Formalities Certificate and all Ancillary Documents are approved and that approval for the Company to enter into the Documents be given with such amendments as any director shall approve**



For and on behalf of Orchid Pubs Operations Limited

Date *24 September* 2008

TUESDAY



A14 "A4EM13R9" 07/10/2008 341  
COMPANIES HOUSE

**Important notes:**

1 If you agree with the resolutions, please indicate your agreement by signing and dating where indicated above and returning this document to the Company using one of the following methods

- **By hand** delivering the signed copy to Sceptre Court, 40 Tower Hill, London, EC3N 4DX
- **Post** returning the signed copy by post to Sceptre Court, 40 Tower Hill, London, EC3N 4DX

By signing above, you indicate your agreement to all of the resolutions. You cannot agree to some only of the resolutions. An ordinary resolution must be passed by members representing a simple majority (ie more than 50%) of the voting rights of eligible members. A special resolution must be passed by members representing not less than 75% of the voting rights of eligible members.

Please note that once you have indicated your agreement to the resolution(s), you may not revoke your agreement.

If you do not agree with the resolutions, you do not need to do anything. If you do not reply, you will be deemed to have rejected the resolutions.

2 The circulation date of these resolutions is *24 September 2008* if they are not passed by the end of *28 days* they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us by the end of