

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TULCHAN SPORTING ESTATES LIMITED

(as adopted by Special Resolution dated 12 November 2014)

TUESDAY



SCT *S3LDLZG9* #536
25/11/2014
COMPANIES HOUSE

PRELIMINARY

- 1 (A) The Regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as that Schedule was in force on the date of adoption of these Articles (hereinafter called "Table A") shall apply to the Company save to the extent that they are excluded by or are inconsistent with any of these Articles.
- (B) Regulations 5, 8, 46, 54, 64, 66 to 69 inclusive, 73 to 80 inclusive, 81, 82, 83, 87, 94 to 98 inclusive and 118 of Table A shall not apply to the Company.

INTERPRETATION

- 2 Regulation 1 of Table A shall apply to these Articles as it applies to the Regulations in Table A.

SHARE CAPITAL

- 3 (a) The authorised share capital of the Company as at the date of adoption of these Articles of Association is £20,000,000 divided into 500,000 Ordinary Shares of £1 each (the "Ordinary Shares"), and 19,500,000 Participating and Voting Preference Shares of £1 each (the "Preference Shares").
- (b) The rights attached to the Ordinary Shares and the Preference Shares are as follows:-
 - (i) **As regards Income**

The profits of the Company available for distribution (hereinafter called "the available profits") in respect of any financial year or other financial period (hereinafter in this paragraph referred to as "the relevant period"), shall be applied:-

- (a) first, to the extent of the first £1m of dividends (the "Participating Dividend Threshold") and subject to such dividends being recommended or declared by the Directors and, where necessary, approved by the members of the Company, in paying dividends to the holders of the Ordinary Shares;
- (b) second, and subject thereto, and subject to the Directors recommending and declaring the payment of the same and, where necessary, the members approving the same, the balance of the available profits shall be distributed amongst the holders of the Ordinary Shares and the Preference Shares (*pari passu* as if the same constituted one class of shares) rateably according to the amounts paid up or credited as paid up on the Ordinary Shares and the Preference Shares held by them respectively.

Provided that in the event that the accounting reference period in respect of which any dividend is declared is not a period of twelve calendar months then the level of the Participating Dividend Threshold for that accounting reference period will be increased or reduced on a pro rata daily basis in respect of any such longer or shorter period.

(ii) **As regards Capital**

On a return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied:-

- (a) first, in paying to the holders of the Preference Shares the nominal value thereof together with all dividends in respect thereof declared but not paid
- (b) second, the balance of such assets, subject to any special rights which may be attached to any class of Shares hereafter issued, shall belong to and be distributed amongst the holders of the Ordinary Shares.

(iii) **As regards redemption**

Neither the Ordinary Shares nor the Preference Shares shall confer on the holders thereof or the Company any power to redeem any such shares.

(iv) **As regards Voting**

There shall be no distinction between Ordinary Shares and Preference Shares as to the voting rights conferred on holders thereof and for the purposes of voting the Ordinary Shares and the Preference Shares shall be treated as one class. Accordingly subject to any rights or restrictions for the time being attached to any class or classes of shares, at General Meetings on a show of hands every member holding Ordinary Shares or Preference Shares who is present in person or by proxy (or in the case of a corporation by a duly appointed representative) shall have one vote and on a poll every member shall have one vote for each Ordinary Share and/or Preference Shares of which he is the holder.

(v) **As Regards Transfer(s) of Preference Shares**

- (a) Before requiring the Company to register a transfer of any Preference Shares the person, whether a member of the Company or not, proposing to transfer them (the "Proposing Transferor") shall give a notice in writing (a "Transfer Notice") to the Company that he desires to transfer such Preference Shares, and the Transfer Notice shall constitute the Company his agent for the sale of all (but not a part only) of the Preference Shares specified in the notice to any person or persons selected by the directors (including themselves) at the nominal value thereof. A Transfer Notice once received by the Company shall not be revocable without the prior consent of the directors.
- (b) If within a period of 2 months after receiving a transfer notice the Company finds persons ("the Purchasers") willing to purchase all the Preference Shares specified in the Transfer Notice, and gives written notice of the fact to the Proposing Transferor he shall be bound upon payment of the nominal value thereof to transfer those shares to the Purchasers.
- (c) Every notice given by the Company under the preceding paragraph stating that it has found a purchaser for any Preference Shares shall state the name and address of the Purchaser and the number of Shares which he has agreed to purchase, and shall be accompanied by appropriate instruments of transfer for execution by the Proposing Transferor, and the purchase shall be completed at a place and time to be appointed by the Company, not being more than 28 days after the date on which such notice was given by the Company. For the purpose of determining the right to any distribution by the Company, the

Proposing Transferor shall be deemed to have sold such Preference Shares on the date of the notice so given by the Company;

- (d) If the Proposing Transferor, after having become bound to transfer any Preference Shares to a purchaser, fails to do so, the directors may authorise some person to sign an instrument of transfer on behalf of the Proposing Transferor in favour of the Purchaser, and the Company may receive the purchase money, and shall at that time cause the name of the Purchaser to be entered in the register as the holder of the shares and shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, who shall not be bound to see to its application; and after his name has been entered in the register the validity of the proceedings shall not be questioned by any person;
- (e) If within a period of 2 months after receiving a Transfer Notice ("the Prescribed Period") the Company shall not find purchasers for all the shares specified in the transfer notice, and gives notice in writing to that effect to the Proposing Transferor, or if the Company within the Prescribed Period gives to the Proposing Transferor notice in writing that it has no prospect of finding such purchasers, the Proposing Transferor shall be at liberty, until the expiration of four months after the end of the Prescribed Period, to transfer all or any of the shares specified in the Transfer Notice to any person at a price not less than the nominal value thereof; and
- (f) For the avoidance of doubt Preference Shares may only be transferred in accordance with the provisions of this Article.

4 For the period of two years from the date of adoption of these Articles, all shares at the beginning of the said period created and unissued (of whatever class) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Director) on such terms and conditions and at such time or times as the Directors may think fit, and in particular without the necessity of first offering such shares or any of them to the holders of shares in the Company or of any class thereof, and the Directors may grant to any person or persons (including any Director) the right to subscribe for, or to convert any security into, shares in the Company either at par or at a premium, and for such time and for such consideration as the Directors may think fit.

5 The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such

record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as hereinafter mentioned.

LIEN

- 6 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and, in the case of a share standing registered in the name of a single person, for all moneys presently payable by that person or his estate to the Company. The Directors may at any time declare any share to be wholly or partially exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of that share, whether by way of dividend or otherwise.

PROCEEDINGS AT GENERAL MEETINGS

- 7 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 demanded. Subject to the provisions of the Act, a poll may be demanded by any member present in person or by proxy.

NUMBER OF DIRECTORS

- 8 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution of the Company. Subject to and in default of such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally, and Regulations 89 and 90 in Table A shall be modified accordingly.

ALTERNATE DIRECTORS

- 9 An Alternate Director shall be entitled to receive notice of all meetings of Directors and 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.

- 10 Any appointment or removal of an Alternate Director may be made by letter, cable, telex, telegram or facsimile message or in any other manner approved by the Directors. Any cable, telex, telegram or facsimile message shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.
- 11 The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and his appointor.
- 12 An Alternate Director shall cease to be an Alternate Director if his appointor ceases for any reason to be a Director; but if a Director, having retired or vacated office at a meeting of the Company, is re-appointed or deemed to have been re-appointed at that meeting, any appointment of an Alternate Director made by him which was in force immediately prior to his retirement or vacation of office shall continue after his re- appointment.
- 13 Every person acting as an Alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.
- 14 An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 15 The Directors shall not be required to retire from office at the first or at any subsequent Annual General Meeting.
- 16 No person shall be appointed a Director at any general meeting unless:-
- (A) he is recommended by the Directors; or
 - (B) not less than three nor more than twenty-one clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.

- 17 At any time and from time to time the Company may (without prejudice to the powers of the Directors under Article 18) by ordinary resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded).
- 18 The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 19 The office of a Director shall be vacated if:-
- (A) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (B) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (C) he is, or may be, suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (D) he resigns his office by notice to the Company; or
 - (E) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

REMUNERATION OF DIRECTORS

- 20 The remuneration of the Directors shall be determined by the Company in general meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the

determination of the Company in general meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors.

DIRECTORS' EXPENSES

- 21 The Directors (including Alternate Directors) may be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company
- 22 Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who, for the purpose of discharging his duties, travels to or resides in any place other than that in which he usually resides may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

DIRECTORS' GRATUITIES AND PENSIONS

- 23 The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

PROCEEDINGS OF DIRECTORS

- 24 A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.
- 25 A resolution of which any Director has signified his approval by letter, cable, telex, telegram or facsimile message shall be as valid and effectual as a resolution in writing signed by that Director.

WINDING-UP

- 26 If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be distributed to the members pursuant to Article 3(b)(ii); Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

INDEMNITY

- 27 Subject to the provisions of the Act but without prejudice to any indemnity which may otherwise be available, every Director, Managing Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by and out of the assets of the Company against:
- (A) all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties in relation thereto: and
 - (B) any liability incurred by him in:-
 - (i) defending any proceedings, whether civil or criminal, in which judgement is not given against him; or
 - (ii) in connection with any application in which relief is granted to him by the Court from liability for negligence, breach of duty or breach of trust in relation to the affairs of the Company.

TRANSFERS IN SECURITY

- 28 Notwithstanding anything contained in these articles or anything to the contrary contained in the Companies Acts (as amended from time to time):
- (1) Any pre-emption rights conferred on existing members or any other person by these articles or otherwise and any other restrictions on transfer of shares contained in these articles or otherwise shall not apply to; and
 - (2) the directors shall not for any reason decline to register, nor suspend the registration of, any transfer of shares where such transfer is:
 - (a) in favour of any person, any bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of security, or

- (b) duly executed by a receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such shares, or
- (c) duly executed by any person, bank or institution (or by agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have been transferred by way of security pursuant to any security document which creates any security interest over such shares, and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this article.