

ARTICLES OF ASSOCIATION

of

BALMORE GOLF CLUB LIMITED

Last Updated 17th October 2018

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Company No. 101180

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

BALMORE GOLF CLUB LIMITED
(as adopted at)

PRELIMINARY

1. Neither the Regulations contained in Table C in the Schedule to the Companies Act (Tables A to F) Regulations 1985 (as amended) nor the Model Rules set out in The Companies (Model Articles) Regulations 2008 made under the Act shall apply to the Club.

INTERPRETATION

2. DEFINITIONS

2. (a) In these Articles and in any Bye-Laws of the Club the following words and expressions shall have the meanings assigned to them unless inconsistent with the subject or context: -

"Act" means the Companies Act 2006 including any statutory modification or re-enactments thereof for the time being in force;

"Articles" means these Articles of Association and "Article" shall be construed accordingly;

"Baltimore Golf Club" means the unincorporated Club referred to in paragraph 3(1) of the Memorandum of Association;

"Club" means Baltimore Golf Club Limited;

"Clubhouse" means the clubhouse of the Club from time to time and, at the date of adoption of these Articles, means the clubhouse at Golf Course Road, Baltimore, G64 4AW;

"Council" means the members of the council of the Club for the time being, the same are appointed from time to time in accordance with these Articles;

"Directors" means the directors of the Club who shall be the members of the Council from time to time and "Director" shall be construed accordingly;

"electronic form" has the meaning given in section 1168 of the Act;

“full member” means a member of the Club who in accordance with and pursuant to Clause 5 of the Memorandum of Association, has undertaken to contribute such amount as may be required (not exceeding £1) to the Club's assets if it should be wound up while he is a member or within one year after he shall have ceased to be a member;

“Glasgow area” means the area comprised within a 25-mile radius of the clubhouse of Balmore Golf Club;

"Investment Unit" means an interest free loan of £250 to the Club repayable on
 (i) the date on which a member shall cease to be a member of the Club for whatsoever reason (including death), or
 (ii) a liquidator or receiver being appointed to the Club (other than in connection with a bona fide reconstruction or amalgamation);

"Licensing Act" means the Licensing (Scotland) Act [2005] including any statutory modification, amendment or re-enactment thereof for the time being in force;

"member" means and includes for the purpose of these Articles only, full member, life member, honorary member, senior member, temporary associate member, non-playing associate member, five day mid-week member, junior associate member, intermediate associate member of the Club and all references to "members" and to "membership" shall be construed accordingly;

“Memorandum of Association” means the Memorandum of Association of the Club approved by special resolution at an extraordinary general meeting of the members of the Club on 20th October 1986;

“Ordinary Resolution” has the meaning given in section 282 of the Act;

“Register of Members” means the register of members of the Club required to be kept pursuant to section 113 of the Act;

“relative” means the son, daughter, grandson, grand-daughter, great grandson, great grand-daughter, mother, father, grandfather, grandmother, great grandfather, great grandmother, nephew, niece, uncle, aunt, great nephew, great niece, great uncle, great aunt of the member concerned (as the case may be);

"Secretary" means that person from time to time appointed or elected to perform the duties of the secretary of the Club;

“Special Resolution” has the meaning given in Section 283 of the Act;

"subscription year “ and the “financial year" each means the period beginning on the first day of November in each calendar year and ending on the thirty first day of October in the calendar year following or such other period as the Council may from time to time determine;

“Treasurer" means that person from time to time appointed or elected to perform the duties of the treasurer of the Club;

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

(b) words importing the singular number only shall include the plural number and vice versa and words importing masculine gender include the feminine; words importing persons shall include corporations and companies.

(c) Save as aforesaid, any words or expressions defined in the Act, if not inconsistent with the subject or context, bear the same meaning in these Articles.

(d) The headings contained in these Articles and its Index are inserted for convenience only and shall be ignored in construing these Articles.

OBJECTS

3. The Club is established for the purposes expressed in the Memorandum of Association which, so far as necessary or appropriate in terms of the Act, are deemed to be repeated in these Articles brevittatis causa-

FULL MEMBERSHIP

4. (A) The number of full members of the Club shall not exceed at any time and from time to time 600 but the full members of the Club in General meeting may authorise the Council to increase or reduce such maximum numbers of full members.

4. (B) Subject as herein otherwise provided, every amateur golfer shall be qualified to be proposed for admission as a member of the Club.

4. (C) Full, Five Day Midweek and Intermediate members shall be entitled to receive notice and to attend in person and to speak and vote at all General Meetings of The Club.

4. (D) Membership shall not be transferable and shall cease on death.

5. (A) A candidate for full membership of the Club shall be nominated in writing by two full members to whom the candidate must be personally known. The nomination shall be sent to the Secretary on the form from time to time prescribed by the Council. The name of each candidate together with the name of the proposer and seconder shall be exhibited for one month on the Notice Board in the Clubhouse before the nomination is considered by the Council. Any member wishing to make representations concerning a candidate may do so only in writing to be received by the Secretary not later than twenty one days after the date on which the candidate's name was first exhibited on the said Notice Board.

5. (B) The decision to admit or refuse the candidate to full membership shall rest with the Council whose decision shall be final.

5. (C) On admission the candidate shall receive notice thereof in writing by the Secretary who shall on notifying the candidate request him to sign and deliver an

application for full membership in such form as the Council require. on receipt of such application, duly signed, the Secretary will make available to him for examination a copy of the Memorandum and Articles of Association of the Club but such candidate shall not be entitled to the privileges of membership unless and until the subscription and any other monies due and payable to the Club on admission to full membership (whether by way of levy, entrance fee or otherwise shall have been paid). The names and registered addresses of full members shall be entered and maintained in the Register of Members which Register will be kept at the registered office of the Club.

LIFE MEMBERSHIP

6. (A) Every member who was admitted to membership prior to 9th February, 1995 and who has paid not less than thirty five annual subscriptions (excluding any such subscriptions paid in respect of Junior Associate, Youth/Intermediate Associate or Senior Membership but which for the avoidance of doubt shall include annual subscriptions (other than paid in respect of Junior, Youth/Intermediate or Senior Membership) paid to Balmore Golf Club) shall be entitled to become a Life Member of the Club on making written Application to the Secretary. Every member admitted to membership after 9th February, 1995 who has attained the age of not less than 65 years and has paid not less than thirty five annual subscriptions (excluding any such subscriptions paid in respect of Junior Associate, Youth/Intermediate Associate or Senior Membership) shall be entitled to become a Life Member of the Club on making written Application to the Secretary.

6. (B) On the recommendation of the Council any person being a member of the Club may by a majority of those present and voting at any General Meeting of the Club, be elected a Life member without payment of any further annual subscription.

6. (C) Every Life Member who was a full member immediately prior to becoming a Life Member shall (subject to the provisions of Article 23 hereof) be entitled to all the privileges and be subject to all the duties of a full member of the Club during his life, without payment of any further annual subscription.

6. (D) The Council shall have power at any time to admit, on terms fixed by them, full members of the Club to life membership of the Club.

6 (E) Life members shall abstain from any vote on the level of annual subscription as proposed by Council, from time to time.

6.(F) Notwithstanding the terms of Articles 6(A). (B), and (C) of these Articles no person who is admitted to any category of membership of the Club after the Tenth day of February Two thousand and Five (firstly) shall be entitled to become a Life member of the Club in terms of Article 6(A), (secondly) may be recommended by the Council and may be elected a Life Member in terms of Article 6(B) and (thirdly) may be admitted by the Council to Life membership in terms of Article 6(C).

HONORARY MEMBERSHIP

7. (A) The Council shall have power at any time and from time to time to confer upon any person or persons the distinction of Honorary Membership of the Club, in recognition of that person's services to the Club or to Balmore Golf Club, or in the promotion of the game of Golf or of his or her renown as a Golfer.

7. (B) The rights and privileges of Honorary Members shall be as the Council from time to time determine.

7. (C) Honorary Members shall not have any voice in the management of the Club nor any interest in its funds or liabilities, shall not be entitled to receive notice of, or to attend and vote at, any General Meeting of the Club, and shall not be liable to pay any entrance fee, annual subscription or levy, or any part of the guarantee undertaken by each full member of the Club.

7. (D) Honorary Members shall not be deemed to have agreed to become full members of the Club and their names and addresses shall be entered in a separate Register kept for the purpose.

SENIOR MEMBERSHIP

8. (A) The Council shall have power at any time and from time to time to confer upon any person, being a Full member who has attained the age of not less than 65 years and has paid not less than twenty annual subscriptions, the status of Senior Member. Any member however who joined prior to 12 February 1999, who has attained the age of not less than 65 years and has paid not less than ten annual subscriptions will be entitled to senior membership.

8 (B) Notwithstanding the terms of Article 8 (A) of these Articles no person who is admitted to any category of membership of the Club after the Tenth day of February Two Thousand and Eleven (10th February 2011) shall be entitled to become a senior member of the Club in terms of Article 8 (A)

8. (C) Senior members shall have the full rights and privileges of full members, but shall be liable for a proportion of the annual subscription which would otherwise have been payable, that proportion to be fixed by Council.

TEMPORARY ASSOCIATE MEMBERSHIP

9. (A) The Council shall have the power at any time and from time to time to admit as a Temporary Associate Member any person residing outwith the Glasgow area or any person wherever resident who has rendered special services to the Club, for such period and on such terms with respect to entrance fees, subscriptions and other charges as the Council may determine.

9. (B) Temporary Associate members shall have such rights and privileges as the Council may from time to time determine, but shall not be entitled to receive notice of or to attend or vote at any General Meeting of the Club, or to any rights or interest in the funds or liabilities of the Club.

9. (C) Temporary Associate members shall not be deemed to have agreed to become full members of the Club but shall be subject to the authority of the Council.

9. (D) The Council shall have the power at any time and from time to time to admit as temporary associate members any four persons nominated in writing in advance of arrival from time to time by any company, corporation, firm, partnership, business entity, concern, organisation, body corporate or individual with whom the Council have contracted to grant such temporary associate membership for such period and on such terms with respect to payment, playing times (which are not to interfere with competitions and visiting parties) and privileges as the Council may determine in writing.

NON-PLAYING ASSOCIATE MEMBERSHIP

10. (A) The Council shall have power at any time and from time to time at its sole discretion to admit as a Non-Playing Associate member any member of the Club on receipt of a written application by such member.

10 (B) The Council shall have power at any time and from time to time at its sole discretion to admit as a Non-Playing Associate member, any spouse/partner of an existing member of the Club, on receipt of a written application by such member and his spouse/partner, and on such terms as may be determined by Council from time to time.

10. (C) Non-Playing Associate members shall have such rights and privileges as may be granted by the Council from time to time, but shall not be entitled to receive notice of or to attend or vote at any General Meeting of the Club, or to any interest in the funds and liabilities of the Club (other than for the period of one year in respect of his guarantee (if any) contained in Clause 5 of the Memorandum of Association or to play on the course or use the practice ground or putting green.

10. (D) The Council may at its sole discretion and on such terms as it may determine, reinstate a Non-Playing Associate Member to full membership or, as the case may be, to such other category of membership as was held by the member immediately prior to his being admitted as a Non-Playing Associate Member.

FIVE DAY MIDWEEK MEMBERSHIP

11. (A) The Council shall have power at any time and from time to time on such terms and conditions as the Council shall determine to admit as five day members, gentlemen or ladies in respect of whom nominations in the prescribed form shall have been received by the Secretary.

11. (B) So far as not conflicting with this article, the whole provisions of Article 5 shall apply to applications for Five Day Midweek Membership *mutatis mutandis*.

11. (C) Five Day Midweek members shall have such rights and privileges as the Council may from time to time determine but shall not have any interest in its funds and liabilities.

11. (D)) Five Day Midweek Members shall not be deemed to have agreed to become full members of the Club, but shall be subject to the authority of the Council. Their names and addresses shall be entered in a separate Register kept for that purpose.

JUNIOR ASSOCIATE MEMBERSHIP

12. (A) The Council shall have power at any time and from time to time to admit as Junior Associate members, any person under the age of 18 years, on receipt of a duly completed application form in the form from time to time prescribed by the Council.

12. (B) On admission the candidate shall be given notice thereof in writing by the Secretary who will make available to him for examination a copy of the Memorandum and Articles of Association of the Club, but such candidate shall not be entitled to the privileges of Junior Associate Membership until the entrance fee (if any), subscription and any other monies due and payable to the Club on admission shall have been paid in full, within the time prescribed from time to time by Council.

12. (C) Junior Associate members shall have such rights and privileges as the Council may from time to time determine, but shall not be entitled to receive notice of, or to attend or vote at any General Meeting of the Club, or have any interest in its funds or liabilities.

12. (D) Every Junior Associate member shall be entitled on making written application to the Secretary prior to commencement of the subscription year hereinafter mentioned to be admitted as a full member of the Club and as an Associate Member with effect from the commencement of the subscription year immediately following the subscription year during which such Junior Associate Member shall attain the age of 18 years. Notwithstanding the foregoing provisions no Junior Associate Member shall be entitled to the privileges of membership unless and until any monies due and payable to the Club on admission to full or, as the case may be, Associate membership, (whether by way of entrance fee subscription, levy, or otherwise) shall have been paid in full within the time prescribed from time to time by the Council. In the event of no such application being received by the Secretary, the Junior Associate Member shall be deemed to have resigned from the Club with effect from the end of the said subscription year during which he or she shall have attained the age of eighteen years.

12. (E) Junior Associate Members who shall have been such members for not less than four complete subscription years prior to the commencement of the subscription year in which they are admitted as Full Members, shall not be required to pay an entrance fee.

12. (F) Junior Associate members shall not be deemed to have agreed to become full members of the Club, but shall be subject to the authority of the Council.

INTERMEDIATE ASSOCIATE MEMBERSHIP

13. (A) The Council shall have power at any time and from time to time to admit as Intermediate Associate Members, any person between the ages of 18 years and 26 years who shall have been a Junior Associate Member for not less than four complete

subscription years prior to the commencement of the subscription year during which such Junior Associate Member shall attain the age of 18 years, on receipt of a written Application by such member.

Notwithstanding the foregoing, the Council shall have the power at any time to admit to Intermediate Associate Membership, on terms fixed by the council, any person between the ages of 18 years and 26 years whom the Council considers has demonstrated golfing ability at a level which would be of benefit to the Club.

13. (B) On admission the candidate shall be given notice thereof in writing by the Secretary who will make available to him for examination a copy of the Memorandum and Articles of Association of the Club, but such candidate shall not be entitled to the privileges of Intermediate Associate Membership until the subscription and any other monies due and payable to the Club on admission shall have been paid in full, within the time prescribed from time to time by the Council.

13. (C) Intermediate members shall have such rights and privileges as the Council may from time to time determine but shall not to have any interest in its funds and liabilities.

13. (D) Every Intermediate Associate Member shall be entitled on making written Application to the Secretary prior to commencement of the subscription year hereinafter mentioned to be admitted as a Full Member with the effect from the commencement of the subscription year immediately following the subscription year during which such Intermediate Associate Member shall attain the age of 26 years. Notwithstanding the foregoing provisions, no Intermediate Associate Member shall be entitled to the privileges of Membership unless and until any monies due and payable to the Club on admission to Full Membership, (whether by way of entrance fee, subscription, levy, or otherwise) shall have been paid in full within the time prescribed from time to time by the Council. In the event of no such application being received by the Secretary, the Intermediate Associate Member shall be deemed to have resigned from the Club with effect from the end of the said subscription year during which he or she shall have attained the age of 26 years

13. (E) Intermediate Associate Members who are admitted as full members or Associate Members shall not be required to pay an entrance fee.

13. (F) Intermediate Associate Members shall not be deemed to have agreed to become full members of the Club but shall be subject to the authority of Council.

13. (G) The Council shall have the power at any time and from time to time upon written application to the Secretary by a Junior Associate Member or Intermediate Associate Member, who shall have been a Junior Associate Member or Intermediate Associate Member for not less than four complete subscription years and who can provide evidence that they are in full time further education and are resident more than 50 miles from the club solely for the purpose of such education, to designate such Junior Associate Member or Intermediate Associate Member as a Junior Associate Student Member or Intermediate Associate Student Member and on such terms with respect to playing rights, subscriptions and other charges as the Council may determine.

ENTRANCE FEES, ANNUAL SUBSCRIPTIONS AND LEVIES

14. The entrance fees (if any) and Annual Subscriptions (if any) for the various categories of membership shall (unless otherwise determined by the Council) be payable in advance on admission or election and shall be of such amounts as may from time to time be fixed by the Council.

15. Any person admitted as a member after 1st September in any year shall not be liable for the Annual Subscription for that year.

16. With respect to existing members Annual Subscriptions shall be due and payable on 1st November in each such year. In the event of any member failing to pay the relevant Annual Subscription prior to 1st December in the relevant year, the Secretary shall send to such member, written notice and if his Annual Subscription is still unpaid fourteen days after such notification, his name shall be posted on the Notice Board in the Club House and if such subscription remains unpaid on 31st December of that year, he shall (unless the Council otherwise determine) cease to be a member, but he shall remain liable for the unpaid subscription. Members alternatively can pay their Annual Subscription by Direct Debit over a ten month period, November to August.

17. (A) In addition to the entrance fee (if any) and Annual Subscription payable from time to time, a majority of the full members present and voting at any General Meeting of the Club, of which due notice shall have been given, shall have power to assess or levy or require loans from the whole of the members (including life members, but excluding honorary members), for payment of such sum or sums, (whether comprising one single payment or a number of periodic payments) as may be considered necessary or desirable for furthering the interests and affairs of the Club, acquiring heritable property or other assets for the purposes of the Club, or for liquidating the obligations of the Club.

17. (B) Any additional levy or assessment or compulsory loan proposed to be made or required pursuant to sub-paragraph (A) above, may be raised equally amongst all the members (other than honorary members) regardless of class of membership, or in different amounts depending upon class of membership, or from one or more only of the classes of membership all as shall be determined by a majority of the full members present and voting at the relevant General Meeting.

17. (C) Any additional levy assessment or compulsory loan determined to be made or required pursuant to sub-paragraph (B) hereof may at the sole discretion of the Council be varied as to amount or terms in respect of any member where the Council is satisfied that to do otherwise would result in financial hardship.

17. (D) In the event of any member failing to make payment of any such levy, assessment or compulsory loan within one month after the date of the notice demanding payment of same the Secretary shall send to such member, written notice and if such levy, assessment or compulsory loan is still unpaid twenty one days after such notification he shall cease to be a member of the Club, and his name shall be

removed from the list of members, but he shall remain liable for his share of said additional levy or assessment.

17 (E) Notwithstanding the aforementioned Article 17 (D) members paying their subscriptions by Direct Debit in accordance with Article 16, may, at the option of Council, pay any Levy due by the same method.

17 (F) Each member, other than junior, temporary associate, intermediate associate and non-playing members, shall be obliged to pay along with the annual subscription when due the sum of Fifty Pounds (£50) Sterling or other such annual sum as may from time to time be fixed by Council into a Club Loyalty Scheme; and prior to implementation such annual sum shall require to be approved by a majority of the members present at a General Meeting (Annual or Extraordinary) of the Club, junior, intermediate associate, country and non-playing shall not be obliged to make such payments but may do voluntarily.

RIGHTS OF MEMBERS

18. Subject to the provisions of these Articles and to the Memorandum of Association, and to any bye-laws, rules and regulations for the time being in force made by the Council as hereinafter provided, all members of the Club shall be entitled at all times to use in common all the premises and property of the Club and to be supplied, at such charges as the Council shall from time to time determine, with such meals, refreshments, commodities, services and facilities as are provided by the Club for the use of its members.

19. Subject to the provisions of these Articles every member shall be entitled to all the rights and be subject to all the duties of a member of the Club, provided that only full members shall have the right to nominate, or to be elected as, members of the Council.

SUSPENSION OF ANNUAL SUBSCRIPTION

20. Any member wishing to apply for a suspension of his annual subscription shall submit a written application to the Secretary, stating the grounds on which his application is based. Any suspension of annual subscription will be at the discretion of Council and will be for one subscription year and any extension shall be for no more than a second successive year.

21. Any member whose annual subscription is in suspension shall be entitled to play the Course on no more than six occasions in the year of the subscription suspension, provided that on each occasion the full visitor green fee is paid.

RESIGNATION OF MEMBERSHIP

22. Subject to the provisions of Article 23 hereof any member wishing to resign his membership of the Club shall give notice in writing of his intention to do so addressed to the Secretary and deposited at the registered office of the Club before the 31st October (end of financial year) in any year, failing which such member shall be liable to pay the subscription and levy, if any, for the ensuing year. Notwithstanding the

foregoing, the Council shall have the power on being satisfied in its sole discretion that it is equitable so to do, to accept a resignation at any time without any liability for subscription or other payment.

23. Any member ceasing to be a member of the Club for whatever reason shall forfeit all right in and claim upon the Club and its property, other than (where applicable) with respect to repayment of an Investment Unit or other loan made to the Club by such member.

SUSPENSION

24. The Council shall have power by resolution on a vote by ballot, by a majority of not less than two thirds of their entire number, to suspend for a maximum period of three months any member whose conduct in the opinion of the Council is injurious to the character, interests, and good order of the Club or who wilfully refuses or neglects to comply with the provisions of the Articles, the bye-laws of the Club or any rules or regulations from time to time made by Council but only after the said member has been sent details of his said conduct by notice in writing sent to his last known address by recorded delivery post by the Secretary and in said notice is invited to appear in person before the Council at their next scheduled meeting and the said member shall be entitled to be accompanied by a friend or legal adviser at the said meeting and only from the date of the said meeting shall such suspension take effect if confirmed by the Council. In exceptional circumstances the Captain, Vice-Captain, Treasurer and Secretary of the Club shall have the power to ban the said member from using the facilities of the Club pending said meeting and in that event any subsequent suspension shall be deemed to have started from the date of commencement of the said ban.

EXPULSION

25. If any member shall wilfully refuse or neglect to comply with the provisions of the Articles, the bye-laws of the Club or any rules or regulations from time to time made by the Council, or in the event of the conduct of any member being in the opinion of the Council sufficiently injurious to the character, interests and good order of the Club, the Council shall have power to call upon such member to resign by notice in writing sent to his last known address by recorded delivery post by the Secretary, and, if he or she refuses to do so, the Council shall have power by resolution on a vote by ballot, by a two thirds majority of their entire number, to suspend such member but only after having heard the member at a meeting of the Council and fairly considered his case. Said member shall be entitled to be accompanied by a friend or legal adviser at the said meeting. Thereafter, if thought fit by Council, at a General Meeting of the full members of the Club duly convened and held, the Club shall have the power by Special Resolution duly passed to expel such member, provided that notice of such General Meeting shall be given to the said member by notice in writing sent to his last known address by recorded delivery post by the Secretary and the Council shall have communicated with him in writing not less than seven days before calling the said General Meeting to afford him a further opportunity to resign.

GENERAL MEETINGS

26. The Annual General Meeting of the Club shall be held in February in each year on such day and at such place and hour as the Council may from time to time determine.

27. All other General Meetings of the Club shall be called Extraordinary General Meetings.

28. The Council, may whenever they think fit, convene an Extraordinary General Meeting and they shall be bound to convene an Extraordinary General Meeting as required by the Act on receipt of a requisition so to do in writing signed by such number of full members as represents not less than one twentieth of the total number of full members for the time being. Such requisition must state the subject or subjects to be discussed and, where appropriate, the resolution or resolutions to be proposed. In the event of failure by the Council to convene a meeting the requisitionists may convene the meeting as provided by the Act.

29. The business of every Extraordinary General Meeting shall be strictly confined to the subject matter on the Notice, or the resolution or resolutions contained in the requisition upon which it has been convened.

NOTICE OF GENERAL MEETINGS

30. All General Meetings of the Club (including Annual General Meetings) shall be called by not less than thirty days' notice in writing (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice is given). The form of any such Notice may be as permitted in terms of Article 74. There shall be no obligation on the Club to serve such a Notice on a member for whom the Club no longer has a valid address or whose address is outwith the United Kingdom. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled thereto shall not invalidate the proceedings at any General Meeting.

31. Every Notice calling a General Meeting shall specify the place and the day and the hour of the meeting, and the general nature of the business to be transacted.

32. Should any full member desire to submit a motion at a General Meeting which has been duly convened, he shall send written notice thereof to the Secretary along with the names of the proposer and seconder not less than twenty one days before such meeting, and the Secretary shall forthwith send a copy of said motion to each full member.

33. Any full member desiring to propose an amendment to a motion of which notice has been given shall if the proposed amendment constitutes a material alteration to such motion, send written notice thereof to the Secretary not less than ten days prior to the General Meeting at which such motion is being submitted and the Secretary shall forthwith send a copy to each full member.

PROCEEDINGS AT GENERAL MEETING

34. No business other than the appointment of the Chairman of the meeting shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as otherwise provided in these Articles, thirty full members present in person shall be a quorum for all purposes.

35 If within half an hour from the time appointed for the meeting a quorum is not present, the Meeting, if convened upon the requisition of full members shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned Meeting a quorum is not present within half an hour from the time appointed, any ten or more full members present shall be a quorum.

36. The Captain of the Club shall be the Chairman of the Council and shall preside as Chairman at every General Meeting. In his absence the Vice-Captain shall be the Chairman, but, if at any General Meeting of the Club neither the Captain nor the Vice-Captain is present within fifteen minutes after the time appointed for holding the Meeting, or they are both unwilling to act as Chairman the full members present shall choose one of their number to be Chairman.

37. The Chairman may with the consent of any Meeting at which a quorum is present, (and shall if so directed by the Meeting) adjourn the Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for fourteen days or more, at least seven clear days, notice of the adjourned Meeting shall be given specifying the time and place of the adjourned Meeting and the general nature of the business to be transacted. Save as aforesaid, it shall not be necessary to give any notice of an adjourned Meeting or of the business to be transacted at an adjourned Meeting.

VOTES OF MEMBERS

38. Each full member, senior member and life member who has been a full member and who is present in person at a General Meeting shall have one vote. In the case of an equality of votes, the Chairman of the Meeting at which a show of hands takes place or at which a ballot is conducted, shall be entitled to a second or casting vote.

39. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands (unless before or on the declaration of the result of the show of hands, a ballot is demanded by the Chairman or by not less than one tenth of the full members present and except for the election of Council Members which shall be by ballot conducted at the Annual General Meeting as provided by Article 44 and 45 hereof). Unless a ballot is duly demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry in the minute book of the Club shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

40. Notwithstanding that a member is otherwise eligible hereunder to vote, no member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Club have been paid in full.

41. A ballot shall be taken as the Chairman directs and he may appoint scrutineers (who need not be full members) and fix a time and place for declaring the result of the ballot. The result of the ballot shall be deemed to be the resolution of the Meeting at which the ballot was demanded.

THE COUNCIL

42. (A) The Board of Directors of the Club shall be known and referred to as the Council and shall consist of not less than six and not more than eight Directors each of whom shall require to be a full member of the Club throughout his period in office. In the event of the number of Directors falling below six the Council may still act but only for the purpose of taking steps to secure the appointment of an additional Director or Directors and not for any other purpose. In the event of the Secretary and Treasurer being the same person the maximum number of Directors shall be deemed to be reduced to seven for the duration of such person's joint holding.

The Directors comprising the Council from time to time shall be constituted as follows: -

- (a) the Captain and the Vice-Captain, each of whom shall require to be appointed annually as such by Ordinary Resolution at an Annual General Meeting;
- (b) the Secretary and/or the Treasurer (declaring that there is no prohibition on the same person being both Secretary and Treasurer contemporaneously) declaring that, where the Secretary and/or Treasurer shall not be an employee of the Club, they or each of them (as the case may be) shall require to be appointed annually as such by Ordinary Resolution at an Annual General Meeting; and
- (c) not more than four other full members who require to be appointed as members of Council by Ordinary Resolution at an Annual General Meeting or who may be appointed by a decision of the Council in accordance with Article 48.”

42. (B) A person ceases to be a member of Council as soon as:

- (i) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (ii) a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (iii) by reason of that persons mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
- (iv) notification is received by the Club from the member that the member is resigning from office and such registration has taken effect in accordance with its terms.

42. (C) With the exception of the Secretary and/or Treasurer employed by the Club no member of Council is entitled to remuneration for his services to the Club. The Club may, however, pay any reasonable expenses which members of Council properly incur in connection with attendance at meetings of Council, of Committees of Council and General Meetings, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.
- 43 (A) If a proposed decision of the Council is concerned with an actual or proposed transaction or arrangement with the Club in which a member of Council or a relative or business partner of that member, is interested, that member is not to be counted as participating in the decision-making process for quorum or voting purposes.
- (B) But if (C) below applies, a member or relative or business partner of that member who is interested in an actual proposed transaction or arrangement with the Club is to be counted as participating in the decision-making process for quorum and voting purposes.
- (C) this paragraph applies when:-
- (i) the Club by ordinary resolution disapplies Article 43(A) which would otherwise prevent a Council from being counted as participating in the decision-making process;
 - (ii) the interest of the member concerned cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (iii) such conflict of interest arises from a permitted cause.
- (D) For the purpose of this Article, the following are permitted causes:
- (i) a guarantee given, or to be given, by or to a member of Council in respect of an obligation incurred by or on behalf of the Club;
 - (ii) subscription, or an agreement to subscribe, for securities of the Club or to underwrite or guarantee subscription for any such securities; and
 - (iii) arrangements pursuant to which benefits are made available to employees or former employees of the Club.
- (E) For the purposes of this Article, reference to proposed decisions and decision-making processes include any meeting of Council or any meeting of a Committee of Council or any part of any such meeting.
- (F) Subject to (G) below, if a question arises at a meeting of Council or at a meeting of a Committee of Council as to the right of a member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may be referred to the Chairman of the meeting, whose ruling in relation to any such member other than the Chairman himself is to be final and conclusive.
- (G) If a question as to the right to participate in such a meeting or part of such a meeting should arise in respect of the Chairman, the question is to be determined by a decision of the members of Council present at that meeting,

for which purpose the Chairman is not to be counted as participating in the meeting or that part of the meeting for quorum purposes.

ELECTION OF MEMBERS OF COUNCIL

44. The Captain, Vice-Captain, Secretary and Treasurer shall be elected annually at the Annual General Meeting and shall be eligible for re election. The retiring Captain shall be eligible for election to the Council at the Annual General Meeting following his retirement from the office of Captain for a period of not more than four years and shall thereafter not be eligible for re-election until the expiry of a further year.

Notwithstanding the foregoing where the Secretary and/or Treasurer is an employee of the Club such person shall without the need for election, be a Director and member of Council.

45. Council members other than the Captain, Vice Captain, Secretary and Treasurer shall be eligible for election to the Council for a period of not more than four years from the date of the Annual General Meeting at which they were elected and shall thereafter not be eligible for re-election until the expiry of a further year. The Council members to retire in each year shall be those who have been longest in office since their last election but as between persons who became Council members on the same day those to retire shall (unless otherwise agreed among themselves) be determined by lot.

46. Nominations for vacancies on the Council shall be made on a form prescribed by the Council which form shall be signed by the nominee, and also by the proposer and seconder (who shall be two full members). All nomination forms must be lodged with the Secretary at the Registered Office of the Club not later than fourteen days before the date notified for the Annual General Meeting and shall be posted on the notice board in the Clubhouse when received.

47. The election of the Council members shall be made at the Annual General Meeting and shall, when a vote is necessary be made by ballot. In the case of an equality of votes the election shall be decided by another vote in the same manner. The ballot paper of any member not voting for the full number of vacancies will be treated as a spoiled vote and shall not be counted.

48. The Council members shall have power to fill up any casual vacancy occurring in their body in the course of the year, and any full members so elected shall if approved by the Club at the next Annual General Meeting, complete the unexpired terms of service arising from the vacancy, and shall thereafter not be eligible for re-election as such until the lapse of one year.

POWERS AND DUTIES OF COUNCIL

49. (A) Subject to the provisions of these Articles and to the Act, the business and affairs of the Club shall be vested in, and managed by the Council who may exercise all the powers of the Club. The full members may, however, by Special Resolution passed at a General Meeting of the Club, direct the Council to take, or to refrain from taking, specified action. No such Special Resolution serves to invalidate anything which the Council have done prior to the passing of the Resolution.

49. (B) In particular, but without prejudice to the generality of Sub-article (A) hereof, the Council shall have the following special powers: -

- (i) to exercise all or any of the powers given to the Club under the Memorandum of Association and under these Articles;
- (ii) to enter into any contracts, commitments, lotteries or any other arrangements whatsoever and incur any risks or liabilities whatsoever for and on behalf of the Club, in relation to the property, undertaking, business or affairs of the Club;
- (iii) to settle all disputes arising in connection with the Club or the business thereof, or to refer the same to arbitration, and to sue and defend any action at law in the name of the Club;
- (iv) to appoint and employ Managers, Stewards, Clerks, Greenkeepers, Professionals, or Servants of the Company, for permanent, temporary, or special, services, as they may from time to time think fit, and to determine their duties and fix their salaries or emoluments, and to pay the same out of the funds of the Club and, at their discretion, to remove or suspend such, and to delegate power to the Secretary and/or Treasurer and others to arrange these matters on their behalf;
- (v) to appoint and employ the Secretary and/or the Treasurer for [any special or] professional services required by the Club or the Council [outwith the ordinary duties of his office,] and to pay him, out of the funds of the Club, his usual professional fees for any professional services so rendered to the Club or the Council;
- (vi) to close and restrict the use of the Course, Clubhouse, or other premises of the Club or any part thereof on such occasions and for such time as they may deem advisable;
- (vii) to fix the hours of opening and closing of the Course, Clubhouse, or other premises of the Club or any part thereof, and to regulate the rights of access thereto of the various categories of members and to prescribe same in the Bye-laws of the Club;
- (viii) to make, vary and repeal Local Rules in connection with playing the Game of Golf under and in accordance with the Rules of Golf of the Royal and Ancient Golf Club of St. Andrews and any amendments thereof; and
- (ix) to enact Bye-laws, rules or regulations on points not provided in these Articles and in connection with the use of the Clubhouse, Course and other property of the Club, and generally for the regulation and management of the affairs of the Club, provided that such Byelaws, rules or regulations are not inconsistent with these Articles, and are in conformity with the provisions of the Licensing Act, and are not such as are distinctly specified in these Articles to be sanctioned and promoted by the Club in General Meeting; Provided always that no Bye-laws, rules or regulations shall be made under this power which would be inconsistent with or would amount to such an addition to, or alteration of, these Articles as could only be legally made by a Special Resolution of the Club.

49. (C) Notwithstanding the provisions of sub-article (B) hereof, the Council shall not at any time enter into capital expenditure in name of or on behalf of the Club in excess of £20,000 in any one financial year of the Club, unless otherwise determined by an Ordinary Resolution of the Club.

PROCEEDINGS OF THE COUNCIL

50. The Council shall meet together for the despatch of business at least six times in each financial year and may adjourn and otherwise regulate their Meetings as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

51. The quorum necessary for the transaction of the business of the Council shall be five. In determining whether a Council member is participating in a meeting of Council, it is irrelevant where any such member is or how the members of Council communicate with each other.

52. The Captain, whom failing the Vice-Captain, shall be the Chairman at all meetings of the Council and, failing them, the Council members present shall choose one of their own number to be Chairman of the Meeting.

53. Subject to these Articles and to the Act the Council shall have all powers necessary and be responsible for the full and efficient conduct of the business and affairs of the Club, and all Bye-laws, Regulations and Local Rules, made, or orders given, by the Council shall on the expiry of seven days after the same shall have been intimated on the Notice Board in the Clubhouse become operative and remain binding on every member of the Club until the first General Meeting of the Club, when such Bye-laws, Regulations, Local Rules, or orders, shall be submitted for the approval of the full members by Ordinary Resolution

54. The Council may delegate any of their powers to Committees. Such Committees may consist of members of the Council's own body either with or without such other members of the Club as the Council members themselves may co-opt or appoint. All Committees so formed shall, in the exercise of the powers so delegated, conform to any regulations which may be imposed on them by the Council.

55. The Council shall appoint the Conveners and determine the powers of all Committees.

56. The Captain, Vice-Captain, Treasurer and Secretary shall be ex officio members of all Committees.

57. All meetings of the Council shall be called by the Secretary at the request of a member of Council and shall be in writing. At least three days, notice shall be given, except in the case of an emergency meeting when such notice may be dispensed with.

58. All acts done by any meeting of the Council or a Committee of Council or by any person acting as a Council member shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Council members or persons acting as aforesaid, or that they or any of them were disqualified,

be as valid as if every other person had been duly appointed and was qualified to be a Council member.

SECRETARY AND TREASURER

59. The Secretary and Treasurer shall receive, (where the same person holds both posts) or (where the posts are held by different persons) the Secretary and the Treasurer shall each receive an annual remuneration for services rendered or to be rendered to the Club. Such remuneration shall be fixed from time to time by the Council. Each of the posts of Secretary and Treasurer shall oblige the holders thereof to act for both the Club and the Council.

60. (A) The Secretary shall on behalf of the Council record the proceedings of all meetings of the Club and the Council in a Minute Book, maintain the Register of Members, conduct the correspondence of the Club, and perform such other duties as ordinarily pertain to the office or are provided for herein.

60. (B) The Treasurer shall collect and receive all Entrance Fees, Subscriptions and moneys due to the Club; make such payments on behalf of the Club as the Council may direct; and keep correct Accounts and Books showing the whole financial affairs and intromissions of the Club, which shall be balanced as at the end of each financial year.

CONDITIONS AS TO THE SALE OF EXCISEABLE LIQUOR

61. No member of the Council and no manager or servant employed by the Club shall have any personal interest in the sale of excisable liquors therein or in the profits arising from such sale.

62. A visitor shall not be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a member (other than a Junior Associate Member) and such member shall, upon the admission of such visitor to the Club premises or before he or she is supplied with such liquor, enter his or her own name and also the name and address of the visitor in a book which shall be kept for the purpose and which shall also show the date of each visit.

63. No alcoholic liquor shall be sold or supplied in the Club premises for consumption off the premises, except to a member of the Club in person for consumption by him or to a person holding a licence or a wholesaler's licence for the sale.

64. All excisable liquors kept in the Club premises shall be the property of the Club.

65. No excisable liquors shall be sold or supplied to any person under 18 years of age.

66. The hours during which excisable liquor may be sold or supplied in the Club premises shall be such as may from time to time be fixed by the Council and are in

accordance with the provisions of the Licensing Act and such hours shall be specified in the Byelaws of the Club.

COMPLIANCE WITH REGULATIONS

67. Each person on becoming a member, thereby submits to the Memorandum and Articles of Association, Byelaws, rules and regulations of the Club, both as to restrictions enjoined and penalties imposed, and on these conditions alone is entitled to the advantages and privileges attached to his relevant category of membership.

ACCOUNTS

68. The Council shall cause to be kept such books of account as are necessary to comply with the provisions of the Act.

69. The books of accounts shall be kept at the Registered Office of the Club or at such other place or places as the Council think fit, and shall always be open to the inspection of the Council.

70. The Council shall from time to time determine whether and to what extent and at which times and places and under what conditions or regulations the accounts and books and documents of the Club or any of them shall be open to the inspection of members (not being Council members) and no member (not being a Council member) shall have any right of inspecting any account or book or document of the Club except as conferred by Statute or authorised by the Council or by the Club in General Meeting.

71. The Council shall from time to time, in accordance with the provisions of the Act, cause to be prepared and to be laid before the Club in General Meeting such profit and loss accounts, balance sheets and reports as may be necessary.

72. A copy of every balance sheet and profit and loss account which is to be laid before the Club in General Meeting, (including every document required by law to be annexed thereto) together with a copy of the Auditor's report, and of The Council members' report shall not less than twenty-one days before the date of the Meeting be sent to all persons entitled to receive Notices of General Meetings of the Club. Provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Club is not aware.

AUDIT

73. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

74. (A) Any communication sent, issued or supplied by the Club under these Articles may be sent, issued or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent, issued or supplied by the Club

74. (B) Where a document or information is sent by the Club to a member by post, it shall be addressed to him at his registered address and service thereof shall be deemed to be effected by properly addressing, preparing, and posting a letter containing the document or information, and to have been effected at the expiration of twenty four hours after the letter containing the same was posted.

75. Members shall communicate any change of address to the Secretary and all Notices sent to the address last given shall be held as duly given. No members shall be entitled to have a Notice sent to him at an address outwith the United Kingdom.

76. Notice of every General Meeting shall be given in the manner hereinbefore authorised to every full member, except those full members who (having no registered address within the United Kingdom) have not supplied to the Club an address within the United Kingdom for the giving of notices to them. No other persons shall be entitled to receive Notices of General Meetings.

SEAL

77. The Seal shall only be used by the authority of the Council or a committee of the Council so authorised by the Council. The Council may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two of its members.

INDEMNITY

78. Subject to the provisions of the Act, the Memorandum of Association and these Articles every member of the Council, shall be indemnified by the Club against, and it shall be the duty of the Council out of the funds of the Club to pay, all costs, charges, losses, expenses, including travelling and out-of-pocket expenses, and liabilities which may be incurred in the execution and discharge of his or their duties, or in relation thereto.

INSURANCE

79. (A) The Members of Council may decide to purchase and to maintain insurance, at the expense of the Club, for the benefit of any relevant Director in respect of any relevant loss.

79. (B) In this Article:

(i) a “relevant Director” means any Director or former Director of the Club; and

(ii) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Club.

ALTERATION OF BYE-LAWS

80. Without prejudice to the powers hereby conferred on the Council to make Bye-laws, new Bye-laws may be made or existing Bye-laws altered or rescinded by a simple majority of the full members present at a General Meeting of the Club on Notice of the proposed new Bye-law, or alteration or rescission of the existing Bye-law, being given to the members of the Club in the Notice calling the meeting; provided always that no Bye-laws, rules or regulations shall be made in virtue of the foregoing which do not allow these Articles to remain in conformity with the Act and the Licensing Act, or which would amount to such an addition to or alteration of these Articles as could only be legally made by a Special Resolution of the Club.

ALTERATION OF ARTICLES

81. Subject always to the provisions of the Act, the foregoing Articles may be altered, or added to, by Special Resolution of the Club in General Meeting. Only resolutions which allow these Articles to remain in conformity with the provisions of the Act and the Licensing Act shall be competent.

WINDING-UP

82. The full members of the Club in General Meeting may by Special Resolution determine on the dissolution of the Club, whether the object be the absolute and final extinction, re-construction, or modification, of the Club, or its amalgamation with any other body corporate, or any other object. No profits or surplus will at anytime be distributed to members and if upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Club, such organisation or organisations to be determined by the members of the Club by Ordinary Resolution passed at a General Meeting at or before the time of the winding up or dissolution and insofar as effect cannot be given to such provision then to some charitable object to be determined by the members of the Club by Ordinary Resolution passed at a General Meeting.

What is contained on this and the preceding [26] pages is a print of the Articles of Association of the Club adopted by Special Resolution passed on Fourth day of October 2012.

Ian Prentice
Chairman