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Company No. 00048409

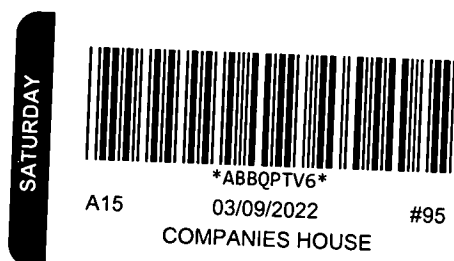
THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

BLACKPOOL FOOTBALL CLUB LIMITED (THE)

(the Company)



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

BLACKPOOL FOOTBALL CLUB LIMITED (THE)

Adopted by special resolution passed on26 August.....2022

INTRODUCTION

1 INTERPRETATION

- 1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings:

Act the Companies Act 2006;

acting in concert has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended);

Adoption Date the date of adoption of these Articles;

Articles the Company's articles of association for the time being in force;

Business Day any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chairman has the meaning given to it in article 5;

Companies Acts has the meaning given to it in the Act;

Company means Blackpool Football Club Limited (The) (Company number 00048409);

connected has the meaning given in section 252 of the Act;

Controlling Interest an interest in Shares conferring on the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

Deemed Transfer Notice a Transfer Notice which is deemed to have been served by any of the provisions of these Articles;

Directors the directors of the Company from time to time;

Disposal the disposal by the Company of all, or a substantial part of, its business and assets (in one or a series of transactions);

Eligible Director means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter);

Exit a Share Sale, a Disposal or a Listing;

Fair Value has the meaning given in article 15.2 and 15.3 (as appropriate);

Family Trust as regards any particular individual Shareholder (or deceased or former individual Shareholder) trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made, or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the particular Shareholder and/or any of the Privileged Relations of that Shareholder (and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of any such person or any voting or other rights attaching thereto are exercisable by or as directed by any such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons);

Group the Company and its subsidiaries (if any) from time to time and Group Company shall be construed accordingly;

holding company has the meaning given in section 1159 of the Act;

Independent Expert the auditors for the time being of the Company or, if they decline the instruction, an independent firm of accountants appointed by the Directors (in each case acting as an expert and not as an arbitrator);

Lien Enforcement Notice means a notice in writing which complies with the requirements of article 21.3(b);

Listing the successful application and admission of all or any of the Shares, or securities representing such Shares (including American depositary receipts, American depositary shares and/or other instruments) to the Official List of the UK Listing Authority or on the AIM market operated by the London Stock Exchange plc, or the Nasdaq National Stock Market of

the Nasdaq Stock Market Inc, or to any recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000);

Member of the Same Group as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company;

Minimum Transfer Condition has the meaning given in article 14.2(d);

Model Articles the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date;

Relevant Securities any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the Adoption Date, other than;

- (a) any Shares or other securities issued by the Company in order for the Company to comply with its obligations under these Articles, and
- (b) any Shares or other securities issued in consideration of the acquisition by the Company of any shares in any company or business which has been approved by a Shareholder Majority,

Restricted Shares has the meaning given in article 16.1;

Sale Shares has the meaning given in article 14.2(a);

Seller has the meaning given in article 14.2;

Shareholder a holder for the time being of Shares;

Shareholder Consent the prior consent of a Shareholder Majority;

Shareholder Majority the holder(s) for the time being of not less than 51% by nominal value of all Shares held by the Shareholders from time to time (for the avoidance of doubt, this may include the Shareholder(s) in respect of which the consent, restriction or relevant matter relates to unless prohibited by law);

Shares shares (of any class) in the capital of the Company;

Share Sale the sale of (or the grant of a right to acquire or to dispose of) any Shares (in one transaction or as a series of transactions) which would, if completed, result in the buyer of those Shares (or grantee of that right) and persons acting in concert with him together acquiring a Controlling Interest, except where the Shareholders and the proportion of Shares

held by each of them following completion of the sale are the same as the Shareholders and their shareholdings in the Company immediately before to the sale;

subsidiary in relation to a holding company wherever incorporated, means a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company;

Transfer Notice has the meaning given in article 14.2, and **Transfer Price** has the meaning given in article 14.15.

1.2 A reference in these Articles to:

(a) an **article** is a reference to the relevant numbered article of these Articles; and

(b) a **model article** is a reference to the relevant article of the Model Articles,

unless expressly provided otherwise.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.

1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles (together with those provisions of Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) referred to in article 21) shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Model articles 7, 8, 9(1), 11(2) and (3), 12, 14(1) to (4) (inclusive), 22, 26(5), 38, 39, 49, and 51 to 53 (inclusive) shall not apply to the Company.
- 2.3 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".
- 2.4 In model article 25(2)(c), the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Model article 29 shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

DIRECTORS

3 PROCEEDINGS OF DIRECTORS

- 3.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with article 3.2 (subject to article 3.3 and article 3.4) All decisions made at any meeting of the Directors (or any committee of the Directors) shall be made only by resolution and resolutions at any meeting of the Directors (or committee of the Directors) shall be decided by a majority of votes.
- 3.2 A unanimous decision of the Directors is taken when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 3.3 A decision taken in accordance with article 3.2 may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 3.4 A decision may not be taken in accordance with article 3.2 if the Eligible Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with article 3.7 and article 3.9.

- 3.5 Model articles 5(1) to (3) (inclusive) and 6(2) shall be modified by the insertion of the words "(acting with Shareholder Consent)" following each reference to "the directors" in such model articles.
- 3.6 Any Director may call a meeting of the Directors, or authorise the company secretary (if any) to give such notice At least 10 Business Days' advance notice of each such meeting shall be given to each Director.
- 3.7 Subject to article 3.8 and 3.9, the quorum for any meeting (or, where specified below, part of a meeting) of the Directors shall be 2 Eligible Directors, one of whom shall be the Chairman or a Director nominated to act as Chairman pursuant article 5.
- 3.8 If the necessary quorum is not present within 30 minutes from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Chairman determines If a quorum is not present at any such adjourned meeting within 30 minutes from the time appointed, then the meeting shall proceed provided always that the Chairman or a Director nominated pursuant to article 5 is present.
- 3.9 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a Conflict (as defined in article 7.1), if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 3.10 If the number of Directors in office for the time being is less than 2, the Director in office must not take any decision other than a decision to:
- (a) appoint further Directors; or
 - (b) call a general meeting so as to enable the Shareholders to appoint further Directors.
- 3.11 Questions arising at any meeting of the Directors shall be decided by a majority of votes If there is an equality of votes, the Chairman (or other chairman of the meeting) shall have a second or casting vote unless, in respect of a particular meeting (or part of a meeting), the Chairman (or other chairman of the meeting) is not an Eligible Director for the purposes of that meeting (or part of a meeting).
- 3.12 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.
- 3.13 The Directors (acting with Shareholder Consent) may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

4 APPOINTMENT AND REMOVAL OF DIRECTORS

- 4.1 A Shareholder Majority shall have the power from time to time to appoint any person as a Director or Directors either as an additional Director or Directors or to fill a vacancy and to remove from office any Director howsoever appointed Any such appointment or removal shall be effected by an instrument in writing signed by the holder(s) making the same and shall take effect upon the lodgement at the registered office of the Company or such later date as may be specified in the instrument.
- 4.2 Model article 18 shall be modified by the addition of the following events upon the occurrence of which a person shall cease to be a Director:
- (a) he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other Directors resolve that he cease to be a Director;
 - (b) a majority of the other Directors resolve that he cease to be a Director; and
 - (c) in the case of an executive Director only, he shall cease to be employed by the Company or other Group Company (as appropriate) and does not continue as an employee of any other Group Company.
- 4.3 The office of a/an Director/Officer or Official (as defined under the rules of the Football Association Limited) shall be vacated if such person is subject to a decision of the Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

5 CHAIRMAN

The Directors may, with Shareholder Consent, appoint any person as chairman of the board of Directors (Chairman) and may, with Shareholder Consent, remove and replace any such Chairman In the event that the Chairman cannot attend a meeting of the Directors or is not an Eligible Director for a meeting (or part of a meeting) of the Directors the Chairman may nominate any Director to act as Chairman for such meeting (or part of a meeting).

6 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of the Directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7 DIRECTORS' CONFLICTS

7.1 The Directors and/or a Shareholder Majority may, in accordance with the requirements set out in this article 7, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an Interested Director) breaching his duty under section 175 of the Act to avoid conflicts of interest (Conflict).

7.2 Any authorisation under this article 7 will be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors or Shareholders under the provisions of these Articles or in such other manner as the Directors may determine;
- (b) (where authorised at a meeting of the Directors) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- (c) (where authorised at a meeting of the Directors) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors or a Shareholder Majority think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.

7.4 Where the Directors or a Shareholder Majority authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed in relation to the Conflict and the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms and conditions.

7.5 The Directors or a Shareholder Majority may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

7.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship

involving a Conflict which has been authorised by the Directors or a Shareholder Majority in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

8 SECRETARY

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

SHARES

9 DIVIDENDS

- 9.1 Subject to the Companies Acts, the Directors may pay interim dividends provided that the Company obtains Shareholder Consent to any such dividend.
- 9.2 Each dividend shall be distributed to the Shareholders pro rata according to the number of Shares held by them respectively and shall accrue daily (assuming a 365 day year) as well after as before the commencement of a winding up All dividends are expressed net and shall be paid in cash.
- 9.3 Except as otherwise provided by the Articles or the rights attached to Shares, all dividends must be:
- (a) declared and paid according to the amounts paid up on the Shares on which the dividend is paid; and
 - (b) apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid.
- 9.4 If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly.
- 9.5 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a Share in advance of the due date for payment of that amount.
- 9.6 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing Shares held by the persons entitled.

10 EXIT PROVISIONS

10.1 In the event of an Exit approved by the Directors (acting with Shareholder Consent) (Proposed Exit), all Shareholders shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Exit. The Shareholders shall be required to take all lawful actions with respect to the Proposed Exit as are required by the Directors to facilitate the Proposed Exit. If any Shareholder fails to comply with the provisions of this article 10.1:

- (a) the Company shall be constituted the agent and attorney of each defaulting Shareholder for taking such actions as are necessary to effect the Proposed Exit;
- (b) the Directors may authorise an officer of the Company or a Shareholder to execute and deliver on behalf of such defaulting Shareholder all or any necessary documents; and
- (c) the Company may receive any purchase money due to the defaulting Shareholder in trust for each of the defaulting Shareholders (without any obligation to pay interest).

11 PRE-EMPTION RIGHTS ON THE ISSUE OF FURTHER SHARES

11.1 The Directors shall not, save with Shareholder Consent, exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares.

11.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

11.3 Save with Shareholder Consent if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to the holders (on the date of the offer) of the Shares (each an Offeree) on a pari passu basis and in the respective proportions that the number of Shares held by each such holder bears to the total number of Shares held by all such holders (as nearly as possible without involving fractions) and on the same terms, and at the same price, as those Relevant Securities are being, or are to be, offered to any other person. The pre-emption provisions set out in articles 11.3 to 11.8 (inclusive) may be disapplied at any time with Shareholder Consent and shall be disapplied if required by a Shareholder Majority.

11.4 An offer made under article 11.3 shall:

- (a) be in writing and give details of the number, class and subscription price (including any share premium) of the Relevant Securities being offered;
- (b) remain open for a period of at least 20 Business Days from the date of service of the offer; and

- (c) stipulate that any Offeree who wishes to subscribe for a number of Relevant Securities in excess of the number to which he is entitled under article 11.3 shall, in his acceptance, state the number of excess Relevant Securities (Excess Securities) for which he wishes to subscribe.
- 11.5 If, on the expiry of an offer made in accordance with article 11.3, the total number of Relevant Securities applied for is less than the total number of Relevant Securities so offered, the Directors shall allot the Relevant Securities to the Offerees in accordance with their applications, subject to a maximum of each Offeree's proportionate entitlement.
- 11.6 Any Relevant Securities not accepted by Offerees pursuant to an offer made in accordance with article 11.3 shall be used to satisfy any requests for Excess Securities made pursuant to article 11.4(c). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants in the respective proportions that the number of Shares held by each such applicant bears to the total number of such Shares held by all applicants for Excess Securities (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Shareholder beyond that applied for by him). After those allotments, any Excess Securities shall, subject to article 11.8, be offered to any other person(s) as the Directors may with Shareholder Consent, determine, at the same price and on the same terms as the offer to the Shareholders.
- 11.7 If, after completion of the allotments referred to in article 11.5 and article 11.6, not all of the Relevant Securities have been allotted, the balance of such Relevant Securities shall, subject to article 11.8, be offered to any other person(s) as the Directors may, with Shareholder Consent, determine, at the same price and on the same terms as the offer to the Shareholders.
- 11.8 No Shares shall be allotted (or transferred) to any current or prospective employee or director of any Group Company unless such person shall first have entered into a joint election with the relevant Group Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

12 TRANSFERS OF SHARES GENERAL

- 12.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 12.2 No Share shall be transferred, and the Directors shall refuse to register a transfer of any Share, unless it is made in accordance with these Articles. The Directors shall register any duly stamped transfer made in accordance with these Articles, unless they suspect that the proposed transfer may be fraudulent. The instrument of transfer of a Share may be in any

usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.

- 12.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall, save with Shareholder Consent to the contrary, be deemed to have immediately served a Transfer Notice in respect of all Shares held by him.
- 12.4 Any transfer of a Share by way of sale which is required to be made under articles 16 and 17 shall be deemed to include a warranty that the transferor sells the Share with full title guarantee.
- 12.5 No Shareholder shall be entitled to make (and the Directors shall not register) any transfer that will reduce the Shareholder's shareholding to less than 10 Shares or any transfer of fewer than 10 Shares unless:
- (a) such Shares comprise the transferor's complete holding of Shares; and
 - (b) the transferee of such Sale Shares will immediately following the transfer hold 5 or more Shares.
- 12.6 To enable the Directors to determine whether or not there has been any transfer (or purported transfer) of Shares the Directors may, with the consent of a Shareholder Majority, and shall, if so requested by a Shareholder Majority, require:
- (a) any holder (or the legal representatives of a deceased holder); or
 - (b) any person named as a transferee in a transfer lodged for registration; or
 - (c) such other person as the Directors may reasonably believe to have information relevant to that purpose, to provide the Company with any information and evidence that the Directors think fit regarding any matter which they reasonably deem relevant to that purpose.
- 12.7 If any such information or evidence referred to in article 12.6 is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence provided the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares of that fact in writing and, if the holder fails to remedy that situation to the reasonable satisfaction of the Directors within 20 Business Days of receipt of such written notice, then, unless otherwise directed in writing by a Shareholder Majority:
- (a) the relevant Shares shall cease to confer on the holder of them any rights:

- (i) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
 - (ii) to receive dividends or other distributions otherwise attaching to those Shares; or
 - (iii) to participate in any future issue of Shares issued in respect of those Shares; and
- (b) the Directors may, with the consent of a Shareholder Majority, by notice in writing to the relevant holder, determine that a Transfer Notice shall be deemed to have been given in respect of some or all of his Shares with effect from the date of service of the notice (or such later date as may be specified in such notice).

The Directors may (with the consent of a Shareholder Majority) and shall (if so required by a Shareholder Majority) reinstate the rights referred to in article 12.7(a) at any time and, in any event, such rights shall be reinstated on completion of a transfer made pursuant to this article 12.7.

12.8 Unless expressly provided otherwise in these Articles, if a Transfer Notice is deemed to have been given under these Articles, the Deemed Transfer Notice shall be treated as having specified that:

- (a) it does not contain a Minimum Transfer Condition; and
- (b) the Seller wishes to transfer all the Shares held by him (including any Shares acquired after the date the relevant Transfer Notice is deemed given but before completion of the transfer of Shares pursuant to the relevant Transfer Notice).

12.9 Any Transfer Notice (but not a Drag Along Notice (as defined in article 17)) served in respect of the transfer of any Share which has not completed before the date of service of a Deemed Transfer Notice shall (save with Shareholder Consent to the contrary) automatically be revoked by the service of a Deemed Transfer Notice.

13 EFL MANDATORY ARTICLES

13.1 Without prejudice to the provisions of article 12.2, the directors may refuse to register the transfer of any Share in the event that:

- (a) the Football League Ltd (company number: 00080612) has not provided the transferee with all necessary confirmations and approvals as required by the Owners' and Directors' Test contained at Appendix 3 of the EFL Regulations (as updated from time to time) or any equivalent provision of the EFL Regulations (as updated from time to time); or
- (b) registering the transfer of any Share would cause the Company to breach any: (i) EFL Regulation; (ii) rule or regulation of the Football Association Limited; (iii) rule or regulation of the Football Association Premier League Limited; or (iv) any other equivalent provision of any regulatory authority to which the Company is subject.

13.2 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust and, except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

14 PRE-EMPTION RIGHTS ON THE TRANSFER OF SHARES

14.1 Except where the provisions of articles 14 16, 17 and 18 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this article 14.

14.2 A Shareholder who wishes to transfer Shares (a Seller) shall, before transferring or agreeing to transfer any Shares, give notice in writing (a Transfer Notice) to the Company specifying:

- (a) subject to article 12.8(b), the number of Shares he wishes to transfer (Sale Shares);
- (b) the name of the proposed transferee, if any;
- (c) the price per Sale Share (in cash), if any, at which he wishes to transfer the Sale Shares (the Proposed Sale Price); and
- (d) subject to article 12.8(a), whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold (a Minimum Transfer Condition).

14.3 Once given, a Transfer Notice may only be withdrawn with Shareholder Consent.

14.4 A Transfer Notice (or Deemed Transfer Notice) constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

14.5 As soon as practicable following the later of:

- (a) receipt of a Transfer Notice (or in the case of a Deemed Transfer Notice, the date such notice is deemed to be served); and
- (b) the determination of the Transfer Price.

the Directors shall offer the Sale Shares for sale in the manner set out in the remaining provisions of this article 14 at the Transfer Price Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

- 14.6 If a Shareholder Majority so directs, the Directors shall first offer the Sale Shares to the Company (in accordance with and subject to the Companies Acts) at the Transfer Price, such offer to remain open for the period from the date the Directors make such offer to the Company to the date 30 Business Days thereafter (both dates inclusive), at the end of which period those Sale Shares applied for shall (subject to article 14.9) be allocated to the Company and any unallocated Sale Shares shall be dealt with in accordance with the remaining provisions of this article 14 (and references to Sale Shares shall be construed to be references to such unallocated Sale Shares).
- 14.7 Where no direction is given in accordance with article 14.6 or (if a direction is given) following the operation of article 14.6, the Directors shall offer the Sale Shares to those Shareholders that a Shareholder Majority directs (such direction to be received within the period of 60 days following service or deemed service of the Transfer Notice), to the exclusion of all other Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 30 Business Days after the offer (both dates inclusive) (the Offer Period) for the maximum number of Sale Shares they wish to buy.
- 14.8 If:
- (a) at the end of the Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Directors shall allocate the Sale Shares to each Shareholder who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares held by all Shareholders who have been offered the Shares. Fractional entitlements shall be rounded down to the nearest whole number (save where such rounding would result in not all Sale Shares being allocated, in which case, the allocation of any such fractional entitlements shall be determined by the Directors). No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy;
 - (b) not all Sale Shares are allocated following allocations in accordance with article 14.8(a), but there are applications for Sale Shares that have not been satisfied, the Directors shall allocate the remaining Sale Shares to such applicants in accordance with the procedure set out in article 14.8(a). The procedure set out in this article 14.8(b) shall apply on any number of consecutive occasions until either all Sale Shares have been allocated or all applications for Sale Shares have been satisfied; and
 - (c) at the end of the Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Directors shall allocate the Sale Shares applied for to

the relevant Shareholders in accordance with their applications. The balance (the Surplus Shares) shall, subject to article 14.9, be dealt with in accordance with article 14.13.

14.9 Where the Transfer Notice contains a Minimum Transfer Condition:

- (a) any allocation made under article 14.6, article 14.7 and article 14.8 shall be conditional on the fulfilment of the Minimum Transfer Condition; and
- (b) if the total number of Sale Shares applied for under article 14.6, article 14.7 and article 14.8 is less than the number of Sale Shares, the Directors shall notify the Seller, the Company and all those Shareholders to whom Sale Shares have been conditionally allocated stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

14.10 Where either:

- (a) the Transfer Notice does not contain a Minimum Transfer Condition; or
- (b) the Minimum Transfer Condition has been met or exceeded,

the Directors shall, when no further offers or allocations are required to be made under article 14.6, article 14.7 and article 14.8, give notice in writing of the allocations of Sale Shares (an Allocation Notice) to the Seller and the Company and/or and each Shareholder to whom Sale Shares have been allocated (as appropriate) (each an Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 2 Business Days, but not more than 10 Business Days, after the date of the Allocation Notice).

14.11 On the date specified for completion in the Allocation Notice, the Seller shall, against payment from an Applicant, transfer the Sale Shares allocated to such Applicant, in accordance with any requirements specified in the Allocation Notice.

14.12 If the Seller fails to comply with article 14.11:

- (a) the Chairman (or, failing him, any other Director or some other person nominated by a resolution of the Directors) may, as agent and attorney on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Transfer Price and give a good discharge for it (and no Applicant shall be obliged to see to the distribution of the Transfer Price); and

(iii) subject to the transfer being duly stamped, as appropriate) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them (as appropriate); and

(b) the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate(s) for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Directors, in respect of any lost certificate, together with such other evidence Of any) as the Directors may reasonably require to prove good title to those Shares) to the Company.

14.13 Where no direction is given in accordance with article 14.6 or article 14.7 or an Allocation Notice does not relate to all the Sale Shares or the Transfer Notice lapses pursuant to article 14.9(b) then, subject to article 14.14, the Seller may, at any time during the 40 Business Days following the:

(a) expiry of the 60-day period referred to in article 14.6, transfer the Sale Shares;

(b) date of lapse of the Transfer Notice, transfer the Sale Shares; or

(c) date of service of the Allocation Notice, transfer the Surplus Shares;

to any person approved by the Directors and a Shareholder Majority at a price at least equal to the Transfer Price The sale of the Sale Shares (following the lapse of a Transfer Notice) in accordance with this article 14.13 shall continue to be subject to any Minimum Transfer Condition.

14.14 The Directors may (acting with Shareholder Consent) and shall (if required by a Shareholder Majority), and without providing any reason, decline to register the transfer of any Share, whether such Share is fully paid or not.

14.15 Notwithstanding the foregoing provisions of these Articles a transfer of any Shares approved by a Shareholder Majority may be made without any price or other restriction and any such transfer shall be registered by the Directors.

15 VALUATION

15.1 The Transfer Price for each Sale Share the subject of a Transfer Notice (or Deemed Transfer Notice) shall, save where expressly provided otherwise in these Articles, be the price per Sale Share (in cash) agreed between the Directors acting with Shareholder Consent, and the Seller or, in default of agreement within 15 Business Days of the date of service of the Transfer Notice (or, in the case of a Deemed Transfer Notice, the date on which the board of Directors

first has actual knowledge of the facts giving rise to such deemed service), the Fair Value of each Sale Share.

15.2 Subject to article 15.3, the Fair Value shall be the price per Sale Share determined by the Independent Expert on the following bases and assumptions:

- (a) valuing the Sale Shares as on an arm's-length sale between a willing seller and a willing buyer as at the date the Transfer Notice was served (or deemed served);
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares subject to any discount (as appropriate) attributable to the percentage of the issued share capital of the Company which they represent and taking into account the rights and restrictions applying to the Shares; and
- (e) reflecting any other factors which the Independent Expert reasonably believes should be taken into account.

15.3 Where the Fair Value has been determined by an Independent Expert at any time in the 12 months immediately preceding a Transfer Notice (or Deemed Transfer Notice), the Fair Value shall be such value per Sale Share as shall have been previously so determined. This article 15.3 may be disapplied by the Directors (acting with Shareholder Consent) and shall be disapplied if required by a Shareholder Majority.

15.4 If any difficulty arises in applying any of these assumptions or bases then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit.

15.5 The Directors will give the Independent Expert access to all accounting records or other relevant documents of the Group, subject to it agreeing such confidentiality provisions as the Directors may reasonably impose.

15.6 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error).

15.7 The Independent Expert shall be requested to determine the Fair Value within 20 Business Days of its appointment and to deliver its certificate to the Company Forthwith upon receipt, the Company shall deliver a copy of the certificate to the Seller.

15.8 The cost of obtaining the Independent Expert's certificate shall be borne by the parties equally or in such other proportions as the Independent Expert directs unless in respect of a Deemed

Transfer Notice, the Fair Value is less than the price per Sale Share offered to the Seller by the Directors before the appointment of the Independent Expert, in which case the Seller shall bear the cost.

16 COMPULSORY TRANSFERS

16.1 Forthwith upon a Transfer Notice being deemed to be served under this article 16 the Shares subject to the relevant Deemed Transfer Notice (Restricted Shares) shall, unless otherwise directed by a Shareholder Majority, cease to confer on the holder of them any rights:

- (a) to vote (whether on a show of hands, on a poll or otherwise and whether in person, by proxy or otherwise), including in respect of any resolution of any class of Shares;
- (b) to receive dividends or other distributions otherwise attaching to those Shares; or
- (c) to participate in any future issue of Shares issued in respect of those Shares.

The Directors may (with Shareholder Consent) and shall (if so directed by a Shareholder Majority) reinstate the rights referred to in this article 16.1 at any time and, in any event, such rights shall be reinstated in respect of any Shares transferred pursuant to the Deemed Transfer Notice.

16.2 If any of the following events (Obligatory Transfer Events) happen to a Shareholder, unless a Shareholder Majority permits or requires otherwise, the relevant Shareholder (in this article, the Seller) shall be deemed to have served a Transfer Notice in respect of the Shares on the Company as soon as possible, which shall include details of the Obligatory Transfer Event:

- (a) the passing of a resolution for the liquidation of the Shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation (the structure of which has been previously approved by the Directors in writing) in which a new company assumes (and is capable of assuming) all the obligations of the Shareholder;
- (b) the presentation at court by any competent person of a petition for the winding up of the Shareholder and which has not been withdrawn or dismissed within seven days of such presentation;
- (c) a change of control (as control is defined in section 1124 of the Corporation Tax Act 2010) of the Shareholder;
- (d) the issue at court by any competent person of a notice of intention to appoint an administrator to the Shareholder, a notice of appointment of an administrator to the Shareholder or an application for an administration order in respect of the Shareholder;

- (e) any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Shareholder;
- (f) the Shareholder being unable to pay its debts as they fall due or having no reasonable prospect of so doing whether for the purposes of section 123 of the Insolvency Act 1986, Section 268 of the Insolvency Act 1986 or otherwise;
- (g) the Shareholder entering into a composition or arrangement with its creditors or commencing negotiations with all or any of his creditors with a view to rescheduling debts;
- (h) a creditor or encumbrancer of the Shareholder attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Shareholders' assets and such attachment or process is not discharged within 14 days;
- (i) any chargor taking any step to enforcing any charge created over any shares held by the Shareholder (other than by the appointment of a receiver, administrative receiver or manager);
- (j) a process having been instituted that could lead to the Shareholder being dissolved and its assets being distributed among the Shareholder's creditors, shareholders or other contributors;
- (k) the Shareholder suffers a bankruptcy;
- (l) the Shareholder dies;
- (m) the Shareholder suffers permanent disability or permanent incapacity through ill health;
- (n) the Shareholder becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient or incapable of managing his own affairs under any statute relating to mental health;
- (o) in the case of the Obligatory Transfer Events set out in paragraphs 15 2(a) to 15 20) above, any competent person takes any analogous step in any jurisdiction in which the Shareholder carried on business or an equivalent event or procedure happens in any other jurisdiction outside England and Wales; or
- (p) the return (undelivered) to the Company of four consecutive notices, documents or other information sent pursuant to article 22.1(a) or 22.1(b) to the Shareholder at the last known address notified by the same to the Company.

If the Seller fails to serve a Transfer Notice, it shall be regarded as giving a Deemed Transfer Notice in relation to their Shares on the date on which the Directors become aware of the Obligatory Transfer Event.

- 16.3 As soon as practicable after service, or deemed service, of the Transfer Notice, the Fair Value of the Seller's Shares shall be determined.
- 16.4 Any Transfer Notice deemed served in accordance with this article 16 shall include any Shares acquired by the Seller after the date the Transfer Notice is deemed served but before completion of the transfer of the Shares pursuant to this article 16.
- 16.5 If the Seller fails to complete the transfer of Shares as required under this article, without prejudice to article 14.12, the Company:
- (a) is irrevocably authorised to appoint any person as agent (and attorney) to transfer the Shares on the Seller's behalf and to do anything else that the transferee of the Shares may reasonably require to complete the sale: and
 - (b) may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the transferee of the Shares.

17 DRAG ALONG

- 17.1 If a Shareholder Majority (**the Selling Shareholders**) wish to transfer all of their interest in Shares (Sellers' Shares) to a bona fide arm's-length purchaser (**Proposed Buyer**), the Selling Shareholders shall have the option (**Drag Along Option**) to require all the other holders of Shares on the date of the request (**Called Shareholders**) to sell and transfer all their interest in Shares with full title guarantee to the Proposed Buyer (or as the Proposed Buyer may direct) in accordance with the provisions of this article 17.
- 17.2 The Selling Shareholders may exercise the Drag Along Option by giving notice in writing to that effect (**a Drag Along Notice**), at any time before the completion of the transfer of the Sellers' Shares, to the Proposed Buyer and each Called Shareholder A Drag Along Notice shall specify:
- (a) that the Called Shareholders are required to transfer all their Shares (**Called Shares**) pursuant to this article 17;
 - (b) the identity of the Proposed Buyer (and, if relevant, the transferee(s) nominated by the Proposed Buyer);
 - (c) the consideration payable for the Called Shares which shall, for each Called Share, be an amount equal to the price per Share offered by the Proposed Buyer for the Seller's Shares; and

(d) the proposed date of completion of transfer of the Called Shares.

- 17.3 A Drag Along Notice may be revoked at any time by the Selling Shareholders. The Selling Shareholders may serve further Drag Along Notices following the revocation of any particular Drag Along Notice.
- 17.4 Completion of the sale and purchase of the Called Shares shall take place on the same date as, and conditional upon the completion of, the sale and purchase of the Sellers' Shares unless all of the Called Shareholders and the Selling Shareholders otherwise agree (the date of such completion being referred to as **Completion** in this article 17).
- 17.5 Prior to Completion, the Called Shareholders shall deliver stock transfer forms for their Shares in favour of the Proposed Buyer (or as the Proposed Buyer may direct), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On Completion, the Company shall pay (on behalf of the Proposed Buyer to the extent the Proposed Buyer has put the Company in the requisite funds) the Called Shareholders the amounts they are respectively due pursuant to this article 17. The Company's receipt for the amounts due shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 17.6 To the extent that the Proposed Buyer has not, prior to or on Completion, put the Company in funds to pay the amounts due, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificate(s) (or suitable indemnity) for the relevant Shares and the Called Shareholders shall have no further rights or obligations under this article 17 in respect of their Shares (unless a further Drag Along Notice is served).
- 17.7 If any Called Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of the Called Shares held by him (together with the share certificate(s) in respect of those Called Shares (or a suitable indemnity in respect thereof)) the defaulting Called Shareholder shall be deemed to have appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares. After the Proposed Buyer (or person(s) nominated by the Proposed Buyer) has been registered as the holder of any such Called Shares, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 17.
- 17.8 Upon any person, following the issue of a Drag Along Notice, becoming a Shareholder (a New Shareholder) or increasing an existing shareholding including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any

security into, Shares, a Drag Along Notice shall be deemed to have been served in respect of the increased shareholding and/or upon the New Shareholder, on the same terms as the previous Drag Along Notice, who shall then be bound to sell and transfer all such Shares to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this article 17 shall apply mutates mutandis in respect of the increased shareholding and/or to the New Shareholder, save that completion of the sale of such Shares shall take place forthwith upon the later of the Drag Along Notice being deemed served in respect of the increased shareholding and/or on the New Shareholder and the date of completion of the sale of the Called Shares.

- 17.9 A transfer of Called Shares to a Proposed Buyer (or as the Proposed Buyer may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served shall not be subject to the pre-emption provisions of article 14.
- 17.10 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Notice shall automatically be revoked by the service of a Drag Along Notice (but such Transfer Notice or Deemed Transfer Notice shall be reinstated should the Drag Along Notice lapse).

18 LISTING DRAG ALONG

- 18.1 If a Shareholder Majority (**the Listing Shareholders**) wish to place or offer some or all of their Shares (**the Sellers' Listing Shares**) on a Listing, the Listing Shareholders shall have the option (**the Drag Along Listing Option**) to require all the other holders of Shares on the date of the request (**the Called Listing Shareholders**) to place or offer to a Listing with full title guarantee, the same proportion of their Shares as the average proportion of Shares to be placed or offered by the Listing Shareholders in such manner and at such times and to such persons as the Directors (acting with Shareholder Consent) shall in writing direct but the Called Listing Shareholders shall not be obliged to place or offer their Shares in a manner which is, or at such times which are, less favourable than the manner or timing applicable to the Listing Shareholders.
- 18.2 The Listing Shareholders may exercise the Drag Along Listing Option by giving notice in writing to the Called Listing Shareholders to that effect (**a Drag Along Listing Notice**) at any time before the Listing A Drag Along Listing Notice shall specify:
- (a) that the Called Listing Shareholders are required to place or offer on a Listing their Shares and the proportion of their Shares that must be so offered (**the Called Listing Shares**) pursuant to this article 18;
 - (b) the manner and terms upon which the Called Listing Shares are to be placed or offered;
and

(c) the proposed date of such placing or offering.

18.3 A Drag Along Listing Notice shall be irrevocable but will lapse if, for any reason, there is not a Listing of the Sellers' Listing Shares within 60 days after the date of service of the Drag Along Listing Notice. The Listing Shareholders shall be entitled to serve further Drag Along Listing Notices following the lapse of any particular Drag Along Listing Notice.

18.4 The consideration (in cash or otherwise) for which the Called Listing Shareholders shall be obliged to place or offer to a Listing each of the Called Listing Shares shall, at the option of the Listing Shareholders, be either:

(a) the same as that payable on each Sellers' Listing Share (**the Equivalent Listing Consideration**); or

(b) any other consideration certified by the Independent Expert as being no less favourable than the Equivalent Listing Consideration.

18.5 Completion of the placing or offering to a Listing of the Called Listing Shares shall take place on the same date as the date proposed for completion of the placing or offering to a Listing of the Sellers' Listing Shares unless all of the Called Listing Shareholders and the Listing Shareholders agree otherwise (the date of completion being in this article 18 Completion).

18.6 Prior to Completion, the Called Listing Shareholders shall deliver stock transfer forms for their Shares in favour of those persons directed by the Directors in accordance with article 18.1 (or left blank with authority for the Directors to complete details of the transferee), together with the share certificate(s) in respect of those Shares (or a suitable indemnity in respect thereof) to the Company. On Completion, the Company shall pay (to the extent the Company has been put in the requisite funds) the Called Listing Shareholders the amounts they are respectively due pursuant to this article 18. The Company's receipt for the amounts due shall be a good discharge. The Company shall hold the amounts due to the Called Listing Shareholders in trust for the Called Listing Shareholders without any obligation to pay interest.

18.7 If any Called Listing Shareholder fails to deliver to the Company a duly executed stock transfer form (or forms) in respect of his Called Listing Shares (together with the share certificate(s) in respect of those Called Listing Shares (or a suitable indemnity in respect thereof)) the defaulting Called Listing Shareholder shall be deemed to have appointed any person nominated for the purpose by the Listing Shareholders to be his agent and attorney to execute and deliver all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Listing Shares. After the Listing, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of any transfer of Shares under this article 18.

- 18.8 Upon any person, following the issue of a Drag Along Listing Notice, becoming a Shareholder (**a New Shareholder**) or increasing an existing shareholding including, without limitation, pursuant to the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares, a Drag Along Listing Notice shall be deemed to have been served in respect of the increased shareholding and/or upon the New Shareholder, on the same terms as the previous Drag Along Listing Notice, who shall then be bound to place or offer such Shares on a Listing and the provisions of this article 18 shall apply mutates mutandis in respect of the increased shareholding and/or to the New Shareholder, save that completion of the offering or placing of such Shares shall take place forthwith upon the later of:
- (a) the Drag Along Listing Notice being deemed served in respect of the increased shareholding and/or on the New Shareholder; and
 - (b) the date of completion of the acquisition of or subscription for the Called Listing Shares.
- 18.9 A transfer of Called Listing Shares on a Listing in respect of which a Drag Along Listing Notice has been duly served shall not be subject to the pre-emption provisions of article 14.
- 18.10 Any Transfer Notice or Deemed Transfer Notice served in respect of the transfer of any Share which has not completed before the date of service of a Drag Along Listing Notice shall automatically be revoked by the service of a Drag Along Listing Notice (but such Transfer Notice or Deemed Transfer Notice shall be reinstated should the Drag Along Listing Notice lapse).

DECISION-MAKING BY SHAREHOLDERS

19 GENERAL MEETINGS

- 19.1 No business other than, subject to article 19.2, the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on Six members present in person or by proxy (or, in the case of a corporate member, by representative) who together hold are a Shareholder Majority shall be a quorum for all purposes.
- 19.2 The Chairman shall chair general meetings If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the chairman of the meeting must be the first business of the meeting.

20 VOTING

- 20.1 Subject to any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote at all general meetings of the Company.
- 20.2 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 20.3 Model article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that model article.
- 20.4 Model article 45(1) shall be amended by:
- (a) the deletion of model article 45(1)(d) and its replacement with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and
 - (b) the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that model article.
- 20.5 No voting rights attached to a Share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the Company in respect of that Share have been paid.

21 LIEN, CALLS ON SHARES AND FORFEITURE

- 21.1 The Company has a lien (the Company's Lien) over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.
- 21.2 The provisions of articles 52(2) and (3), 55, 56(2), 57(2), (3) and (4), 59, 60, 61 and 62 for public companies set out in Schedule 3 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall apply to the Company, save that each reference in those articles to a "member" or "members" shall be deemed to be references to a "Shareholder" or "Shareholders" (as the case may be).
- 21.3 Enforcement of the Company's Lien:

- (a) Subject to the provisions of this article 21.3, if:
 - (i) a Lien Enforcement Notice has been given in respect of a Share; and
 - (ii) the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide.
- (b) A Lien Enforcement Notice:
 - (i) may only be given in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (ii) must specify the Share concerned;
 - (iii) must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
 - (iv) must be addressed either to the holder of the Share or to a transmittee of that holder; and
 - (v) must state the Company's intention to sell the Share if the notice is not complied with.
- (c) Where Shares are sold under this article 21.3:
 - (i) the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and
 - (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
 - (i) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and
 - (ii) second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any

money payable by that person (or his estate or any joint holder of the Shares) after the date of the Lien Enforcement Notice.

- (e) A statutory declaration by a Director that the declarant is a Director and that a Share has been sold to satisfy the Company's Lien on a specified date:
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (ii) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

21.4 Call notices

- (a) Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (**a Call Notice**) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (**a Call**) which is payable to the Company at the date when the Directors decide to send the Call Notice.
- (b) A Call Notice:
 - (i) may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;
 - (ii) must state when and how any Call to which it relates is to be paid; and
 - (iii) may permit or require the Call to be made in instalments.
- (c) A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent;
- (d) Before the Company has received any Call due under a Call Notice the Directors may:
 - (i) revoke it wholly or in part; or
 - (ii) specify a later time for payment than is specified in the notice;by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- (e) A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share:

- (i) on allotment;
- (ii) on the occurrence of a particular event; or
- (iii) on a date fixed by or in accordance with the terms of issue.

21.5 FORFEITURE

- (a) If a person is liable to pay a Call and fails to do so by the Call payment date:
 - (i) the Directors may issue a notice of intended forfeiture to that person; and
 - (ii) until the Call is paid, that person must pay the Company interest on the Call from the Call payment date at the relevant rate.
- (b) A notice of intended forfeiture:
 - (i) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;
 - (ii) must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;
 - (iii) must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);
 - (iv) must state how the payment is to be made; and
 - (v) must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.
- (c) At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls, interest and expenses due in respect of it and on such other terms as they think fit.

ADMINISTRATIVE ARRANGEMENTS

22 NOTICES

- 22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post or recorded delivery post or other delivery service providing proof of postage or delivery to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) properly addressed and sent by first class prepaid airmail);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 22.1, no account shall be taken of any part of a day that is not a Business Day.

- 22.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

23 INDEMNITY AND INSURANCE

- 23.1 Subject to article 23.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

- (a) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation thereto; and
 - (ii) in relation to the Company's (or other Group Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence,

default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and

- (b) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

23.2 This article 23 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

23.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

23.4 In this article 23:

- (a) **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund of the Company (or other Group Company); and
- (b) **Relevant Officer** means any director or other officer or former director or other officer of any Group Company (including any company with is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by a Group Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

24 DATA PROTECTION

24.1 Each of the Shareholders and Directors (from time to time) consents to the processing of his personal data by the Company, its Shareholders and Directors (each a Recipient) for the purposes of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually.

24.2 The personal data that may be processed for such purposes under this article 24 shall include any information which may have a bearing on the prudence or commercial merits of investing in, or disposing of any Shares (or other investment or security) in, the Company. Save as required by law, court order or any regulatory authority, that personal data shall not be disclosed by a Recipient or any other person, except to:

- (a) a Member of the Same Group as the Recipient (each a Recipient Group Company); and

- (b) employees, directors and professional advisers of that Recipient or any Recipient Group Company.

24.3 Each of the Shareholders and Directors consent (from time to time) to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where it is necessary or desirable to do so.

25 FA GENERAL PROVISIONS

25.1 The Shareholders and Directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the Rules and regulations of the Football Association Limited for the time being in force.

25.2 No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by the Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.

26 FA WINDING UP PROVISIONS

26.1 On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Shareholders the amount paid on their Shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Shareholders in proportion to the amount called up on their Shares respectively. No Shareholder shall be entitled to have any call upon other Shareholders for the purpose of adjusting the Shareholders' rights; but where any call has been made and has been paid by some of the Shareholders such call shall be enforced against the remaining Shareholders for the purpose of adjusting the rights of the Shareholders between themselves.

26.2 If the surplus assets shall be more than sufficient to pay to the Shareholders the whole amount paid upon their Shares, the balance shall be given by the Shareholders of the Company, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some club or institute in the Blackpool area having objects similar to those set out in the memorandum of association or to any local charity, or charitable or benevolent institution situated within the Blackpool area.

26.3 In default of any such decision or apportionment by the Shareholders of the Company, the same to be decided upon and apportioned by a judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

26.4 Alternatively, such balance may be disposed of in such other manner as the Shareholders of the Company may, with the written consent of the Football Association Limited, determine.