

COMPANY NO. 2402574

COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION OF MAYFAIR COMMUNICATIONS COMPANY LIMITED

(Passed the 14th day of January 1992)

21 JAN 1992

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At an Extraordinary General Meeting of the above named Company duly convened and held at Hulton House 161/166 Fleet Street London EC4A 2DY on the 14th day of January 1992 the following Special Resolutions were duly passed, viz:

## SPECIAL RESOLUTION

1. That the existing paragraph 3(A) of the Company's Memorandum of Association be deleted in its entirety and that the following be inserted in its place:

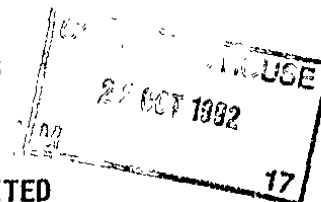
- "(A) (1) To purchase or otherwise acquire the football and athletic ground and all other property and effects of the Slough Town Football Club, and to take over the same as a going concern, and acquire and undertake its assets and liabilities of every kind.
- (2) To acquire from time to time by purchase or on lease, or otherwise, lands, hereditaments, or other property of any description which may be deemed suitable for all or any of the purposes of the Company, and generally to acquire by purchase, lease, exchange, hire or otherwise any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of the Company, or in furthering the objects thereof
- (3) To form, lay out, level, drain, plant, embellish, build upon, or otherwise improve, fit up and adapt and maintain all or any part of any lands of the Company as athletic, recreation, or pleasure grounds, and for all or any purposes hereinafter named, or purposes of a similar kind.
- (4) To carry on or promote the business of any ground of the Company for the purpose of a football ground, cricket, or tennis ground, bicycle or running ground, or any place or places of gymnastics, bowling, golf, croquet, athletic, sports, or any of them, or for any other amusement, recreation, game, pastime, sport or object whatsoever which may from time to time be determined upon by the Directors
- (5) To provide and arrange for football, cricket, cycling and other matches, contests, exhibitions, concerts and such other entertainments and amusements as may be deemed expedient, and in particular to hold football matches at Slough or elsewhere, and for the purposes aforesaid to engage, establish, and maintain teams of players,

whether composed of amateur or professional players, or partly of one and partly of the other, and in holding matches or athletic sports to give at such sports prizes in money or in kind, and to become a Member of and subscribe to The Football Association, or any other Association League or Alliance, having objects altogether or in any respect similar to those of this Company, and also to insure the players of the Company against accident for their own benefit, and also to set apart any match or other meeting or entertainment, or the profits or portion of the profits arising from any match, meeting or entertainment for the benefit of any charity or charitable institution or purpose, or for the benefit of any player engaged by the Company, or for the benefit of any other person or persons, whether a player or not, as the Directors may from time to time determine; and also to recompense any player who shall receive injury while engaged in playing football for the Company, or in or about the business or engagements of the Company or in the case of the decease of any player owing to such injury to recompense any person or persons whom the Directors shall consider has or have suffered pecuniary loss by his death, and also (out of the balance of profits for a year after payment of a dividend of at least 5 per cent) to give to any charitable institution or any charitable purpose such amount or amounts as shall be determined upon by resolution of a General Meeting, and subject to any condition which may be annexed to any such gift by the terms of such resolution."

2. That the present Articles of Association of the Company be and they are hereby deleted in their entirety and that the Regulations contained within the printed document produced at the meeting and initialled thereat by the Chairman be and they are hereby adopted as the new Articles of Association of the Company

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CHAIRMAN - P. M. ENOCH

The Companies Act 1985  
Private Company Limited by Shares



MAYFAIR COMMUNICATIONS COMPANY LIMITED

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MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION

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Incorporated on the 10th day of July 1989  
Company Number: 2402574

FRANKS, CHARLESLY & CO  
Hulton House  
161/166 Fleet Street  
London EC4A 2DY  
Tel: 071-353 1588  
Fax: 071-583 0647  
Telex: 22364

The Companies Act 1985  
Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of

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MAYFAIR COMMUNICATIONS COMPANY LIMITED

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(as amended by Special Resolution passed 14th January 1992)

1. The Company's name is Mayfair Communications Company Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
  - (A) (1) To purchase or otherwise acquire the football and athletic ground and all other property and effects of the Slough Town Football Club, and to take over the same as a going concern, and acquire and undertake its assets and liabilities of every kind;
  - (2) To acquire from time to time by purchase or on lease, or otherwise, lands, hereditaments, or other property of any description which may be deemed suitable for all or any of the purposes of the Company, and generally to acquire by purchase, lease, exchange, hire or otherwise any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of the Company, or in furthering the objects thereof;
  - (3) To form, lay out, level, drain, plant, embellish, build upon, or otherwise improve, fit up and adapt and maintain all or any part of any lands of the Company as athletic, recreation, or pleasure grounds, and for all or any purposes hereinafter named, or purposes of a similar kind;
  - (4) To carry on or promote the business of any ground of the Company for the purpose of a football ground, cricket, or tennis ground, bicycle or running ground, or any place or places of gymnastics, bowling, golf, croquet, athletic, sports, or any of them, or for any other amusement, recreation, game pastime, sport or object whatsoever which may from time to time be determined upon by the Directors;

- (5) To provide and arrange for football, cricket, cycling and other matches, contests, exhibitions, concerts and such other entertainments and amusements as may be deemed expedient, and in particular to hold football matches at Slough or elsewhere, and for the purposes aforesaid to engage, establish, and maintain teams of players, whether composed of amateur or professional players, or partly of one and partly of the other, and in holding matches or athletic sports to give at such sports prizes in money or in kind, and to become a Member of and subscribe to The Football Association Limited, or any other Association League or Alliance, having objects altogether or in any respect similar to those of this Company, and also to insure the players of the Company against accident for their own benefit, and also to set apart any match or other meeting or entertainment, or the profits or portion of the profits arising from any match, meeting or entertainment for the benefit of any charity or charitable institution or purpose, or for the benefit of any player engaged by the Company, or for the benefit of any other person or persons, whether a player or not, as the Directors may from time to time determine; and also to recompense any player who shall receive injury while engaged in playing football for the Company, or in or about the business or engagements of the Company or in the case of the decease of any player owing to such injury to recompense any person or persons whom the Directors shall consider has or have suffered pecuniary loss by his death, and also (out of the balance of profits for a year after payment of a dividend of a least 5 per cent) to give to any charitable institution or any charitable purpose such amount or amounts as shall be determined upon by resolution of a General Meeting, and subject to any condition which may be annexed to any such gift by the terms of such resolution.
- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.

- (E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stocks and other securities of any kind guaranteed by any government or authority, municipal, local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within each case the meaning of section 736 of the Act, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (H) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and either with or without the Company receiving any consideration or advantage, direct or indirect, therefrom, to guarantee or secure the performance of the obligations and the payment of the capital or principal (together with any premium) of and any dividends or interest on any stocks, shares, or securities or other obligations for the repayment of money and/or discharge of liabilities both present and future due, owing to or incurred to bankers) of any company, firm or person and in particular (without limiting the generality of the foregoing) of any company which is for the time being the Company's holding Company as defined by section 736 of the Act, or a subsidiary, as defined by the said section of the Company or the Company's holding company, or otherwise associated with the Company in business and to create mortgages, charges or liens upon all or any of the property or assets of the Company (both present and future) including its uncalled capital whether in support of any such guarantee or otherwise.

- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so directly or indirectly to benefit the Company.

- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by Law.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.



4. The liability of the Members is limited.
5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 each.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND  
DESCRIPTORS OF SUBSCRIBERS

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Number of Shares taken  
by each Member

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Philip Maurice Enoch  
Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Solicitor

One

Claire Linda Birdsall  
Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Articled Clerk

One

Dated the 19th day of June 1989

WITNESS to the above Signatures:

Nicholas. M. Tyler

Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Articled Clerk

The Companies Act 1985  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

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MAYFAIR COMMUNICATIONS COMPANY LIMITED

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(adopted by Special Resolution passed 14th January 1992)

1. PRELIMINARY

- 1.1 Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Tables A to F) Regulations 1985 (the "Regulations") shall apply to the Company.
- 1.2 Regulations 3, 8, 24, 35, 64, 73 to 77 (inclusive), 94 to 97 (inclusive), the second and third sentences of Regulation 79 and the last sentence of Regulation 84 shall not apply to the Company but the regulations hereinafter contained together with the remaining Regulations shall, subject to the modifications hereinafter expressed, constitute the regulations of the Company.
- 1.3 Any reference in these Articles of Association to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.
- 1.4 References in these Articles to the "Association" are references to The Football Association Limited, references to the "Council" are references to the Council of the Association, and references to a "Club" are references to a club admitted to either full or associate membership of the Association and unless the context otherwise requires refers to a club in the ownership of the Company.

2. PRIVATE COMPANY

The Company is a private company, and accordingly:-

- 2.1 no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and
- 2.2 no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

### 3. INTERPRETATION

In Regulation 1 there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

### 4. SHARES

4.1 Subject to the provisions of the next following Article the Directors are authorised for the purposes of section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that:-

4.1.1 save as provided in Article 4.1.2 the authority given in this Article to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;

4.1.2 the Members in General Meeting may by Ordinary Resolution:-

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such renewed authority or, as the case may be the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority);

4.1.3 notwithstanding the provisions of Articles 4.1.1 and 4.1.2 the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Article any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

4.2 In accordance with section 91 of the Act sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of

shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Articles allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

- 4.3 Subject to Chapter VII of the Act and to Regulation 12 the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
- 4.4 Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether of out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
- 4.5 Subject to Chapter VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.
- 4.6 A share shall not be sub-divided. The Company shall not make any bonus issue without the consent of the Council and Regulation 2 shall not apply.

## 5. LIEN

The lien conferred by Regulation 8 shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

## 6. TRANSFERS OF SHARES

- 6.1 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.
- 6.2 The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

## 7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that such proxy need not also be a Member. Regulation 38 shall be modified accordingly.
- 7.2 Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 shall be modified accordingly.

## 8. DIRECTORS

- 8.1 The first Director or Directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act.
- 8.2 Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall only be one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 shall be modified accordingly.
- 8.3 A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

- 8.4. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 8.5 In Regulation 89 there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company".
- 8.6 Save as provided by Article 8.7 a Director (as defined in the Companies Act 1985) shall not be entitled to receive any remuneration in respect of his office as a Director or as an employee of a Club and Regulation 82 shall not apply.
- 8.7 Directors of any Club may receive remuneration in consideration of their appointment as Directors provided that:
- 8.7.1 the terms of such appointment are notified to and approved by the Association and the league of which the applicable Club's first team is a member; and
- 8.7.2 such appointment is in respect of full-time appointment.
- 8.8 The office of Director shall be vacated if the Director be suspended by the Association from taking part in football management and Regulation 81 shall be modified accordingly.

## 9. DIVIDENDS

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company. The amount of any dividend shall be decided by the Company in General Meeting but no dividend shall exceed the amount recommended by the Directors. A larger dividend shall not be declared than the maximum dividend allowed from time to time by the Association and may be cumulative for a period not exceeding three (3) years (that is to say, the past three (3) consecutive years). Until otherwise determined by the Association the maximum dividend payable in respect of any year shall be fifteen per cent (15%) of the amount credited as paid up on such share. Accordingly Regulation 102 and 103 shall not apply and Regulation 110 shall apply only to the extent (if any) permitted by the Council.

## 10. WINDING UP

On the winding-up of the Company the surplus assets shall be applied, first, in repaying to the Members the amount paid on their shares respectively, and if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively and no Members shall be entitled to have any call upon other Members for the purpose of adjusting his rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of

adjusting the rights of the Members between themselves. If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid on their shares, the balance shall be given to The Football Association Benevolent Fund, or to some other Club or Institute in the County of Berkshire having objects similar to those obtained in the Memorandum of Association, or to any local charity, or charitable or benevolent institution situate within the County of Berkshire, such Club, institution or charity to be decided upon and such property apportioned among all or any of such Clubs, institutions or charities by the Members of the Club at or before the time of dissolution as they shall direct or in default of any such decision or apportionment by the members of the Club, 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, or such balance may be disposed of in such other manner as the Members of the Club with the consent of the Council of The Association, as then existing, shall determine. Regulation 117 shall not apply.



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NAMES, ADDRESSES AND  
DESCRIPTIONS OF SUBSCRIBERS

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Philip Maurice Enoch  
Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Solicitor

Claire Linda Birdsall  
Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Articled Clerk

Dated the 19th day of June 1989

WITNESS to the above Signatures:

Nicholas. M. Tyler  
Hulton House  
161-166 Fleet Street  
London  
EC4A 2DY

Articled Clerk