

THE COMPANIES ACT 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
SUPER LEAGUE (EUROPE) LIMITED

1 INTERPRETATION

1 1 Subject as hereinafter provided and so far as not inconsistent with the provisions of these Articles, the Regulations contained in Table A in the Schedule of the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the company

1 2 In these Articles unless the context requires otherwise, the following expressions shall have the following meanings

the Act means the Companies Act 1985 but so that any reference in these Articles to any provisions of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force,

the Articles means these Articles of Association of the Company,

the Board means the board of directors for the time being of the Company,

General meeting means any meeting of the members of the Company including (except where expressly stated) the annual general meeting or a separate class of meeting of the holders of Ordinary Shares,

Governing Body Share means the one Special Rights Preference Share of £1,

the Governing Body Shareholder means the holder of the Governing Body Share,

Independent Person means a person who does not have a Relevant Association with an Ordinary Shareholder or Governing Body Shareholder, and who is not a Relative of any person who has a Relevant Association with an Ordinary Shareholder or Governing Body Shareholder,

Official means any Director, Secretary, Chief Executive, Chair, employee or duly authorised (express or implied) agent,



Ordinary Shares means ordinary shares of £1 each in the capital of the Company,

Ordinary Shareholders means the holders of the Ordinary Shares,

Primary Broadcasting Agreement means an agreement between the Company and a broadcaster relating to the rights to broadcast any live Super League matches in the United Kingdom,

Regulation means a regulation of Table A,

Relative means the spouse, parent or grandparent, child or grandchild, brother, sister, co-habitee, employee, employer or business partner of the person concerned,

Relevant Association means that at the time the test is applied or at any time within the period of 12 months preceding that date, the person concerned is or was (i) an Official of or a partner in or the sole proprietor of an Ordinary Shareholder, (ii) a creditor of an Ordinary Shareholder or Governing Body Shareholder (excluding normal trade credit), or (iii) a professional advisor to an Ordinary Shareholder

Rules means the rules and regulations of the Super League (together with such additions and modifications as shall from time to time be made or adopted by the Company)

the Super League means a league of rugby league clubs to be managed by the Company and consisting of clubs who are from time to time members of the Company,

Super League Club means a rugby league club which is for the time being a member of the Company,

Titular Sponsorship Agreement means an agreement between the Company and a third party relating to the terms of sponsorship which includes such third party prefixing or suffixing its name to the Super League

- 1 3 In these Articles unless the context requires otherwise words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships
- 1 4 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the Regulation or these Articles

2. SHARE CAPITAL

- 2 1 The authorised share capital of the Company is £50 divided into 49 Ordinary Shares of £1 each and one Governing Body Share of £1
- 2 2 Ordinary Shares shall only be issued, allotted or transferred to rugby league clubs who are entitled, pursuant to these Articles and the Rules to be Super League Clubs
- 2 3 The Ordinary Shareholders shall adhere to and comply with all rules and regulations for the time being of the RFL
- 2 4 No Super League Club shall be entitled to own or have a beneficial interest in more than one Ordinary Share
- 2 5 In accordance with Section 91(1) of the Act, Sections 89(2) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company
- 2 6 Subject to the provisions of the Act the Company may
 - 2 6 1 issue any shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof,
 - 2 6 2 purchase its own shares (including any redeemable shares),
 - 2 6 3 make a payment in respect of the redemption or purchase under section 159 or (as the case may be) section 162 of the Act of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares

3 GOVERNING BODY SHARE

- 3 1 The Governing Body Share may only be issued to, held by and transferred to the RFL or any person or legal entity duly authorised to be acting on behalf of the RFL or any successor body to the RFL
- 3 2 Notwithstanding any provision in the Articles or Rules to the contrary, each of the following matters shall be deemed to be a variation of the rights attaching to the Governing Body Share and shall accordingly be effective only with the consent in writing of the Governing Body Shareholder and without such consent shall not be done or caused to be done
 - (a) the amendment or removal or the alteration of the effect of (which, for the avoidance of doubt, shall be taken to include the ratification of any breach of) all or any of the following
 - (i) the objects of the Company set out in the Company's Memorandum of Association,
 - (ii) the definition of "Governing Body Share" or "Governing Body Shareholder",

- (iii) Article 2 (Share Capital),
- (iv) this Article 3 (the Governing Body Share),
- (v) Article 7 (Appointment of Directors),
- (vi) Article 8 (Powers of the Board),
- (vii) Article 11 (Disqualification of Directors),
- (viii) the requirement to adhere to RFL rules, and
- (ix) winding-up provisions,
- (b) any change of the name of the Company,
- (c) the variation of any voting rights attaching to any shares in the Company,
- (d) the passing of a special resolution to wind-up the Company,
- (e) the making and adoption of or any amendment to, removal of or waiver of any of the provisions of the Rules which relate to
 - (i) the name of Super League,
 - (ii) the number of Members or clubs and the issues of promotion and relegation to Super League,
 - (iii) the criteria for membership of Super League,
 - (iv) the commitment to the RFL fixture list,
 - (v) the obligation of each Club to enter the Challenge Cup,
 - (vi) ownership of more than one club,
 - (vii) rules common to Super League and the National League

3.3 Notwithstanding any provision in the Articles or Rules to the contrary, each of the following matters shall be deemed to be exclusive rights attaching to the Governing Body Share and accordingly the making and adoption of or any amendment to, removal of or waiver of any provisions relating to these matters shall be effective with only the consent in writing of the Governing Body Shareholder and without such consent shall not be done or caused to be done

- (a) membership of and criteria for membership of the Super League ,
- (b) the Operational Rules, excluding the Super League Salary Cap Regulations,

- (c) Disciplinary rules,
- (d) Prosecution and tribunals, including those relating to the Super League Salary Cap Regulations,
- (e) Playing rules, referee appointment and referee decisions,
- (f) Fixture list for the Super League

3 4 Notwithstanding any provision in the Articles or Rules to the contrary, each of the following matters shall be deemed to be rights attaching equally to the Ordinary Shareholders and the Governing Body Share and accordingly the making and adoption of or any amendment to, removal of or waiver of any provisions relating to these matters shall be effective only with the approval of a simple majority of Ordinary Shareholders and with the approval of the Governing Body Shareholder and without both such approvals shall not be done or caused to be done

- (a) the number of Clubs to play in the Super League,
- (b) the Super League Salary Cap Regulations

3 5 Notwithstanding any provision in the Articles or Rules to the contrary, each of the following matters shall be deemed to be exclusive rights attaching to the Ordinary Shares and shall accordingly be effective with only the approval of the Ordinary Shareholders and without such approval shall not be done or caused to be done, and the Governing Body Shareholder shall no rights of approval or veto

- (a) the entering into of a Titular Sponsorship Agreement,
- (b) the entering into of a Primary Broadcasting Agreement,
- (c) the number of rounds to be played in any one season of the Super League,
- (d) the format of the Super League,
- (e) allocation of central television revenue and distribution of any surpluses and/or prize money which are declared to be payable by the Board but subject to the Board's overriding fiduciary responsibilities

The Governing Body Shareholder shall have all the rights of a Super League Club in relation to receiving notice of and attending and speaking at General Meetings and to receiving Minutes of General Meetings and meetings of the Board and the rights of a member. The Governing Body Shareholder shall have no right to vote at General Meetings, save in the event of a tied vote, in which case the Governing Body Shareholder shall have a casting vote

4 SHARES, CERTIFICATES AND TRANSFERS

4 1 The lien conferred by Regulation 8 shall attach to all shares whether fully paid or not and to all shares standing registered in the name of any person indebted or

under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders Regulation 8 of Table A shall be modified accordingly

- 4 2 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares held by such member Every certificate shall be sealed with the seal and shall specify the number and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon
- 4 3 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Board may determine but otherwise free of charge and (in the case of defacement or wearing-out) on delivery up of the old certificate
- 4 4 The instrument of transfer of a share may be in any usual form or in any other form which the Board 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
- 4 5 The Governing Body Shareholder shall be entitled to refuse the registration of the transfer of an Ordinary Share to a person who is not entitled, pursuant to the Articles or the Rules, to be a Super League Club for the relevant season The Governing Body Shareholder shall also be entitled to refuse the registration of the transfer of an Ordinary Share unless
- (i) it is lodged at the Office or at such other place as the Governing Body Shareholder may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Governing Body Shareholder may reasonably require to show the right of the transferor to make the transfer, and
 - (ii) it is in respect of only one share
- 4 6 If
- (a) any holder shall cease to be entitled to hold an Ordinary Share for whatever reason, or
 - (b) a manager, receiver or administrative receiver shall be appointed in respect of a holder or any property of a holder, or an administration order shall be made in respect of a holder or any property of a holder or an order shall be made or an effective resolution passed for the winding up of a holder otherwise than for the purpose of reconstruction or amalgamation,

then that holder or its manager, receiver, administrative receiver, administrator or liquidator or any other person entitled to the share shall, on receiving notice in

writing from the Governing Body Shareholder, transfer its share to such other person as the Board shall direct at the price of £1

- 4 7 For the avoidance of doubt, the Governing Body Shareholder shall be entitled to require the transfer of a share upon a holder ceasing to be entitled to play in the Super League and as and from the date of such request, such holder shall have no rights in relation to the share issued allotted or transferred to it save in relation to the Winding Up of the Company prior to the transfer of the share
- 4 8 Whenever a requirement to transfer an Ordinary Share shall arise, if the relevant holder shall fail to transfer its Ordinary Share within 7 days of notice having been given of the requirement to transfer, the Governing Body Shareholder may authorise any director of the Company to execute a transfer thereof and a transfer so executed shall be valid and effective as if the same had been executed by the holder of the share and the transferee shall be entered in the register as the holder thereof accordingly
- 4 9 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share
- 4 11 The Company shall be entitled to retain any instrument of Transfer which is registered, but any instrument of transfer which is refused registration shall be returned to the person lodging it when notice of the refusal is given

5 GENERAL MEETINGS AND PROCEEDINGS

- 5 1 The Board shall call General Meetings (and shall normally convene General Meetings of the members on at least an annual basis on dates to be fixed by the Board) On the requisition of any two members (2), the Board shall forthwith proceed to convene a General Meeting of the members (other than an annual general meeting) for a date not later than four weeks after receipt of the requisition On the requisition of two-thirds of the members, the Board shall forthwith convene a General Meeting of the members (other than an annual general meeting) for a date no less than fourteen (14) days after receipt of the requisition
- 5 2 The provisions of this Article 15 and of Articles 16 to 38 shall be supplemented by provisions of the Rules from time to time which shall also regulate the procedure for meetings of the members
- 5 3 A General Meeting called for the passing of a Resolution appointing a person as a director shall be called as set out at Paragraph 7 below A General Meeting called for the passing of a special resolution shall be called by at least twenty one (21) clear days notice All other General Meetings shall be called by at least fourteen (14) clear days' notice save for a meeting called by shorter notice if it is so agreed
- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat, and

- (b) in the case of a General Meeting, by a majority in number of the members having a right to attend and vote
- 5 4 The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the insolvency of a member and to all members of the Board and the auditors
- 5 5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member or person entitled to receive notice shall not invalidate the proceedings at that meeting
- 5 6 No proxies shall be permitted on a vote by show of hands
- 5 7 No business shall be transacted at any General Meeting unless a quorum is present. Save as otherwise provided in these Articles, the presence of two-thirds in number of the Ordinary Members and the Governing Body Shareholder shall be a quorum for all purposes
- 5.8 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine
- 5 9 The Chair, or in his absence the Chief Executive Officer of the RFL, shall preside as Chair of the meeting
- 5 10 Any Director of the Company and the Company Secretary shall, notwithstanding that he is not a member, be entitled to attend and speak at any General Meeting
- 5 11 The Chair may, with the consent of a General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, no person shall be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place
- 5 12 Except where the Act specifies that a particular resolution of the Company requires a greater majority, 51% of such members as (being entitled to do so) vote by their representative at a General Meeting of which notice has been duly given shall be required for the passing of all resolutions of the Company. Where there is a tied vote, the Governing Body Shareholder shall be entitled to a casting vote and a resolution shall be passed where such casting vote is cast in support

- 5 13 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a secret poll is duly demanded Subject to the provisions of the Act, a poll may be demanded
- (a) by the Chair, or
 - (b) by at least two members having the right to vote at the meeting
- 5 14 Unless a secret poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 5 15 The demand for a secret poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 5 16 A secret poll shall be taken as the Chair directs and he may fix a time and place for declaring the result of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded The Company Secretary, and in his absence the Chair, shall act as the Scrutineer and shall declare the result of the secret poll The Chair may not act as Scrutineer on a poll demanded on the election of a Chair
- 5 17 A secret poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than thirty (30) days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 5 18 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 5 19 A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all members of the Company who would have been entitled to vote upon it if it had been duly proposed at a General Meeting shall be as valid and effective as if it had been passed at a General Meeting duly convened and held Any such resolution may consist of several documents in the like form each signed by a duly authorised representative or representatives of one or more of the members

6. VOTES OF MEMBERS

- 6 1 Subject to any rights of restrictions attached to any shares, every member present by a representative shall have one vote whether on a show of hands or on a poll
- 6 2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive
- 6 3 Any corporation which is a member of the Company may (pursuant to Section 375 of the Act), by resolution of its directors or other governing body, authorise such Club Official as it thinks fit to act as its representative at any meeting of the Company, or at a separate meeting of the holders of any class of shares of the company and the person so authorised shall be entitled to exercise the same power on behalf of the corporation which it represents as that corporation could exercise if it were an individual member of the Company

7. APPOINTMENT OF DIRECTORS

- 7 1 Subject to Clauses 7 3 and 7 4, the number of directors shall be no more than 3 (three)
- 7 2 Subject to Clauses 7 3 and 7 4, the Board shall consist of
- (a) The Chairman of the RFL, who shall be the Chair of the Company,
 - (b) The Chief Executive Officer of the RFL,
 - (c) A Non-Executive Director in the event of 75% of Ordinary Members at any Annual General Meeting or Extraordinary General Meeting passing a resolution electing a Non-Executive Director In the event of a Non-Executive Director being elected such Directorship shall continue only until the next Annual General Meeting or earlier retirement of the Non-Executive Director A Non-Executive Director shall be entitled to stand for re-election
- 7 3 Clauses 7 1 and 7 2 shall not apply in the event of 75% of Ordinary Members passing a Special Resolution that the Board of Directors shall be appointed in accordance with Clause 7 4 ("Club Directors Resolution") Such Club Directors Resolution may be revoked at any time in the event of 75% of Ordinary Members passing a Special Resolution that Clauses 7 1 and 7 2 shall re-apply and that the Board of Directors shall not be appointed in accordance with Clause 7 4
- 7 4 In the event of a Club Directors Resolution, the Chairman of the RFL shall be a Director and Chair of the Company and in addition each Ordinary Member shall nominate one representative to be a Director of the Company Such nominated individual must either be a Director of the Ordinary Member or a senior employee of the Ordinary Member Each year all Directors of the Company nominated by an Ordinary Member shall retire although they may offer themselves for re-

appointment by that Ordinary Member. In the event that an Ordinary Member wishes to change its representative Director during the course of a year it can do so by writing to the Chair giving details of the new nominated individual together with the resignation of the previous representative

- 7.5 A director need not hold any shares of the Company to qualify him as a director but he shall be entitled to receive notice of and attend at all General Meetings of the Company
- 7.6 Any Non-executive Director, other than a Director appointed by virtue of Clauses 7.3 and 7.4, shall be an Independent Person. If a Non-Executive Director ceases to be an Independent Person then he shall be deemed automatically, irrevocably and immediately to have vacated his position as Non-Executive Director
- 7.7 No person, other than a Director appointed by virtue of Clauses 7.3 and 7.4, shall be appointed or reappointed as Non-Executive Director except pursuant to a Resolution at a General Meeting or under Clause 7.8 below. No person shall be appointed or reappointed at a General Meeting unless
- (a) not less than fourteen (14) nor more than thirty-five (35) clear days before the date appointed for the meeting, a notice executed by a member qualified to vote at the meeting and seconded by a further member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment together with a copy of that person's CV
- 7.8 In the event that the number of Directors of the Company shall be less than two (2) for any period of time
- a) in the first instance, the Chair shall be entitled to co-opt a Non-Executive Director to make up the number of Directors of the Company to two (2),
 - b) in the absence of the Chair, the Chief Executive Officer of the RFL shall be entitled to co-opt a Non-Executive Director to make the number of Directors of the Company up to two (2),
 - c) and in the event of there being no Directors of the Company or only a Non-Executive Director the Ordinary Shareholders at a General Meeting shall be entitled to co-opt a Non-Executive Director or Directors to make the number of Directors of the Company up to a maximum of two (2) provided such appointment or appointments have been endorsed by the Governing Body Shareholder (such endorsement not to be unreasonably withheld, refused or delayed),
- and in the event of a Non-Executive Director being co-opted they shall be appointed only until the next General Meeting of the Company, but otherwise on the same terms and conditions as if the Director was appointed at General Meeting
- 7.9 The terms and conditions relating to the appointment or reappointment of, and the remuneration and other terms and conditions of service of any Non-Executive Director, other than a Director appointed by virtue of Clauses 7.3 and 7.4, shall be determined by Resolution of the Company. The Chairman and Chief Executive Officer of the RFL and any Director appointed by virtue of Clauses 7.3 and 7.4 shall not receive payment for their duties as Board Members. The RFL

shall be entitled to be accounted to by the Company for the salary paid to the Chairman and Chief Executive Officer of the RFL and such entitlement shall be determined by and set out in a Service Agreement between the Company and the RFL

8. POWERS OF THE BOARD

8 1 The Board shall

- 8 1.1 manage the activities and affairs of the Company including the operation of the Super League and, for the avoidance of doubt, including the entering into of any sponsorship and/or broadcasting agreements, save as provided for in Clause 8 1 2 below,
- 8 1 2 exercise all powers of the Company but subject to any policy direction as the members in General Meeting may from time to time exercise or give,
- 8 1 3 take such executive steps as it considers necessary to give effect to any policy laid down by the members in General Meeting,
- 8 1 4 make such recommendations to the members on such matters of importance to the Company as it considers appropriate;
- 8 1 5 convene regular informal meetings of Super League Clubs to ensure the good communication between Super League Clubs and the Board, and
- 8 1 6 make decisions upon any and all matters of procedure to be followed by the Company where matters require immediate attention

8 2 In any dealings relating to the Primary Broadcasting Agreement or Titular Sponsorship Agreement of Super League, the Board shall not enter into any contract or agreement or conduct themselves in any way as would bind the Company to any contract or agreement without the prior approval by ordinary resolution of the members in General Meeting Without prejudice to the generality of the foregoing, the Board shall in relation to any such dealings disclose the provisions contained in this Article to any entity or individual with whom the Board is considering entering into a contract or agreement

9. BORROWING POWERS

The Board may without the prior approval of the members in General Meeting exercise all the powers of the Company to borrow money up to the maximum amount of £1 million in total but otherwise upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80, 80A and 379A of the Act to grant any mortgage, charge or security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

10. ALTERNATE DIRECTORS

An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may be notice in writing to the Company from time to time direct and the first sentence of Regulation 66 shall be modified accordingly

11. DISQUALIFICATION OF DIRECTORS

- 11.1 A Director shall be required to vacate his office by reason of illness or injury if he becomes incapable of managing and administering his property and affairs or of carrying out his duties as a Director and Regulation 81 of Table A shall be modified accordingly
- 11.2 Regulation 81 shall be modified by deleting paragraph (e) thereof The office of a Director shall also be vacated if he shall be removed from office as provided in these Articles
- 11.3 The office of a director shall also be vacated if
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (b) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
 - (c) he resigns his office by notice to the Company,
 - (d) he fails to attend 3 meetings in any 12 calendar month period

12. PROCEEDINGS OF DIRECTORS

- 12.1 Subject to the provisions of the Articles and the Rules, the Board may regulate its proceedings as it thinks fit A director may, and the Company Secretary at the request of a director shall, call a meeting of the Board Questions arising at a meeting shall be decided by a majority of votes
- 12.2 The quorum for the transaction of the business of the Board shall be 2 (two) A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board

- 12 3 If the number of Directors of the Company is less than 2 (two), the continuing director may act only for the purpose of calling a General Meeting or for the purpose of co-opting a Director or Directors under Clause 7 6
- 12 4 The Chair of the Company shall be the Chair of all meetings of the Board
- 12 5 All acts done by a meeting of the Board or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of a director or that a director was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote
- 12 5 A resolution in writing signed by all of the Directors of the Company entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may consist of several documents in the like form each signed by all of the Directors of the Company, and such written resolution may include electronic mail with valid electronic signature, where permitted by the Act
- 12 6 Without prejudice to Article 12 5, a meeting of the Board may consist of a conference between the Board members who are not all in one place, but of whom each is able (directly or by telephonic, electronic or video communication) to speak to the others, and to be heard by the others simultaneously A director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly Such a meeting shall be deemed to take place where the Chair of the meeting then is The word "meeting" in the Articles and the Rules shall be construed accordingly
- 12 7 A director shall not vote at any meeting of the Board or on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, if he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company, save where authorised by a Resolution of the members passed at a General Meeting Where a director is precluded from voting by virtue of this Clause, but is present at a Board meeting, the Director shall still count towards quorum
- 12 8 Subject to the provisions of the Act, the Company Secretary shall be appointed by the Board subject to ratification by the members in General Meeting for such term at such remuneration and upon such conditions as the Board thinks fit and any Company Secretary so appointed may be removed by the Board or by Resolution of the members in General Meeting The Company Secretary shall not be a Member of the Board purely by virtue of being elected as Company Secretary
- 12 9 The Company Secretary shall be entitled to attend and speak at Board Meetings, but shall not be entitled to a vote, save where the Company Secretary is also a Director

12 10 The Board shall cause minutes to be made in books and kept for the purpose

- (a) of all appointments of officers made by the Board, and
- (b) of all proceedings at General Meetings and of meetings of the Board, including the names and the Directors of the Company present at each such meeting

13. INDEMNITY

Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs, charges and discharge of his duties or in relation thereto

14. SHARE CERTIFICATES

In the second sentence of Regulation 6, the words "shall be sealed with the seal and" shall be deleted Each share certificate shall only be issued by authority of the Board or of a committee of the Board authorised by the Board and shall bear the signature of one Director and the company secretary or a second director

15. COMPANY SEAL

Regulation 101 shall not apply to the Company The Company shall not be required to, but may, at the discretion of the Board, keep a common seal If such a seal is kept, it shall only be used by the authority of the Board or of a committee of the Board authorised by the Board and the Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Director and the Company Secretary or a second director

16. DIVIDENDS

No dividend in respect of any share shall be declared or paid except pursuant to a Resolution in General Meeting For the avoidance of doubt, this shall not affect the rules relating to payments to members in respect of broadcasting or sponsorship or like income received by the Company which shall be as laid down from time to time by the Company in General Meeting

17. ACCOUNTS

The members shall have the right of inspecting any accounting records or other books or documents of the Company In relation to any such accounting records, books or documents, the members shall keep such knowledge as they acquire as to the contents thereof confidential save where required by statute or law to make disclosure of the same

18. NOTICES

- 18 1 A notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing
- 18 2 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by post addressed to the member at its registered address or by facsimile transmission or telex or other instantaneous means of transmission to a number provided by the member for this purpose, or by leaving it at its registered address addressed to the member, or by any other means authorised in writing by the member concerned
- 18 3 Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 48 hours after posting and, in providing such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post Any notice or other document left at a registered address otherwise than by post, or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was left or sent
- 18 4 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 18 5 A notice may be given by the Company to the persons entitled to a share in consequence of the insolvency, administration or receivership of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name or as manager, receiver, administrative receiver or liquidator of the member or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the insolvency, administration or receivership had not occurred

19 WINDING UP

- 19 1 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 rateable
- 19 2 If the surplus assets shall be more than sufficient to pay to the members the whole amount paid upon their shares, the balance shall be paid over to such other charitable or benevolent object connected with RFL as shall be determined by Resolution in General Meeting at or before the time of winding-up and approved by The RFL

PARTICIPATION AGREEMENT

- 20 1 If any shareholder proposes a Participation Agreement, relating to the commercial activities of the Company and Ordinary Members and imposing equal rights and obligations on each Ordinary Member, and that Participation

Agreement is approved by a Special Resolution of Ordinary Members and is signed by three quarters of Ordinary Members, any Ordinary Member not signing undertakes to do so within 14 days of being requested to do so by the Chair and in default by way of security appoints the Board of Directors to sign the Participation Agreement on behalf of that Ordinary Member and all members acknowledge that once so executed the Participation Agreement is binding on that Ordinary Member