

Company number 04593477

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

LEICESTER CITY FOOTBALL CLUB LIMITED (the "Company")

CIRCULATION DATE 29<sup>th</sup> November 2013

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions numbered 1 and 2 are passed as ordinary resolutions and that the following resolution numbered 3 is passed as a special resolution (together the "Resolutions")

#### ORDINARY RESOLUTIONS

- 1 THAT, in accordance with paragraph 42(2)(b) of Schedule 2 of the Companies Act 2006 (Commencement No 8, Transitional Provisions and Savings) Order 2008, the restriction on the authorised share capital of the Company set out in paragraph 5 of the memorandum of association of the Company, which by virtue of section 28 of the Companies Act 2006 is treated as a provision of the Company's articles of association, is hereby revoked and deleted
- 10 2 THAT, in accordance with section 551 of the Companies Act 2006 (CA 2006), the directors of the Company (Directors) be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company (Rights) up to an aggregate nominal amount of £113,434,965 (being 113,434,965 ordinary shares of £1 00 each) pursuant to subscription agreements entered into on or around the date hereof by the Company, provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of this resolution

This authority is in addition to all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the CA 2006

#### SPECIAL RESOLUTION

- 3 THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association.

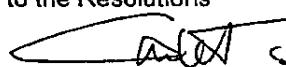
*Please read the notes at the end of this document before signifying your agreement to the Resolutions*

The undersigned, the members of the Company and the persons entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions

Signed for and on behalf of

King Power International Co Ltd

Date 29<sup>th</sup> November 2013



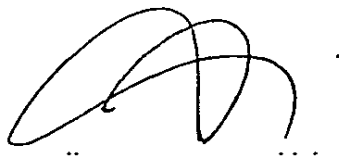
**KING POWER**  
INTERNATIONAL CO., LTD.

INTERNATIONAL CO., LTD.



A52 13/12/2013 #190  
COMPANIES HOUSE

Signed for and on behalf of  
K Power Holdings Co Ltd



Date 29<sup>th</sup> November 2013

## NOTES

1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to the Company at its registered office (FAO Simon Capper)
- **By Post** returning the signed copy by post to the Company at its registered office (FAO Simon Capper)

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

3 Unless, by 28 days after the circulation date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

\*

Company No 04593477

---

Articles of Association of Leicester City Football Club Limited

---

Incorporated 18 November 2002  
Adopted by written resolution passed on 29 November 2013

**Brabners**

Brabners LLP  
55 King Street  
Manchester  
M2 4LQ

---

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**ARTICLES OF ASSOCIATION**

OF

**LEICESTER CITY FOOTBALL CLUB LIMITED**

Adopted by written resolution passed on 29 November 2013

---

**1 PRELIMINARY**

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") apply to the Company except in so far as they are excluded or varied by these Articles

**2 INTERPRETATION**

2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context

<b>"2006 Act"</b>	the Companies Act 2006 (as amended from time to time)
<b>"A Ordinary Shares"</b>	the A ordinary shares of £0 01 each in the capital of the Company
<b>"these Articles"</b>	these Articles of Association as amended from time to time
<b>"electronic means"</b>	has the meaning given in section 1168 of the 2006 Act
<b>"eligible directors"</b>	has the meaning given in Model Article 8(3)
<b>"Ordinary Shares"</b>	the ordinary shares of £1 00 each in the capital of the Company
<b>"Premier League"</b>	the FA Premier League managed by the Football Association Premier League Limited
<b>"Redeemable Director"</b>	a director appointed by the holders from time to time of a majority of the Redeemable Shares pursuant to Article 8 2
<b>"Redeemable Shares"</b>	the redeemable shares of £1 00 each in the capital of the Company
<b>"Stadium"</b>	the King Power Stadium, Filbert Way, Leicester LE2 7FL
<b>"Statutes"</b>	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation for the time being in force relating to companies and affecting the Company

**"United Kingdom"**

Great Britain and Northern Ireland

2 2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company

2 3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision

**3 UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors 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 Model Article 8(2) shall not apply to the Company

**4 NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be the subject to any maximum but shall not be less than two

**5 PARTICIPATION IN DIRECTORS' MEETINGS**

5 1 Subject to these Articles, directors participate in a directors' meeting, or part of a directors' meeting, when -

5 1 1 the meeting has been called and takes place in accordance with these Articles, and

5 1 2 they can each simultaneously communicate with and to the others participating in the meeting any information or opinions they have on any particular item of the business of the meeting

5 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or, subject to Article 5 1 2, how they communicate with each other If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

5 3 Model Article 10 shall not apply to the Company

5 4 Model Article 9(2)(c) shall be amended by the insertion of the word "simultaneously" after the words "how it is proposed that they should" and before the words "communicate with each other during the meeting"

**6 QUORUM FOR DIRECTORS' MEETINGS**

6 1 Model Article 11(2) shall not apply to the Company

6 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but unless otherwise fixed it is one

**7 DIRECTORS' INTERESTS**

7 1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director

7 1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

7 1 2 may hold any other office or employment with the Company (other than the office of auditor),

- 7 1 3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested,
- 7 1 4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor),
- 7 1 5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by Articles 7 1 1 to 7 1 4 and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 7 2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in Articles 7 1 1 to 7 1 4 and in any of the circumstances set out in Model Articles 14(3) and 14(4)
- 7 3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting
- 7 4 For the purposes of Article 7 1
- 7 4 1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest,
- 7 4 2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question, and
- 7 4 3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director
- 7 5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company
- 8 APPOINTMENT AND REMOVAL OF DIRECTORS**
- 8 1 In addition to the powers granted by Model Article 17(1), the holders from time to time of a majority of the A Ordinary Shares may at any time, and from time to time, appoint any person to be a director, either as an additional director or to fill a vacancy and may remove from office any such director Any such appointment or removal shall be effected by notice in writing to the Company signed by or on behalf of such holders from time to time of a majority of the A Ordinary Shares
- 8 2 In addition to the powers granted by Model Article 17(1), the holders from time to time of a majority of the Redeemable Shares may at any time, and from time to time, appoint one person to be a director, either as an additional director or to fill a vacancy and may remove from office that director Any such appointment or removal shall be effected by notice in writing to the Company signed by or on behalf of such holders from time to time of a majority of the Redeemable Shares
- 8 3 The appointment of any person as a director pursuant to either Articles 8 1 or 8 2 above or Model Article 17 shall be subject at all times to such proposed director passing the fit and proper person test of either the Premier League or the Football League (as appropriate) ("**Fit and Proper Person Test**") If any person is appointed as a director prior to passing the Fit and Proper Person Test such director shall be deemed to vacate their office in the event that they fail to pass the Fit and Proper Person Test

## **9        TERMINATION OF DIRECTOR'S APPOINTMENT**

**9 1**        In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) a person ceases to be a director as soon as that person

**9 1 1**        is removed from office as a director pursuant to Articles 8 1 or 8 2, or

**9 1 2**        if the director concerned 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

## **10        ALTERNATE DIRECTORS**

### **10 1        Appointment and removal of alternates**

**10 1 1**        Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by the directors, to

**10 1 1 1**        exercise that director's powers, and

**10 1 1 2**        carry out that director's responsibilities,

in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate's appointor

**10 1 2**        Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

**10 1 3**        The notice must -

**10 1 3 1**        identify the proposed alternate, and

**10 1 3 2**        in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

### **10 2        Rights and responsibilities of alternate directors**

**10 2 1**        An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate's appointor

**10 2 2**        An alternate director may act as an alternate director for more than one appointor

**10 2 3**        Except as these Articles specify otherwise, alternate directors -

**10 2 3 1**        are deemed for all purposes to be directors,

**10 2 3 2**        are liable for their own acts and omissions,

**10 2 3 3**        are subject to the same restrictions as their appointors, and

**10 2 3 4**        are not deemed to be agents of or for their appointors

and, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

**10 2 4**        A person who is an alternate director but not a director -

10 2 4 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

10 2 4 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate)

No alternate may be counted as more than one director for such purposes.

10 2 5 A director who is also an alternate director is entitled, in his absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

10 2 6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

### **10 3 Termination of alternate directorship**

10 3 1 An alternate director's appointment as alternate terminates -

10 3 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

10 3 1 2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

10 3 1 3 on the death of the alternate's appointor, or

10 3 1 4 when the alternate's appointor's appointment as a director terminates

## **11 ALTERNATE DIRECTORS' EXPENSES**

Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"

## **12 SHARES**

12 1 The share capital of the Company at the date of the adoption of these Articles is divided into A Ordinary Shares, Ordinary Shares and Redeemable Shares

12 2 The Ordinary Shares, the A Ordinary Shares and the Redeemable Shares shall be separate classes of share but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank *pari passu* in all respects

12 3 If any shares are allotted to K Power Holdings Co Ltd they shall be designated as Redeemable Shares and shall accordingly be subject to such of the provisions hereof as are applicable to the Redeemable Shares

12 4 The rights attaching to any class of share in the capital of the Company may, whether or not the Company is or is about to be wound up, be varied or abrogated with the prior consent in writing of the holders of three-fourths of the shares of the relevant class, or with the sanction of a special resolution of the members of the relevant class at a general meeting of members of the relevant class To every such separate meeting the provisions of these Articles with respect to notice of and proceedings at general meetings shall *mutatis mutandis* apply, but so that the requisite quorum shall be one person holding or representing one quarter of the

issued shares of the relevant class, and that any holder of shares of the appropriate class present or represented may demand a poll

- 12 5 The Company may, with the prior written consent of the holders of a majority of the A Ordinary Shares and the holders of the shares in question, re-classify shares in the capital of the Company to shares of another class

**13 RIGHTS ATTACHING TO THE ORDINARY SHARES**

The holders of the Ordinary Shares shall have the right to vote at any general meeting (or on a written resolution) of the Company, or at any separate meeting of the holders of the Ordinary Shares, whether the Ordinary Shares are partly or fully paid

**14 RIGHTS ATTACHING TO THE A ORDINARY SHARES**

- 14 1 The holders of the A Ordinary Shares shall have the right to vote at any general meeting (or on a written resolution) of the Company, or at any separate meeting of the holders of the A Ordinary Shares, whether the A Ordinary Shares are partly or fully paid

- 14 2 The directors shall prepare and the Company shall send to the holders of the A Ordinary Shares within 14 days of the start of each calendar month monthly management accounts of the Company

**15 RIGHTS ATTACHING TO THE REDEEMABLE SHARES**

- 15 1 The holders of the Redeemable Shares shall have the right to vote at any general meeting (or on a written resolution) of the Company, or at any separate meeting of the holders of the Redeemable Shares, as long as the Redeemable Shares are fully paid

- 15 2 If at any time there is no Redeemable Director, the holders of the Redeemable Shares shall have a right to appoint an observer to attend directors' meetings (the "Observer") The Observer shall have the same rights as any director in respect of entitlement to notice of directors' meetings and the receipt of information but the Observer shall not be entitled to vote at board meetings and nor shall the Observer assume any liabilities of a director

- 15 3 The Redeemable Director shall receive a reimbursement package not exceeding £10,000 per annum from the initial appointment of such a director and such maximum limit thereafter shall be increased in each year by the same percentage as the increase in the retail price index for the previous year

- 15 4 On any resolution to remove the Redeemable Director or to amend this Article 15 4, the Redeemable Shares shall together carry at least one vote in excess of 75 per cent of the votes exercisable on the resolution

- 15 5 On a winding up of the Company the Redeemable Shares shall confer the right to be paid out of the assets of the Company available for distribution, in priority to payments made to the holders of other classes of shares, the amount due for payment upon redemption of the Redeemable Shares as detailed in Article 15 10 to the extent only that such amount has become due and payable and remains outstanding following the giving of notice to redeem pursuant to Article 15 6, but otherwise shall rank par passu with the Ordinary Shares and the A ordinary Shares in this respect The Redeemable Shares shall not confer any right to participate in any surplus remaining following payment of the amount detailed above

- 15 6 If at any time

15 6 1 the holder of the Redeemable Shares transfers the legal title of the Stadium to the Company pursuant to the exercise of any option to purchase the Stadium granted by the holder of the Redeemable Shares or vice versa, or

15 6 2 the holder of the Redeemable Shares transfers the legal title of the Stadium to a third party,

the holder of the Redeemable Shares or the Company may

15 6 3 on a transfer of the legal title of the Stadium to the Company, by not less than 28 days' prior notice in writing to the other, expiring on the date on which legal title of the Stadium is to be transferred, or

15 6 4 on a transfer of the legal title of the Stadium to a third party, by not less than 120 days' notice in writing commencing on the date of transfer,

require (in the case of the holder of the Redeemable Shares) the Company to redeem the Redeemable Share or (in the case of the Company) the holder of the Redeemable Shares to transfer the Redeemable Shares to the Company, whereupon the Company shall (subject to the provisions of the 2006 Act) on the date on which such notice expires redeem the Redeemable Shares specified in the said notice and pay to the holder of the Redeemable Shares the price per share determined in accordance with Article 15 10 below

15 7 On redemption of any Redeemable Shares

15 7 1 the holder of such shares shall be bound to deliver up any certificate which it may have representing those Redeemable Shares, and

15 7 2 the name of the registered holder of those Redeemable Shares shall be removed from the register of members of the Company and the Redeemable Shares which have been redeemed shall be cancelled

15 8 If by operation of the 2006 Act the Company is unable to redeem the Redeemable Shares on a due date, it will redeem the Redeemable Shares as soon as possible thereafter and until such redemption is made, the price payable upon redemption shall be a debt due to the holders of the Redeemable Shares by the Company and shall be payable in priority to any other payment made to any other shareholder of the Company

15 9 The Redeemable Shares shall be and are issued on the condition that they are to be redeemed by the Company by 1 August 2053

15 10 The price payable by the Company to the holders of the Redeemable Shares on their redemption shall be as follows

15 10 1 if the holders of the Redeemable Shares in question hold only one such Redeemable Share, then the price payable on redemption shall be the nominal value of that share, being £1 00, or

15 10 2 if the holders of the Redeemable Shares in question hold more than one Redeemable Share, the price payable on redemption shall be the fair value per share as the holder of the Redeemable Shares in question and the directors of the Company shall agree or, failing agreement, as the auditors of the Company (acting as experts and not as arbitrators) shall state in writing to be in their opinion the fair redeemable value of the Redeemable Shares on the open market having regard to the fair value of the business of the Company as a going concern and on the basis of an arm's length transaction as between a willing vendor and a willing purchase but disregarding

15 10 2 1 any difference in the rights attributable to the Ordinary Shares and the A Ordinary Shares and the Redeemable Shares, and

15 10 2 2 the fact that the shares to be redeemed may represent only a minority holding in the Company

Where the legal title of the Stadium is to be transferred to the Company rather than to a third party, the fair value per share and fair value of the business shall be assessed by reference to the value of then et assets of the Company as shown in a pro forma balance sheet to be drawn up specifying the assets and liabilities of the Company immediately following the transfer of the Stadium, and the auditors shall be instructed to perform their valuation on this basis. The determination of the auditors shall be final and binding on all concerned. The cost of obtaining the certificate of the auditors shall be borne by the Company. For this

purpose the auditors shall be given by the directors of the Company, and shall take account of, all information which a prudent prospective purchaser of the entire issued share capital of the Company might reasonably require if such purchaser were proposing to purchase it from a willing vendor by private treaty and at arm's length

- 15 11 The directors shall prepare and the Company shall send to the holders of the Redeemable Shares within 14 days of the start of each calendar month monthly management accounts of the Company

## **16 ISSUE OF SHARES**

- 16 1 In accordance with section 567(1) and (2) of the 2006 Act, sections 561(1) and 562 (1) to (5) (inclusive) of that Act shall not apply to the Company

- 16 2 Model Article 21 shall not apply to the Company

- 16 3 No share shall be issued at a discount or issued in breach of these Articles or the 2006 Act

- 16 4 Unless otherwise agreed in writing by the holders of the A Ordinary Shares for the time being and all the holders for the time being of the Redeemable Shares

16 4 1 Any shares unissued at the date of adoption of these Articles and any shares hereafter created shall before allotment be offered for subscription in the first instance to the holders of the A Ordinary Shares and the holders of the Redeemable Shares respectively in proportion as nearly as the circumstances will permit to the total numbers of A Ordinary Shares and Redeemable Shares respectively then in issue and as between the several holders of shares of each such class in proportion to the numbers of shares of the class then held by each of them respectively. At the expiration of the time limit specified by such offer for the acceptance of such shares, the balances of any shares offered to the holders of shares of a class but not so accepted shall be offered for subscription to the holders of the shares of the class who have accepted all the shares to which they are respectively entitled and who shall, if more than one, be entitled to subscribe for such balances of shares in the proportion as nearly as the circumstances will permit to the number of shares of the class in question then held (including any shares accepted pursuant to the foregoing provisions of this article) by each of them respectively

16 4 2 Any such offer as aforesaid shall be made by notice in writing specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than 28 days unless the member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined

16 4 3 Any shares allotted to a person who is already a holder of A Ordinary Shares shall be designated as A Ordinary Shares and shall accordingly be subject to such of the provisions of these Articles as are applicable to the A Ordinary Shares and any shares allotted to a person who is already a holder of Redeemable Shares shall be designated as Redeemable Shares and shall accordingly be subject to such of the provisions hereof as are applicable to the Redeemable Shares

- 16 5 The provisions of Article 16 4 may be disapplied by unanimous resolution of the members of the Company

## **17 TRANSFER OF SHARES**

- 17 1 Subject to Article 17 2 or unless in any particular case the holder of the majority of the A Ordinary Shares otherwise agrees in writing, none of the shares of the Company shall be transferred and the directors shall not register any transfer of any shares of the Company except pursuant to this Article 17

- 17 2 The provisions of Article 17 1 shall not apply to
- 17 2 1 any transfer by a member to a privileged relation of such member,
  - 17 2 2 any transfer to trustees to be held on the trusts of a family settlement, or
  - 17 2 3 in the case of a member being a body corporate, any transfer to a member of the same group
- 17 3 For the purposes of this Article 17
- 17 3 1 "privileged relation" means and includes husband or wife or widower or widow and all lineal descendants and ascendants in direct line and brothers and sisters (including the husband or wife or widower or widow of any of the above persons),
  - 17 3 2 where shares have been transferred under Article 17 2 2 to trustees, the relevant shares may on a change of trustees be transferred to the trustees for the time being of the trusts concerned and Article 17 2 1 shall be deemed to permit transfers of any of the relevant shares to privileged relations of the member of former member concerned rather than to privileged relations of any such trustee,
  - 17 3 3 "family trusts" means trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a particular member or deceased or former member and his privileged relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the member concerned or a privileged relation of such member,
  - 17 3 4 "a member of the same group" means a company (within the meaning ascribed thereto by section 1 of the 2006 Act) or body corporate (within the meaning ascribed thereto by section 1173(1) of the 2006 Act) which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or any such holding company or a company acquiring the whole or the major part of the undertaking and assets of the transferor company under a scheme of reconstruction or amalgamation whereunder the transferor company is placed in liquidation, and
  - 17 3 5 "the relevant shares" means and includes, so far as the same remain for the time being held by the trustees or the transferee company (as the case may be), the shares originally transferred and any additional shares issued or transferred to the trustees or the transferee company (as the case may be) by virtue of the holding of the relevant shares or any of them or the membership thereby conferred

## **18 TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2), "after the words "the transmittee's name"

## **19 NOTICE OF GENERAL MEETINGS**

- 19 1 Every notice convening a general meeting shall
- 19 1 1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies, and
  - 19 1 2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website

**20 PROCEEDINGS AT GENERAL MEETINGS**

20 1 One member personally present shall be a quorum for all general meetings. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of section 323 of the 2006 Act

20 2 If a quorum is not present within half an hour of the time at which a general meeting is due to start or if, during a general meeting, a quorum ceases to be present the chairman of the meeting must adjourn it

20 3 The chairman of any general meeting shall be a director appointed pursuant to Article 8 1. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote

20 4 When adjourning the general meeting the chairman of the meeting must specify that the meeting is adjourned either

20 4 1 to the same day, place and time the following week, or

20 4 2 to another day, place and time to be decided by the directors

20 5 If a quorum is not present within half an hour of the time at which the adjourned meeting is due to start the shareholder or shareholders present in person or by proxy or by corporate representative and who are entitled to vote shall

20 5 1 constitute a quorum, and

20 5 2 have power to decide on all matters which could have been transacted at the meeting which was adjourned

20 6 Model Article 41 shall not apply to the Company

**21 WRITTEN RESOLUTIONS**

21 1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date

21 2 For the purposes of this Article 21 "circulation date" is the date on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days

**22 COMPANY COMMUNICATION PROVISIONS**

22 1 Where -

22 1 1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and

22 1 2 the Company is able to show that it was properly addressed, prepaid and posted

it is deemed to have been received by the intended recipient 24 hours after it was posted

22 2 Where -

22 2 1 a document or information is sent or supplied by electronic means, and

22 2 2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent

22 3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient -

- 22 3 1 when the material was first made available on the website, or
- 22 3 2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 22 4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by Articles 24 1, 24 2 and 24 3
- 22 5 Subject to any requirements of the 2006 Act, only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified
- 23 WINDING UP**
- 23 1 If, on the winding up of the Company, the surplus assets shall be more than sufficient to pay to the members the whole amount paid upon their shares, the balance shall be given by the members of the Company, at or before the time of dissolution as they direct, to The Football Association Benevolent Fund, or to some club or institute in Leicestershire with objects similar to those set out in the Memorandum of Association of the Company or to any local charity, or charitable or benevolent institution situate within Leicestershire
- 23 2 In default of any such decision or apportionment by the members 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
- 23 3 Alternatively such balance may be disposed of in such other manner as the members of the Company, with the consent of the Council of The Football Association Limited, as then existing, shall determine
- 24 DIRECTORS' INDEMNITY AND INSURANCE**
- 24 1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any such associated company and against any such liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(b) of the 2006 Act
- 24 2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or associated company
- 24 3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, alternate director or other officer of the Company incurred or to be incurred
- 24 3 1 in defending any criminal or civil proceedings, or
- 24 3 2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act

24.4 Model Articles 52 and 53 shall not apply to the Company

**25 THE FOOTBALL ASSOCIATION**

25.1 The Rules and Regulations of The Football Association Limited for the time being shall be deemed to be incorporated herewith and shall prevail in the event of any conflict with the provisions set out herein

25.2 No proposed alteration to the provisions of this Article 25 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