

BLenheim CHAMBERS (178) LIMITED
("The Company")

Company Number: 4789632

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

We, the undersigned, being all the members of the Company who at the date of this resolution would be entitled to attend and vote at general meetings of the Company, HEREBY PASS the following resolution as a Special Resolution of the Company and agree that the said resolution shall, for all purposes be as valid and effective as if the same had been passed by us all at a general meeting of the Company duly convened and held.

THAT the Articles of Association of the Company be amended in the manner following that is to say:

- (a) By substituting "two" for "three" in Article 3(B).
- (b) By adding to following words to Article 4(G):

 ,unless the Directors present at the relevant meeting shall decide otherwise.
- (c) By substituting Article 9 for a new Article 9 as follows:

9 PRE-EMPTION

9.1 Any Shareholder proposing to transfer all or part of his shares ("the Proposing Transferor") shall give notice in writing ("Transfer Notice") to the Directors that he desires to transfer such shares.

9.2 In the Transfer Notice the Proposing Transferor shall specify:

- (a) the number of shares which the Proposing Transferor wishes to transfer ("the Transfer Shares");
- (b) the price at which the Proposing Transferor wishes to sell the Transfer Shares ("the Transfer Price");
- (c) the identity of any person (if any) who has indicated a willingness to purchase the Transfer Shares at the Transfer Price ("the Buyer");
- (d) whether the Proposing Transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold), but in the absence of such a statement the Transfer Notice shall be deemed not to contain a Total Transfer Condition.



- 9.3 The Transfer Notice shall constitute the Company (by its Board of Directors) as the agent of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching to them at the date of the Transfer Notice or at any time thereafter) at the Transfer Price on the terms of this Article.
- 9.4 Once given a Transfer Notice may shall be revocable at any time until the expiration of 7 days from service of the Transfer Notice on the Company's Secretary ("the Withdrawal Period").
- 9.5 After the expiry of the Withdrawal Period the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors to the Shareholders (other than the Proposing Transferor) in proportion to the number of shares then held by them respectively.
- 9.5.1 Every such offer shall be made in writing and shall specify:
- (a) the total number of Transfer Shares;
 - (b) the Transfer Price;
 - (c) the identity of the Buyer (if any);
 - (d) the number of Transfer Shares offered to the Shareholder ("Pro-Rata Entitlement");
 - (e) whether or not the Transfer Notice contained a Total Transfer Condition; and
 - (f) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse ("the Offer Period").
- 9.5.2 Every such offer shall be accompanied by a form of application for use by the Shareholder in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase.
- 9.6 Upon the expiry of the Offer Period, the Directors shall allocate Transfer Shares to each Shareholder who has agreed to purchase shares be this his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied.
- 9.7 If any Shareholder has applied for no Transfer Shares or a number less than his Pro-Rata Entitlement, then the excess shall be allocated to the Shareholders who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any Shareholder a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this sub-Article without taking account of any Shareholder whose application has already been satisfied in full.
- 9.8 If any of the Transfer Shares shall not be capable of being offered or allocated without involving fractions, then the same shall be offered to or allocated amongst the Shareholders, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit.
- 9.9 If following allocation of the Transfer Shares to the Shareholders in accordance with the provisions of sub-Articles 9.6 and 9.7 above any Transfer Shares remain

unallocated then the Board of Directors shall (subject to Board approval) offer the remaining Transfer Shares to the Buyer.

9.10 If the Transfer Notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the Directors pursuant to this Article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Shareholders (or any of them) and/or the Buyer.

9.11 If, pursuant to the provisions set out above, the Directors shall receive acceptances in respect of all or any of the Transfer Shares the Directors shall forthwith serve notice in writing ("the Completion Notice") on the Proposing Transferor and the Shareholder(s) and/or Buyer who have agreed to purchase the same ("the Purchaser or Purchasers").

Every Completion Notice shall state:

- (a) the name and address of each Purchaser;
- (b) the number of Transfer Shares accepted by him;
- (c) the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of Completion Notice and not being at a place outside England).

9.12 Upon service of the Completion Notice the Proposing Transferor shall become bound to transfer to each Purchaser those Transfer Shares accepted by him and the purchase of the Transfer Shares shall be completed at the time and place appointed by the Directors.

9.13 If a Proposing Transferor, having become bound to transfer any Transfer Shares, makes default in transferring the same then the following provisions shall apply:

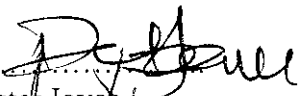
9.13.1 The Directors may authorise some person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf.

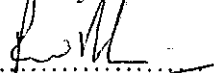
9.13.2 The Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company.

9.13.3 The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of Shareholders the validity of the proceedings shall not be questioned by any person.

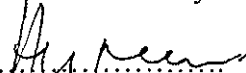
9.14 The provisions of this Article may be waived in whole or in part in any particular case with prior written consent of all the Members.

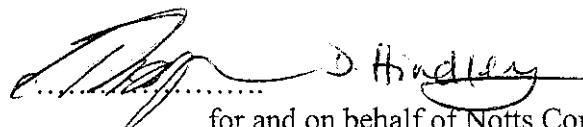
Dated 28th November 2003

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Peter Joyce

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Roy Parker

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John Mounteney

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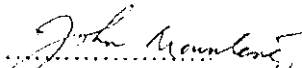
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for and on behalf of Notts County Supporters Limited

9.14 The provisions of this Article may be waived in whole or in part in any particular case with prior written consent of all the Members.

Dated 2003

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Peter Joyce

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Roy Parker

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John Mountency

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Haydn Green

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for and on behalf of Notts County Supporters Limited